

1 St. Mary's County Airport

2
3 Minimum Standards
4 for
5 FBOs to Provide Aeronautical Services to the Public
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10 **Established by the**
11 **St. Mary's County Airport Commission**
12 **and**
13 **Board of County Commissioners**
14 **for St. Mary's County, Maryland**
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SECTION 1. GENERAL PROVISIONS

A. PURPOSE

Minimum standards as outlined in this document are intended to provide the threshold entry requirements for those wishing to provide aeronautical services to the public at the St. Mary's County Airport, and to do so in such manner as to insure the safety of its users and allow fair competition for those who chose to operate commercial aeronautical activities on the premises. These minimum standards are intended to be reasonable, non-arbitrary and non-discriminatory; and, therefore, apply equally to everyone making application to the County to provide aeronautical services on the Airport.

B. DEFINITIONS AND ABBREVIATIONS

1. Aeronautical Activity means any activity commonly conducted at airports which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra-light operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.
2. Aeronautical Service means any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a lease or permit from the County to provide such service.
3. Aircraft, or aircraft, means a device which is used or intended to be used for flight in air. Examples of aircraft include, but are not limited to, airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), balloon and blimp.
4. Airport means the St. Mary's County Airport and all of the area, buildings, facilities and improvements within the boundaries of said Airport as it presently exists or as it may exist when it is hereafter modified.
5. AGL means altitude expressed in feet measured above ground level.
6. Airport Commission means the St. Mary's County Airport Commission created by the County.
7. AIM means the Airmen's Information Manual published by the FAA containing basic flight information and air traffic control procedures designed primarily for use as a pilot's instructional manual in the National Airspace System of the United States.
8. ALP means the Airport Layout Plan for the St. Mary's County Airport that is current at the time and approved by the FAA, as the same may be revised from time to time.
9. Airport Operations Area, or AOA, means the area of the Airport used or intended to be used for landing and takeoff, or the surface maneuvering of aircraft, including the associated hangars and navigation and communication facilities.
10. Airport Manager means the Airport Commission or any other person designated by the Airport Commission and approved by the County.
11. Automated Surface Observing System, or ASOS, means the primary surface weather observing system of the United States.
12. Automated Weather Observing System, or AWOS, means a system to automatically observe and report on the certain meteorological conditions where the system is installed.
13. Commercial Skydiving means the engagement of a Person in Skydiving for hire or for any form of compensation.
14. County means the Board of County Commissioners of St. Mary's County, Maryland.
15. Designated Parachute Drop Zone, or DZ, means the interim use parachute drop zone located in the southwest quadrant of the Airport, as shown on the Airport Layout Plan dated September 27, 1988, and approved by the FAA on March 11, 1993. The current Designated Parachute Drop Zone is shown on Exhibit E to these Rules.
16. Drop Zone Manager means the person who is required to be stationed in the DZ during all parachute jumping operations by the FBOs, or individual jumpers.
17. FAA means the Federal Aviation Administration and its successors.
18. FAR means the Federal Aviation Regulations as published and amended from time to time.

