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## 1. Introduction

### 1.1. Purpose and Scope

- 1.1.1. The purpose of these Minimum Standards is to (1) encourage the provision of high quality products, services, and facilities to Airport users, (2) encourage the development of quality Improvements at the Airport; (3) promote safety, (4) promote the economic health of Airport businesses, (5) promote the orderly development of Airport property and (6) promote the health and growth of general aviation. To this end, all entities desiring to engage in Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to these Minimum Standards.
- 1.1.2. The following sections set forth the minimum standards for an entity desirous of engaging in one or more Activities at the Airport. It is significant to note that these Minimum Standards are not intended to be all-inclusive. Any entity engaging in Activities at the Airport shall comply with all applicable Regulatory Measures pertaining to such Activities.
- 1.1.3. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determination of what constitutes an acceptable "minimum" and whether or not an Operator is in compliance with a standard shall be at the sole and exclusive discretion of the County. All Operators are encouraged to exceed the "minimums". No Operator shall occupy land or Improvements or engage in Activities at the Airport under conditions less than the "minimum".
- 1.1.4. Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific minimum standards for each Activity. When specific Activities are proposed which do not fall within the categories in these Minimum Standards, appropriate minimum standards shall be developed on a case-by-case basis and incorporated into any Agreement or Permit relating to the occupancy or use of Airport land or Improvements or engaging in Activities, taking into consideration the desires of the Operator, the Airport, and the public interest in or demand for such Activities at the Airport.
- 1.1.5. Specialized Aviation Service Operators (SASOs) are encouraged to be subtenants of Fixed Base Operators (FBOs); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may sublease Improvements from another SASO, lease land from the County and construct Improvements on such land in the areas designated by the County, or lease Improvements from the County.

### 1.2. Applicability

- 1.2.1. These Minimum Standards shall apply to any new Agreement and may apply to any extension of the term of an existing Agreement relating to the occupancy or use of Airport land or Improvements for Aeronautical Activities. If an entity desires, under the terms of an existing Agreement, to materially change its Aeronautical Activities, the Airport, as a condition of its approval of such change, shall require the entity to comply with these Minimum Standards.
- 1.2.2. These Minimum Standards do not supercede any Agreement properly executed prior to the date of acceptance and promulgation of these Minimum Standards by

the County, but shall apply to any renewals or extensions, other than exercise of options contained in the original agreements.

- 1.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the Airport from entering into or enforcing an Agreement that requires an entity to exceed the Minimum Standards.
- 1.2.4. Operators currently providing Activities without an Agreement or Permit with the Airport have 12 months from the date of the adoption hereof to become compliant with these Minimum Standards unless otherwise determined by the County.

**2. General Requirements**

All Operators engaging in Aeronautical Activities at the Airport shall comply with the requirements of this section as well as the minimum standards applicable to specific Activities as set forth in subsequent sections.

**2.1. Experience/Capability**

- 2.1.1. Operator shall demonstrate, in the sole judgment of the County, the capability of providing good quality products, services, and facilities or engaging in Activities in a good and workmanlike manner.
- 2.1.2. Operator shall demonstrate, in the sole judgment of the County, the financial responsibility and capability to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, or Aircraft; employ personnel, and engage in the Activity.

**2.2. Agreement/Approval**

- 2.2.1. No entity shall engage in an Activity unless an Agreement authorizing such Activity has been entered into, the entity has received approval (by Permit) from the County to sublease land or Improvements from an authorized Operator and conduct the Activity at the Airport, or the entity has received approval (by Agreement or Permit) from the County to conduct the Activity at the Airport from fee simple land adjacent to the Airport (through-the-fence).
- 2.2.2. Future Agreements shall not reduce or limit Operator's obligations with respect to these Minimum Standards.
- 2.2.3. Operator shall comply with all the provisions of the Agreement between Operator and the County.

**2.3. Restricted Activities**

- 2.3.1. Activities not explicitly identified in these Minimum Standards shall be restricted at the Airport. No entity shall engage in restricted activities at the Airport without the prior written permission of the County.

**2.4. Payment of Rents, Fees, and Charges**

- 2.4.1. Operator shall pay the rents, fees, or other charges specified by the County for leasing or using land or Improvements or engaging in Activities.
- 2.4.2. No Operator shall be permitted to engage in Activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the County under any and all Agreements Operator has with the County.
- 2.4.3. Operator's failure to remain current in the payment of all rents, fees, charges, and other sums due to the County shall be grounds for revocation of the Agreement, Permit, or approval authorizing the conduct of Activities or occupancy or use of land or Improvements at the Airport.

**2.5. Leased Premises**

- 2.5.1. Operator shall lease or sublease sufficient land and lease, sublease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.

**2.6. Facility Maintenance**

- 2.6.1. Operator shall maintain the Leased Premises including, but not limited to, all related and associated appurtenances, landscaping, paved areas, installed Equipment, utility services, and security lighting in a neat and orderly condition as determined by the County.
- 2.6.2. Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the Improvements in good condition, normal wear and tear excepted. If any such contracted services provider is potentially provided with access to the airfield, said contractor's access, whether authorized or not, will be the responsibility of the Lessee. Prior to access to the Airport such contractors, and their staff, shall undergo background checks and fingerprinting as determined by the County, such contractors and their staff shall be obliged to wear proper Airport Identification while on the Airport.
- 2.6.3. Operator shall replace in like kind, as determined by the County and/or Property owner, any Property damaged by its Employees, patrons, or Operator's Activities.

**2.7. Products, Services, and Facilities**

- 2.7.1. Products, services, and facilities shall be provided on a fair, equal, and non-discriminatory basis to all consumers and users of the Airport at fair and reasonable prices, provided that, if lawful, reasonable discounts and other similar types of price reductions may be extended to like consumers and users.
- 2.7.2. Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar leaseholds in like markets.

**2.8. Non-Discrimination**

- 2.8.1. Operator shall not discriminate against any person or class of persons by reason of race, color, creed, sex, religion or national origin in providing any products or services or in the use of any of its facilities provided for the public, in any manner prohibited by applicable Regulatory Measures.

**2.9. Licenses, Permits, Certifications, and Ratings**

- 2.9.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the County or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits (including building permits), certifications, or ratings to the Airport Manager.

**2.10. Personnel**

- 2.10.1. Operator shall have in its employ, on duty, and on premises during operating hours, trained personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe and efficient manner. If any such personnel is potentially provided with access to the airfield, said personnel's access, whether authorized or not, will be the responsibility of the Lessee. Prior to access to the Airport such personnel shall undergo background checks and fingerprinting as

determined by the County, such personnel shall be obliged to wear proper Airport Identification while on the Airport.

- 2.10.2. Operator shall provide responsible and qualified supervisory personnel to supervise Activities and such personnel shall be authorized to represent and act for and on behalf of Operator during all hours of Activities. When such personnel is not on the Leased Premises, he/she/they shall be immediately available by telephone or pager.

## 2.11. Insurance

- 2.11.1. Operator shall procure and maintain during the term of an Agreement, all insurance policies and with such minimum limits as may be required by County, state and federal entities for each Activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the state of Maryland and shall be approved by the County.
- 2.11.2. When Operator engages in more than one Activity, the minimum limits shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to carry insurance policies providing the combined total of the minimum requirements of each Activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum.
- 2.11.3. All insurance which Operator is required by County, state and federal entities to carry and keep in force shall name Washington County, Maryland and the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 2.11.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
  - 2.11.4.1. "Washington County and the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by Washington County, Maryland or the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be excess of Operator's and shall not contribute with it."
  - 2.11.4.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Washington County, Maryland and the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers."
  - 2.11.4.3. "Coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Washington County, Maryland."
- 2.11.5. Certificates of Insurance for the insurance required by law and set forth by these Minimum Standards for each Activity shall be delivered to the County upon execution of any Agreement or approval. Operator shall furnish additional certificates of insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the County throughout the term of the Agreement.



- 2.11.6. The limits stipulated herein for each Activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.
- 2.11.7. Any self-insured Operator shall furnish evidence of such self-insurance and financial responsibility and shall hold harmless “Washington County and the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by Washington County, Maryland or the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be excess of Operator’s and shall not contribute with it.” in the event of any claims or litigation arising out of its Activities at the Airport. The County in its sole discretion may elect not to accept self-insurance for an Operator.
- 2.11.8. Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the County.

## **2.12. Indemnification and Hold Harmless**

- 2.12.1. Operator shall defend, indemnify, save, protect, and completely hold harmless the County and the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the County and the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event, a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Maryland principles of comparative fault.
- 2.12.2. The Operator shall accept total responsibility and hold harmless the County and the Board of County Commissioners, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its Employees, its vendors its contractors or any other personnel used by the Operator to maintain Operator’s facilities, Vehicles, Equipment, or Aircraft, or otherwise resulting from or arising out of Operator’s actions or inaction’s.

## **2.13. Taxes**

- 2.13.1. Operator shall, at its sole expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency.

**2.14. Suspension, Revocation of Privileges**

- 2.14.1. The County reserves the right to suspend or revoke Operator privileges including the right to revoke Airport Identification and/or vehicle access privileges, on a temporary or permanent basis, for failing to abide by these Minimum Standards or any applicable Regulatory Measures governing the Airport or any applicable Activity.

**2.15. Fines**

- 2.15.1. Operator shall have the responsibility to pay any fine levied against Operator, the County, or the Board of County Commissioners, individually or collectively, and their representatives, officers, officials, employees, agents, and/or volunteers as a result of Operator's failure to comply with any applicable Regulatory Measures.

**2.16. Multiple Activities**

- 2.16.1. When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

**2.17. Notices, Requests for Approval, Applications, and Other Filings**

- 2.17.1. Any notice, request for approval, application, or other filing required to be given or filed with the County and any notice or communication required to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered to the County or Operator at their principal place of business or such other address as provided.

### 3. Fixed Base Operator

#### 3.1. Definition

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including, at a minimum, aviation fuels and lubricants; ground services and support; Tiedown, hangar, and parking; and Aircraft Maintenance.

In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards.

#### 3.2. Scope of Activity

- 3.2.1. Unless otherwise noted, all products and services must be provided by FBO's employees using FBO's Vehicles and Equipment.
- 3.2.2. FBO's products and services shall include, at a minimum, the following:
  - 3.2.2.1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
    - 3.2.2.1.1. FBO shall be capable of delivering and dispensing Jet Fuel, Avgas, and Aircraft lubricants into all Aircraft normally frequenting the Airport.
    - 3.2.2.1.2. FBO shall be capable of providing a response time not to exceed 15 minutes during required hours of activity and not to exceed 60 minutes after hours.
  - 3.2.2.2. Ground Services and Support
    - 3.2.2.2.1. Aircraft marshalling and towing
    - 3.2.2.2.2. Oxygen, nitrogen, and compressed air services
    - 3.2.2.2.3. Aircraft deicing
    - 3.2.2.2.4. Baggage handling
    - 3.2.2.2.5. Lavatory services
    - 3.2.2.2.6. Ground power
    - 3.2.2.2.7. Aircraft cleaning services
    - 3.2.2.2.8. Courtesy transportation (FBO's Vehicles)
    - 3.2.2.2.9. Ground transportation arrangements (limousine, shuttle, and rental car)
    - 3.2.2.2.10. Hotel arrangements
    - 3.2.2.2.11. Aircraft catering
  - 3.2.2.3. Aircraft Maintenance
    - 3.2.2.3.1. FBO personnel shall be able to perform minor and preventive maintenance (as defined in 14 CFR Part 43) on the airframe, powerplants, and associated systems of all Aircraft normally frequenting the Airport.
    - 3.2.2.3.2. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sublessee who meets the Minimum Standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.