B. DEFINITIONS (Cont'd.)

19. Fixed Based Operator, or FBO, means any person authorized by the County to offer aeronautical services to the public at the Airport as a tenant or sub-tenant.
20. FBO Lease means any lease agreement between the County and a Person leasing property at the Airport; or a sub-lease agreement approved by the County between any tenant at the Airport and a Person sub-leasing property at the Airport; in either case, for the purpose of providing Aeronautical Services at the Airport.
21. FSDO means FAA Flight Standards District Office.
22. IFR means Instrument Flight Rules which govern the procedures for conducting instrument flight.
23. IMC means Instrument Meteorological Conditions expressed in terms of visibility distance from clouds, and ceiling less than the minima specified for visual meteorological conditions.
24. Landside means all buildings and surfaces used by surface vehicular and pedestrian traffic at the Airport.
25. Maryland Code means the Annotated Code of Maryland and any related regulations, as amended from time to time.
26. Maryland Rules mean the Maryland Rules of the Annotated Code of Maryland, as amended from time to time.
27. Minimum Standards mean the standards, which are established by the County, as amended from time to time, as the minimum requirements to be met by a tenant, sub-tenant, or proposed tenant as a condition for the right to provide aeronautical services to the public at the Airport.
28. MSL means altitude expressed in feet measured from Mean Sea Level.
29. NFPA means National Fire Protection Association.
30. Normal Business Hours mean 8:00 a.m. to 6:00 p.m., Monday through Friday.
31. NOTAM means a "Notice to Airmen" published by the FAA. (A method of notifying the flying public of conditions at the Airport that may affect flight.)
32. NTSB means the National Transportation Safety Board and its successors.
33. Permit means a permit issued pursuant to Section I.F. of these Rules.
34. Permit Holder means a person to whom a permit has been issued pursuant to these Rules.
35. Person means an individual, firm, partnership, corporation, company, association, or other entity.
36. Shall means the work "shall" is always mandatory and not merely directory.
37. Skydiver means a person who descends to the surface from an aircraft in flight when such person intends to use, or uses, a parachute during all or part of the descent.
38. Skydiving means any activity which furthers, assists, engages in, promotes, or relates to parachute jumps ("parachute jumper" as defined by FAR 105.1(b)), including, but not limited to, training, maintenance, sales and airlift activities.
39. Special Event, or special event, means an Aeronautical Activity, which will not comply with these Rules; or which although it may comply with these Rules, will require an accommodation by other users of the Airport. Special events include, but are not limited to, fly-ins, skydiving exhibitions, balloon operations, or similar events or activities.
40. Transient means any person participating in an Aeronautical Activity at the Airport from or on an aircraft not based at the Airport.
41. Unicom means a non-governmental communication facility, which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.
42. VMC means Visual Meteorological Conditions expressed in terms of visibility, distance from cloud, and ceiling equal to or better than specified minima.
43. VFR means Visual Flight Rules which govern the procedures for conducting flight under visual conditions as described in FAR Part 91.
44. WADO means the FAA Washington Airports District Office.
45. Waiver Agreement means the agreement for the benefit of the County and the Airport Commission described in Section I.G. of these Rules entered into by any person participating in an Aeronautical Activity at the Airport.

C. LEASING TERMS FOR COUNTY-OWNED LAND AT THE ST. MARY'S COUNTY AIRPORT

The following will be used by the County in developing the terms and conditions of leases at the St. Mary's County Airport:

1. Lessee's activity must comply with the Minimum Standards and the Rules.
2. Lessee may construct additional buildings, fueling facilities, or other facilities on the Airport, but only with the prior written consent of Lessor, and after obtaining proper approval from Public Works, Met Comm, Fire Marshal, and any other state and federal entities which may have additional authorities and responsibilities above those of the Airport and County Commissioners.
3. Lessee, with approval in writing by the Lessor, may retain title and ownership to such buildings and facilities constructed at Lessee's expense for an initial period of time not to exceed 25 years, subject to adjustments of the rental payments to the County each five (5) years, based on changed in the cost of living index.
4. Buildings and facilities may not be removed from the Airport without the prior written consent of the Lessor and shall become the property of the County after the lease term expires.
5. Land area leases not associated with buildings and facilities shall be for a period of time approved in writing by the Lessor, but not to exceed five (5) years, with renewal options at the request of the Lessee and with the prior written consent of the Lessor.

SECTION II. BUSINESS ACTIVITIES

A. POLICY

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide aeronautical services to the public and to insure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote fair competition at the St. Mary's County Airport. The uniform application of these minimum standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages sub-standard entrepreneurs, thereby protecting both the established aeronautical activity and the Airport patrons.

B. OPERATING AGREEMENT/LEASE

References to Persons providing Aeronautical Services at the Airport include any Person who provides Aeronautical Services to any Person at the Airport, including (without limitations) Transients.