#### 3.3. Leased Premises

- 3.3.1. FBO shall have adequate land, Apron, Vehicle parking, and facilities (hangars, terminal, maintenance, and fuel storage) to accommodate all Activities of FBO and all approved Sublessees, but not less than the following:
  - 3.3.1.1. Contiguous Land –four acres (174,240 square feet), upon which all required Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located.
  - 3.3.1.2. Apron –two acres (87,120 square feet), with sufficient weight bearing capacity to accommodate the largest Aircraft to be handled or serviced by FBO.

- 3.3.1.3. Paved Tiedown – adequate to accommodate the number, type, and size of Aircraft requiring Tiedown space (based and transient) at the Operator's Leased Premises, but not less than 30 spaces.
- 3.3.1.4. Facilities – 13,000 square feet (total) consisting of the following:
  - 3.3.1.4.1. Terminal space – 2,500 square feet  
Customer area shall be at least 1,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public telephones, and restrooms.  
Administrative area shall be at least 1,000 dedicated square feet to include adequate space for employee offices, work areas, and storage areas.
  - 3.3.1.4.2. Maintenance area – 500 square feet  
Maintenance area shall include adequate space for employee offices, work areas, and storage areas.
  - 3.3.1.4.3. Hangar space – 10,000 square feet.
  - 3.3.1.4.4. Vehicle Parking shall be sufficient to accommodate FBO and tenant customers, passengers, and employees on a daily basis, in accordance with County Zoning requirements.

### **3.4. Fuel Storage**

- 3.4.1. The County has elected to retain the proprietor's exclusive right to operate and manage the fuel storage facilities on the Airport.
- 3.4.2. FBO(s) shall utilize only the County fuel storage facilities and all fuel sold by or delivered to FBO(s), or handled by the FBO(s) will be processed through these facilities.
- 3.4.3. FBO(s) shall be responsible for the purchase of all fuel that it processes through the County fuel storage facility and the County will assume no costs in conjunction with such purchases.
- 3.4.4. All fuel processed through a County fuel storage facility must meet or exceed all County, State, and Federal requirements.

### **3.5. Fueling Equipment**

- 3.5.1. FBO(s) shall utilize two operating and fully functional Jet Fuel refueling Vehicles both having a capacity of 2,000 gallons and two operating and fully functional Avgas refueling Vehicles having a capacity of 750 gallons. A fixed Avgas refueling (self-service) system can be substituted for an Avgas refueling Vehicle if agreed to by the County.
- 3.5.2. Aircraft refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One refueling Vehicle dispensing Jet fuel shall have over-the-wing and single point Aircraft servicing capability. All refueling Vehicles shall be bottom loaded.
- 3.5.3. Each refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
  - 3.5.3.1. These Minimum Standards and all other applicable Regulatory Measures;
  - 3.5.3.2. State of Maryland Fire Code and Fire Marshall's Codes;
  - 3.5.3.3. National Fire Protection Association (NFPA) Codes;
  - 3.5.3.4. 14 CFR Part 139, Airport Certification, Section 139.321 Handling/Storing of Hazardous Substances and Materials Applicable FAA Advisory Circulars (AC), including AC 00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

**3.6. Equipment**

- 3.6.1. Adequate Equipment for recharging or energizing discharged Aircraft batteries.
- 3.6.2. Adequate Equipment for deicing Aircraft.
- 3.6.3. One courtesy Vehicle to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants.
- 3.6.4. Two Aircraft tugs and tow bars with rated draw bar capacity sufficient to meet the towing requirement of the Aircraft normally frequenting the Airport.
- 3.6.5. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at fuel storage facilities, and on all ground handling and refueling Vehicles.
- 3.6.6. All Equipment necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications.

**3.7. Personnel**

- 3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all time, properly uniformed except management and administration personnel. Personnel uniforms shall identify the name of the FBO and the employee and shall be clean, professional, and properly maintained at all times.
- 3.7.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling Vehicles. FBO's SOP shall be submitted to the County no later than 30 days before the FBO commences Activities at the Airport. Inspections shall be conducted by the County on a periodic basis to ensure compliance.
- 3.7.3. One properly trained and qualified employee, on each shift, providing Aircraft fueling, parking, and ground services support and one properly trained and qualified employee, on each shift, to provide customer service and support.
- 3.7.4. One FAA licensed Airframe and Powerplant mechanic employed by FBO and properly trained and qualified to perform Aircraft Maintenance on Aircraft frequenting the Airport shall be on-duty and on-premises for at least eight hours during FBO's hours of activity, five days a week.

**3.8. Hours of Activity**

- 3.8.1. Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this Activity seven days a week (including holidays) from 5:00 AM to 10:00 PM. Aircraft fueling, ground handling, and customer service shall be available after hours, on-call, with response time not to exceed 60 minutes.
- 3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a

day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 60 minutes.

**3.9. Aircraft Removal**

3.9.1. Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, the FBO shall be prepared to lend assistance in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and have the Equipment Readily Available that is necessary to remove the General Aviation Aircraft normally frequenting the Airport.

**3.10. Insurance**

3.10.1. FBO shall maintain, at a minimum, all coverage and limits of insurance required by the County.

**AIRCRAFT MAINTENANCE OPERATOR (SASO)**

**4. Aircraft Maintenance Operator (SASO)**

**4.1. Definition**

- 4.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned or operated by the Operator, which includes the sale of Aircraft parts and accessories.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following Minimum Standards:

**4.2. Leased Premises (Lessee)**

- 4.2.1. An Aircraft Maintenance Operator shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees. The County recommends the following minimum square footages, which are not cumulative:

	<b>Piston Aircraft</b>	<b>Turboprop Aircraft</b>	<b>Light/Medium Turbine Aircraft</b>
Contiguous Land	21,380 SF	21,380 SF	21,380 SF
Total Facilities	3,800 SF	5,500 SF	6,200 SF
Administrative Area	300 SF	300 SF	300 SF
Maintenance Area	500 SF	700 SF	900 SF
Hangar	3,000 SF	4,500 SF	5,000 SF

Note: Operators intending on maintaining Long Range or Ultra Long Range Aircraft must meet the Minimum Standards that will be established at the time of application.

- 4.2.1.1. All required Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located, if possible, on Contiguous Land.
- 4.2.1.2. Apron area shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.
- 4.2.1.3. Facilities may include administrative, maintenance, and hangar areas.
  - 4.2.1.3.1. Administrative area may include adequate space for employee offices, work areas, storage areas and restroom(s).
  - 4.2.1.3.2. Maintenance area may include adequate space for employee work areas, shop areas, and storage.
- 4.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**4.3. Leased Premises (Multiple Activities)**

- 4.3.1. An Operator engaging in this aircraft maintenance Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator. The County recommends the following minimum square footages, which are not cumulative:

**AIRCRAFT MAINTENANCE OPERATOR (SASO)**

	<b>Piston Aircraft</b>	<b>Turboprop Aircraft</b>	<b>Light/Medium Turbine Aircraft</b>
Contiguous Land	N/A	N/A	N/A
Total Facilities	3,800 SF	5,500 SF	6,200 SF
Customer Area	Accessible	Accessible	Accessible
Administrative Area	300 SF	300 SF	300 SF
Maintenance Area	500 SF	700 SF	900 SF
Hangar	3,000 SF	4,500 SF	5,000 SF

Note: Operators intending on maintaining Long Range or Ultra Long Range Aircraft must meet the Minimum Standards that will be established at the time of application.

- 4.3.1.1. Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.
- 4.3.1.2. Facilities may include administrative, maintenance, and hangar areas.
  - 4.3.1.2.1. Administrative area may be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, storage areas and restrooms.
  - 4.3.1.2.2. Maintenance area may include adequate space for employee work areas, shop areas, and storage.
- 4.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**4.4. Aircraft Painting**

- 4.4.1. An Operator desiring to offer aircraft painting services shall provide a separate enclosed painting area of sufficient size to accommodate the largest Aircraft serviced. Such facility shall meet all applicable County, State, and Federal regulations.

**4.5. Licenses and Certification**

- 4.5.1. An Operator conducting turboprop or turbine Aircraft Maintenance shall be properly certificated as a FAA Repair Station.
- 4.5.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

**4.6. Personnel**

- 4.6.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this Activity.
  - 4.6.1.1.

**4.7. Equipment**

- 4.7.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as a FAA Repair Station.

**4.8. Hours of Activity**

- 4.8.1. Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five days a week, eight hours a day and available after hours, on-call.



**4.9. Insurance**

- 4.9.1. Operator shall maintain, at a minimum, all coverage and limits of insurance required by the County.

**AVIONICS, INSTRUMENT, OR  
PROPELLER MAINTENANCE OPERATOR (SASO)**

**5. Avionics, Instrument, or Propeller Maintenance Operator (SASO)**

**5.1. Definition**

- 5.1.1. An Avionics, Instrument, or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in FAR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, propellers, instruments, or accessories).
- 5.1.2. In addition to the General Requirements set forth in Section 2, each Avionics, Instrument, or Propeller Maintenance Operator at the Airport shall comply with the following Minimum Standards.

**5.2. Leased Premises (Lessee)**

- 5.2.1. An Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, The County recommends the following minimum square footages, which are not cumulative:

5.2.1.1.

	<b>Piston Aircraft</b>	<b>Turboprop Aircraft</b>	<b>Light/Medium Turbine Aircraft</b>
Contiguous Land	21,380 SF	21,380 SF	21,380 SF
Total Facilities	3,600 SF	5,300 SF	7,000SF
Administrative Area	300 SF	300 SF	300 SF
Maintenance Area	300 SF	500 SF	700 SF
Hangar	3,000 SF	4,500 SF	6,000 SF

Note: Operators intending on maintaining Long Range or Ultra Long Range Aircraft must meet the Minimum Standards that will be established at the time of application.

- 5.2.2. All required Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located, if possible, on Contiguous Land.
- 5.2.3. If a hangar is required or if an Operator has constructed a hangar, Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator’s Aircraft. If a hangar is not required (only if approved by the County), Apron shall be adequate to accommodate the movement and parking of customer Aircraft.
- 5.2.4. Facilities may include administrative, maintenance, and hangar (if required) areas.
  - 5.2.4.1. Administrative area shall include adequate space for employee offices, work areas, storage areas and restrooms.
  - 5.2.4.2. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.
  - 5.2.4.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**5.3. Leased Premises (Sublessee or Multiple Activities)**

- 5.3.1. An Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and

**AVIONICS, INSTRUMENT, OR  
PROPELLER MAINTENANCE OPERATOR (SASO)**

Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator

5.3.1.1.