1. Any Person who intends to conduct a business or service, wherein use of the Airport provides a commercial benefit to said Person, must negotiate an agreement/lease with the County through the Airport Commission relative to qualification, operating areas, and rent and/or fee payments, and such other matters as the Airport Commission may require. The authorization by the County to a Person wishing to provide aeronautical services to the public does not imply that said business has exclusive rights to provide those services at the Airport. The St. Mary's County Airport, being the recipient of federal funds via the FAA, is obligated to comply with Federal Aviation Administration Policy Statement on "Exclusive Rights at Airports".
2. The FAA considers that the existence of an exclusive right to conduct any aeronautical activity limits the usefulness of an airport and deprives the using public of the benefits of competitive enterprise. Apart from the legal consideration, the FAA considers that it is inappropriate to apply federal funds to the improvement of any airport where full realization of the benefit would be restricted by the exercise of an exclusive right to engage in aeronautical activity.

1 C. QUALIFICATIONS

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3 Demonstration of intent to conduct a business operation at the Airport shall be by application to the
4 St. Mary's County Airport Commission. The written application shall contain at the minimum:

- 5 1. The proposed nature of the business.
- 6 2. The signatures of all parties whose names are being submitted as owning an interest in the
7 business, or will appear on leases or other documents as being a partner, director, or
8 corporate officer and those who will be managing the business.
- 9 3. The current financial statement prepared or certified by a Certified Public Accountant.
- 10 4. A listing of assets owned, or being purchased, or leased which will be used in the business
11 on the Airport.
- 12 5. A current credit report for each party owning or having a financial interest in the business and
13 a credit report on the business itself covering all geographical areas in which it has done
14 business in the ten (10) year period immediately prior to such application.
- 15 6. An agreement to provide a bond or suitable guarantee of adequate funds to the County to be
16 used to defray any expenses and fees normally paid by the Lessee between the estimated
17 time the Lessee may default and a new lease is executed and another Lessee takes over.
- 18 7. A written authorization for the FAA, any aviation or aeronautics commission, administrator,
19 and department of all states in which the applicant has engaged in aviation business to
20 release information in their files relating to the applicant or its operation. The applicant will
21 execute such forms, releases, or discharges as may be required by those agencies.
- 22 8. Preliminary plans, specifications and dates for any improvements, which the applicant intends
23 to make on the Airport as part of the activity for which approval is sought. Applicant must
24 comply with Public Works Development Review Procedures adopted by the Airport
25 Commission.
- 26 9. Proof (provide copy) of liability insurance coverage for the business operation, flight
27 operations, itinerant aircraft and operators and premises insurance.
- 28 10. Such other information as the Airport Commission may require.

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30 D. ACTION OF APPLICATION

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32 All applications will be reviewed and acted upon by the Airport Commission within 90 days from the
33 receipt of the application. Applications may be denied for one or more of the following reasons:

- 34 1. The applicant does not meet qualifications, standards and requirements established by these
35 Minimum Standards.
- 36 2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
- 37 3. The granting of the application will require the expenditure of local funds, labor or materials
38 on the facilities described in or related to the application, or the operation will result in a
39 financial loss to St. Mary's County.
- 40 4. There is no appropriate or adequate available space or building on the Airport to
41 accommodate the entire activity of the applicant.
- 42 5. The proposed operation, Airport development or construction does not comply with the
43 approved Airport Layout Plan.
- 44 6. The development or use of the area requested will result in a congestion of aircraft or
45 buildings, or will result in unduly interfering with the operations of any present Fixed Base
46 Operator (FBO) on the Airport; such as, problems in connection with aircraft traffic or service;
47 or preventing free access and egress to the existing FBO area; or will result in depriving,
48 without the proper economic study, an existing Fixed Base Operator or portions of its leased
49 area in which it is operating
- 50 7. Any party applying, or interested in the business, has supplied false information or has
51 misrepresented any material fact in the application or in supporting documents, or has failed
52 to make full disclosure on the application.
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D. ACTION ON APPLICATION (Cont'd.)