	<b>Piston Aircraft</b>	<b>Turboprop Aircraft</b>	<b>Light/Medium Turbine Aircraft</b>
Total Facilities	3,600 SF	5,300 SF	7,000 SF
Administrative Area	300 SF	300 SF	300 SF
Maintenance Area	300 SF	500 SF	700 SF
Hangar	3,000 SF	4,500 SF	6,000 SF

Note: Operators intending on maintaining Long Range or Ultra Long Range Aircraft must meet the Minimum Standards that will be established at the time of application.

5.3.2. Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.

5.3.3. Facilities may include administrative, maintenance, and hangar areas.

5.3.3.1. Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage areas and restrooms.

5.3.3.2. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.

5.3.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**5.4. Licenses and Certifications**

5.4.1. Operator shall be properly certificated as an FAA Repair Station.

5.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

**5.5. Personnel**

5.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

5.5.1.1. Operator shall employ one technician and one customer service representative, per shift, as Employees.

**5.6. Equipment**

5.6.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

**5.7. Hours of Activity**

5.7.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

**5.8. Insurance**

5.8.1. Operator shall maintain, at a minimum, all coverage and limits of insurance required by the County.

**AIRCRAFT RENTAL, FLYING  
CLUB, OR FLIGHT TRAINING OPERATOR (SASO)**

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**6. Aircraft Rental, Fractional Operator, Flying Club, or Flight Training Operator**

**6.1. Definitions**

- 6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- 6.1.2. A Fractional Operator is an entity engaged in owning Aircraft and making such Aircraft available for use by its members where membership is available to the general public.
- 6.1.3. A Flying Club is defined in Appendix 8 to FAA Order 5190.6A,
- 6.1.4. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.
- 6.1.5. In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Fractional Operator, Flying Club, or Flight Training Operator at the Airport shall comply with the following Minimum Standards.

**6.2. Leased Premises (Lessee)**

- 6.2.1. An Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s). The County recommends the following minimum square footages, which are not cumulative:
  - 6.2.1.1. Contiguous Land – one-half acre (21,780 square feet) upon which all Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located if possible.
  - 6.2.1.2. Apron/Paved Tiedowns should be adequate to accommodate the total number of Aircraft in Operator's fleet.
    - 6.2.1.2.1. If Operator constructs or has a hangar, Apron should be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's Aircraft.
    - 6.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet, no paved Tiedowns will be required.
  - 6.2.1.3. Facilities may include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
    - 6.2.1.3.1. Customer area should be at least 700 square feet to include adequate space for customer lounge(s), class/training rooms, and restrooms.
    - 6.2.1.3.2. Administrative area shall be at least 300 square feet to include adequate space for employee offices, work areas, and storage areas.
    - 6.2.1.3.3. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
    - 6.2.1.3.4. Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator, whichever is greater.
  - 6.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**AIRCRAFT RENTAL, FLYING  
CLUB, OR FLIGHT TRAINING OPERATOR (SASO)**

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**6.3. Leased Premises (Sublessee or Multiple Activities)**

- 6.3.1. An Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator. The County recommends the following minimum square footages, which are not cumulative:
  - 6.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet.
    - 6.3.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet, no paved Tiedowns will be required.
  - 6.3.1.2. Facilities should include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
    - 6.3.1.2.1. Customer area shall be at least 300 square feet to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge(s) and restrooms.
    - 6.3.1.2.2. Administrative area shall be at least 300 square feet to include adequate space for employee offices, work areas, and storage areas.
    - 6.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
    - 6.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator.
  - 6.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**6.4. Licenses and Certifications**

- 6.4.1. Personnel performing Aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings for the Aircraft being utilized and/or flight training being provided.

**6.5. Personnel**

- 6.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rentals, Fractional ownership and/or flight training in a courteous prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
  - 6.5.1.1.

**6.6. Equipment**

- 6.6.1. Operator shall have available for rental or use in flight training, either owned by or under written lease to Operator and under the exclusive control of Operator, no less than two properly certified and currently airworthy Aircraft, at least one of which shall be equipped for and fully capable of flight under instrument conditions and one of which shall be a four-place aircraft.
- 6.6.2. Flight Training Operators shall include, at a minimum, adequate mock-ups, pictures, slides, CD ROM's, movies, video tapes, a computer based interactive curriculum or equivalent quality or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods shall meet FAA requirements for the training offered.

**6.7. Hours of Activity**

- 6.7.1. An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity six days a week.

**6.8. Private Flying Clubs**

- 6.8.1. Private Flying Clubs shall not be required to meet the minimum standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.
- 6.8.2. No member of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members unless such member is an authorized Operator with the County.
- 6.8.3. No entity shall use Private Flying Club Aircraft in exchange for compensation.

**6.9. Insurance**

- 6.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance required by the County.

## 7. Aircraft Charter or Aircraft Management Operator (SASO)

### 7.1. Definition

- 7.1.1. An Aircraft Charter Operator is a Commercial Operator engaged in the business of providing air taxi services (for persons or property) to the general public for hire (on-demand), as defined in the 14 CFR Part 135.
- 7.1.2. An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management services including, but not limited to, flight dispatch, flight crew provision, and/or aircraft maintenance coordination to the general public.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator at the Airport shall comply with the following Minimum Standards.

### 7.2. Leased Premises (Lessee)

- 7.2.1. An Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s) The County recommends the following minimum square footages, which are not cumulative:
  - 7.2.1.1. Contiguous Land – one-half acre (21,780 square feet) upon which all Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located if possible.
  - 7.2.1.2. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet.
    - 7.2.1.2.1. If Operator constructs or has a hangar, Apron should be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's Aircraft.
    - 7.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet, no paved Tiedowns will be required.
  - 7.2.1.3. Facilities should include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
    - 7.2.1.3.1. Customer area should be at least 500 square feet to include adequate space for customer lounge(s) and restrooms.
    - 7.2.1.3.2. Administrative area should be at least 600 square feet and shall include adequate space for employee offices, work areas, and storage areas.
    - 7.2.1.3.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
    - 7.2.1.3.4. Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator, whichever is greater.
  - 7.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

### 7.3. Leased Premises (Sublessee or Multiple Activities)

- 7.3.1. An Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator. The County recommends the following minimum square footages, which are not cumulative:
  - 7.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet.

**AIRCRAFT CHARTER OR  
AIRCRAFT MANAGEMENT OPERATOR (SASO)**

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- 7.3.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet, no paved Tiedowns will be required.
- 7.3.1.2. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
  - 7.3.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s) and restrooms.
  - 7.3.1.2.2. Administrative area shall be at least 600 square feet and shall include adequate space for employee offices, work areas, and storage areas.
  - 7.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
  - 7.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator.
- 7.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**7.4. Licenses and Certifications**

- 7.4.1. Operator shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and FAA issued operating certificate(s).
- 7.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized for Activity.

**7.5. Personnel**

- 7.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
  - 7.5.1.1. Operator shall employ a Chief Pilot and one customer service representative (on each shift).

**7.6. Equipment**

- 7.6.1. Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, at least continuously airworthy multi-engine (instrument-qualified) Aircraft which has been certified by the FAA for aircraft charter

**7.7. Hours of Activity**

- 7.7.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day and after hours, on-call.

**7.8. Insurance**

- 7.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance required by the County



## 8. Aircraft Sales Operator (SASO)

### 8.1. Definition

- 8.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft.
- 8.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

### 8.2. Leased Premises (Lessee)

- 8.2.1. An Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s). The County recommends the following minimum square footages, which are not cumulative:
  - 8.2.1.1. Contiguous Land – one-half acre (21,780 square feet) upon which all Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located if possible.
  - 8.2.1.2. Apron/Paved Tiedowns should be adequate to accommodate the total number of Aircraft in Operator's fleet (inventory).
    - 8.2.1.2.1. If Operator constructs or has a hangar, Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's Aircraft, whichever is greater.
    - 8.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet (inventory), no paved Tiedowns will be required.
  - 8.2.1.3. Facilities should include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
    - 8.2.1.3.1. Customer area should be at least 400 square feet and should include adequate space for customer lounge(s) and restrooms.
    - 8.2.1.3.2. Administrative area should be at least 200 square feet and shall include adequate space for employee offices, work areas, and storage areas.
    - 8.2.1.3.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
    - 8.2.1.3.4. Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator, whichever is greater.
  - 8.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

### 8.3. Leased Premises (Sublessee or Multiple Activities)

- 8.3.1. An Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator. The County recommends the following:
  - 8.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet (inventory).
    - 8.3.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet, no paved Tiedowns will be required.

- 8.3.1.2. Facilities should include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
  - 8.3.1.2.1. Customer area, Operator's customers shall have immediate access to customer lounge(s) and restrooms.
  - 8.3.1.2.2. Administrative area should be at least 200 square feet to include adequate space for employee offices, work areas, and storage areas.
  - 8.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
  - 8.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator.
- 8.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**8.4. Dealership**

- 8.4.1. An Operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one current model demonstrator of Aircraft in each of its authorized product lines.

**8.5. Licenses and Certifications**

- 8.5.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for providing flight demonstration in all Aircraft offered for sale.

**8.6. Personnel**

- 8.6.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demand of the public seeking such services.
  - 8.6.1.1. Operator shall employ one commercial pilot that is properly certificated by the FAA, current, and holds an appropriate rating in each of the models of Aircraft in each of its authorized product lines.

**8.7. Equipment**

- 8.7.1. Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

**8.8. Hours of Activity**

- 8.8.1. Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity five days a week.

**8.9. Insurance**

- 8.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance required by the County.

## 9. Specialized Commercial Aeronautical Operator (SASO)

### 9.1. Definition

- 9.1.1. A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.
- 9.1.1.1. **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
- 9.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as charter flight coordinators, aircrew or aviation management, aerial advertising, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.
- 9.1.1.3. **Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).
- 9.1.2. In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

### 9.2. Leased Premises (Lessee)

- 9.2.1. An Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s). The County recommends the following minimum square footages, which are not cumulative:
- 9.2.1.1. Contiguous Land – one-half acre (21,780 square feet) upon which all Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located if possible.
- 9.2.1.2. Apron/Paved Tiedowns should be adequate to accommodate the total number of Aircraft in Operator's fleet.
- 9.2.1.2.1. If Operator constructs or has a hangar, Apron should be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's Aircraft.
- 9.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet, no paved Tiedowns will be required.
- 9.2.1.3. Facilities may include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
- 9.2.1.3.1. Customer area should be at least 400 square feet and shall include adequate space for customer lounge(s) and restrooms.
- 9.2.1.3.2. Administrative area should be at least 200 square feet or sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include adequate space for employee offices, work areas, storage areas and restrooms
- 9.2.1.3.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
- 9.2.1.3.4. Hangar area, if required, shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator, whichever is greater.

- 9.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**9.3. Leased Premises (Sublessee or Multiple Activities)**

- 9.3.1. An Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator. The County recommends the following minimum square footages, which are not cumulative:
  - 9.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet.
    - 9.3.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet, no paved Tiedowns will be required.
  - 9.3.1.2. Facilities may include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
    - 9.3.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s) and restrooms.
    - 9.3.1.2.2. Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity and shall include adequate space for employee offices, work areas, storage areas and restrooms.
    - 9.3.1.2.3. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage.
    - 9.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet maintained by Operator.
  - 9.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis, in accordance with County Zoning requirements.

**9.4. Licenses and Certifications**

- 9.4.1. Operator shall have and provide to the Airport Manager evidence of all Agency licenses, permits, and certificates that are required to conduct the Activity.

**9.5. Personnel**

- 9.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

**9.6. Equipment**

- 9.6.1. Operator shall have (based at the Airport), either owned or under written lease to Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft.
- 9.6.2. Operator shall have sufficient supplies and parts available to support the Activity.

**9.7. Hours of Activity**

- 9.7.1. Operator shall be open and services shall be available during hours normally maintained by entities operating comparable businesses.

**9.8. Insurance**

- 9.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance required by the County.

**10. Temporary Specialized Commercial Aeronautical Operator**

**10.1. Introduction**

- 10.1.1. The County recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and or flight training of their pilots. When this assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, the County may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.
- 10.1.2. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

**10.2. Scope of Activity**

- 10.2.1. Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

**10.3. Permit**

- 10.3.1. Operator shall obtain a Temporary Permit and appropriate security clearances and credentials (issued by the Airport Manager or designee) prior to engaging in Activity on the Airport.
- 10.3.2. The Airport Manager or designee will determine appropriate term (i.e., number of days) of Temporary Permit.

**10.4. Licenses and Certifications**

- 10.4.1. Operator shall have and provide to the County evidence of all federal, state, and local licenses and certificates that are required.

**10.5. Insurance**

- 10.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance required in Attachment A – Schedule of Minimum Insurance Requirements.

## **11. Non-Commercial Hangar Operator**

### **11.1. Definition**

- 11.1.1. A Non-Commercial Hangar Operator is an entity that develops and/or constructs one or more hangar structures for the sole purpose of storing Aircraft that are used for Non-Commercial purposes only.
- 11.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards.

### **11.2. Scope of Activity**

- 11.2.1. Operator shall use the Leased Premises solely to store and maintain Aircraft owned or leased and operated by Operator for Non-Commercial purposes.
- 11.2.2. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 11.2.3. Operator shall not be permitted to sublease any land or Improvements on the Leased Premises for any purpose. Should subleasing be desired a commercial lease will be required.

### **11.3. Leased Premises**

- 11.3.1. An Operator engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Operator The County recommends the following minimum square footages, which are not cumulative:
  - 11.3.1.1. Contiguous Land –10,890 square feet upon which all Improvements including, but not limited to, Apron, Vehicle parking, street-side access, landscaping, and all facilities shall be located if possible.
  - 11.3.1.2. Apron or Paved Tiedown –adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's Aircraft.
  - 11.3.1.3. Hangar(s). The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:
    - 11.3.1.3.1. T-Hangars – a single structure of not less than 5,000 square feet, sub-divided and configured to accommodate individual bays for the storage of private aircraft.
    - 11.3.1.3.2. A common storage hangar structure of not less than 5,000 square feet, completely enclosed.

### **11.4. Ownership Structure (Non-commercial Fractional ownership)**

- 11.4.1. Hangar development, construction, ownership, and/or leasing may be accomplished by any entity after receiving written approval.
- 11.4.2. Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual T-Hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,000 total square feet).
- 11.4.3. All members/shareholders of the Association shall be declared to the County at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the County from

time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of aircraft owned by the member(s)/shareholder(s) of the Association.

- 11.4.4. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.
- 11.4.5. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholders for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the County in accordance with paragraph 12.5.3 hereof shall remain jointly and severally liable to the County for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the County.

**11.5. Insurance**

- 11.5.1. These Non-commercial Owner (Operators) shall maintain, at a minimum, the coverage and limits of insurance required by the County.



## **12. Self-Fueling**

### **12.1. Introduction**

- 12.1.1. All entities desirous of self-fueling shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and receive a Self-Fueling Permit from the Airport Manager or designee. Those entities that have Agreements granting them the rights to perform commercial fueling are not required to apply for a Self-Fueling Permit.
- 12.1.2. The following section sets forth the standards prerequisite to an entity desirous of engaging in self-fueling activities at the Airport. Any entity engaging in such Activities shall also be required to comply with all applicable County, State, and Federal regulations pertaining to such Activities.
- 12.1.3. In addition to the applicable General Requirements set forth in Section 2, each entity conducting self-fueling activities at the Airport shall comply with the following Minimum Standards.

### **12.2. Agreement/Approval**

- 12.2.1. No entity shall engage in self-fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such Activity has been entered into with the County. Such entities shall herein be referred to as "Permittees".
- 12.2.2. The Permit shall not reduce or limit Permittees' obligations with respect to these Self-Fueling Standards, which shall be included in the Permit by reference.
- 12.2.3. Prior to issuance and subsequently upon request by the County, Permittees shall provide evidence of ownership (and/or lease) of any Aircraft being fueled by Permittees.

### **12.3. Reporting**

- 12.3.1. Permittees shall report all fuel brought onto the Airport for this purpose during each calendar month and submit a summary report along with appropriate fees and charges due the County on or before the 15<sup>th</sup> of each subsequent month.
- 12.3.2. Permittees shall during the term of the Permit and for 3 years thereafter maintain records identifying the total number of - fuel gallons purchased and brought onto the Airport for this purpose. Records shall be made available for audit to the County or representatives of the County. In the case of a discrepancy, Permittees shall promptly pay, in cash, all additional rates, fees, and charges due the County, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due. If the discrepancy is over 5%, Permittees shall be liable for the cost of the above-mentioned audit.

### **12.4. Fuel Storage**

- 12.4.1. The County has exercised its right to exclusively operate and manage the fuel storage facilities on the Airport.
- 12.4.2. Permittees shall purchase all fuel delivered to Permittees Aircraft on the Airport from a duly permitted FBO, unless otherwise agreed to in writing by the County or demonstrate to the satisfaction of the County that alternative arrangements have been made to transport the fuel safely to said Aircraft.

**12.5. Fueling Equipment**

- 12.5.1. Permittees shall utilize a single refueling Vehicle with a minimum capacity of 750 gallons for each type of fuel to be dispensed. Avgas refuelers shall have a maximum capacity of 1,200 gallons and Jet refuelers shall have a maximum capacity of 3,000 gallons. All refueling vehicles shall be capable of bottom loading.
- 12.5.2. Each refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
  - 12.5.2.1. These Minimum Standards and any other rules and regulations of the County;
  - 12.5.2.2. State of Maryland Fire Code and Fire Marshal's Codes;
  - 12.5.2.3. National Fire Protection Association (NFPA) Codes;
  - 12.5.2.4. 14 CFR Part 139, Airport Certification, Section 139.321 Handling/Storing of Hazardous Substances and Materials Applicable FAA Advisory Circulars (AC), including AC 00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport" as amended.
- 12.5.3. In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittees shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the County not later than 10 business days before the Permittees commences self-fueling at the Airport. The County shall conduct inspections on a periodic basis to ensure compliance.
- 12.5.4. Refueling Vehicles should be parked, while not in service, on Permittees' Leased Premises unless otherwise agreed to in writing by the County.
- 12.5.5. Refueling Vehicles should be clearly labeled with the N numbers of the aircraft(s) they are authorized to refuel.

**12.6. Limitations**

- 12.6.1. Permittees shall be restricted from selling and/or dispensing fuels to other based or transient Aircraft or Vehicles. Fueling of any Aircraft not authorized and owned by (or under the full control of) Permittees shall constitute a violation of the Permit and shall be grounds for immediate revocation of the Permit.
- 12.6.2. Prior to issuance and subsequently upon request by the County, Permittees shall provide evidence of ownership (and or full control) of any Aircraft being fueled.

**12.7. Insurance**

- 12.7.1. Permittees shall maintain, at a minimum, the coverage and policy limits required by the County.

**13. Procedural Guidelines for Commercial Activity Application/Permit**

**13.1. Application**

- 13.1.1. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a completed application form to the Airport for a Commercial Activity Application/Permit.
- 13.1.2. The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the Airport in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.

**13.2. Approval**

- 13.2.1. Once completed, the application and all accompanying materials shall be submitted to the Airport Manager for review and recommendation.
- 13.2.2. Once recommended for approval by the Airport Manager, the application will be sent to the County for review and approval. No application will be deemed complete that does not provide the Airport and County with the information necessary to allow the Airport and County to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures (including all applicable Primary Guiding Documents) and be compatible with the Airport's Master Plan and/or Land Use Plan (if any).
- 13.2.3. After the County approves the application and evidence of adequate insurance coverage has been supplied to the County a Permit will be issued.

**13.3. Permit**

**13.3.1. Commercial Aeronautical Activities**

- 13.3.1.1. The Permit will be valid as long as the Operator meets the following requirements:
  - 13.3.1.1.1. The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within fifteen (15) days of any change to the information submitted in the Application.
  - 13.3.1.1.2. The Operator is in compliance with all applicable Regulatory Measures including, but not limited to, these Primary Guiding Documents.
- 13.3.1.2. The Permit may not be assigned or transferred without written approval by the Airport Manager or designee and shall be limited solely to the approved Activity.

**13.3.2. Temporary or Special Use Permit**

- 13.3.2.1. The Airport Manager or designee may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one year.
- 13.3.2.2. The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures (including all applicable Primary Guiding Documents).
- 13.3.2.3. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

**13.4. Existing Operator with an Existing Agreement**

- 13.4.1. No Change in Scope of Activities

- 13.4.1.1. An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Permit provided that the Operator is in compliance with all applicable Regulatory Measures including, but not limited to, these Primary Guiding Documents.
- 13.4.2. Change in Scope of Activities
  - 13.4.2.1. Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit an application and obtain a Permit.

**14. GENERAL INSURANCE REQUIREMENTS**

**14.1. Requirements**

- 14.1.1. Except as otherwise provided, each commercial airport operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business conducted and determined by the County's Risk Management Administrator:
  - 14.1.1.1. General Liability - Determined by Risk Management Administrator
  - 14.1.1.2. Hangar keeper's Liability - Determined by Risk Management Administrator
- 14.1.2. Such insurance policies shall name the Board of County Commissioners, Washington County, Maryland as additional insured.
- 14.1.3. County reserves the right to increase and expand the minimum liability insurance as set forth in the lease or agreement whenever the liability of the County or areas of risk are expanded.

**14.2. Additional Insurance Required by County's Risk Management Administrator**

- 14.2.1. In addition to the types and amounts of insurance required by section 14, each commercial airport lessee shall at all times maintain such other insurance as the County's Risk Management Administrator may reasonably determine to be necessary for such commercial airport lessee's activities.