- 8. Any party applying, or having an interest in the business, has a record of violating the Rules, or the rules and regulations of any other airport, Civil Air Regulations, Federal Aviation Regulations, or any other rules and regulations applicable to this or any other airport.
- 9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other airport.
- 10. Any party applying, or having an interest in the business, is not sufficiently worthy and responsible in the judgment of the County to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO lease.
- 11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six (6) months.
- 12. The applicant has committed any crime, or violated any County ordinance, rule, or regulation, which adversely reflects on its ability to operate the FBO operation for which the application is made.

E. FIXED BASE OPERATOR (FBO)

- 1. A Fixed base Operator is a Person who has entered into a lease agreement with the County establishing airport space lease terms, rental amounts, insurance requirements or other terms and conditions required by the County, and has met the qualifications, standards, and requirements contained herein. The FBOs books and records will be maintained for five (5) years. These books and records will be available for inspection by the Airport Commission and the County at any time either of them makes a request to review them. The FBO may be in the business to conduct one or more of the following services to the public at the Airport:
 - a. Aircraft sales.
 - b. Charter operations which include, but are not limited to, passenger or air taxi, freight or delivery, aerial survey, agricultural spraying, etc.
 - c. Aircraft rental.
 - d. Flight instruction and ground schools
 - e. Maintenance services, parts, and accessories sales, which shall include services in one or more of the following.
 - (1) Airframe overhaul and repair.
 - (2) Engine overhaul and repair.
 - (3) Radio electrical shop.
 - (4) Instrument shop.
 - (5) Aircraft interior work
 - (6) Refinishing and painting.
 - f. Aircraft fueling and line services.
 - g. Aircraft storage, inside and/or outside.
 - h. Manufacture and/or assemble parts and accessories directly or indirectly related to aircraft, or conduct Research Development, Testing and Evaluation (RDT&E) of aircraft and related systems.
 - i. Skydiving.
- 2. The application for an FBO lease shall specify all services from the above list, which the applicant desires to offer at the Airport. The applicant may also propose other services than on the above list with appropriate justification for consideration by the Airport Commission. An FBO may provide or conduct only those services for which he has executed a lease agreement.

1 F. MINIMUM QUALIFICATIONS

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3 A Fixed Base Operator shall, in addition to meeting all other requirements and qualifications of his
4 written agreement, meet the minimum qualifications for each type of service which he intends to provide:

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6 1. Aircraft Sales:

- 7 a. The FBO who engages in an aircraft sales business at the Airport shall lease from
8 the County, or provide under terms agreeable to the County, an area of airport land
9 sufficient in size to provide the office space hereinafter required and the space
10 needed for the storage and/or display of a minimum of two (2) aircraft or as many
11 more as such operator reasonably expects to have on hand in such business at any
12 one time.
13 b. Have a minimum of one fully qualified demonstrator pilot employed with appropriate
14 and current FAA pilot certificate and current Airman Medical Certificate.
15 c. The FBO shall provide personnel on duty during normal business hours, or at other
16 times, subject to the operator's discretion with the prior written approval of the Airport
17 Commission.
18 d. Have satisfactory arrangements at the Airport, or at another airport, for repair and
19 servicing of aircraft sold with service guarantee.

20 2. Charter Operations:

- 21 a. The FBO who engages in a charter operation at the Airport shall lease from the
22 County, or provide under terms agreeable to the County, an area of airport land
23 sufficient in size to provide the office space hereinafter required, an additional 100
24 square feet for a passenger waiting area; and if air cargo service is provided, an
25 additional 200 square feet of storage space is required. The FBO shall also lease
26 sufficient apron area to stage flights and provide for the storage, parking or tie-down
27 of as many aircraft as such operator reasonably expects to have on hand in such
28 FAR Part 135 business at any one time.
29 b. The operator shall have available for use at least one (1) aircraft based at the Airport
30 that is certified for IFR flight, which is dedicated for use in charter operations.
31 c. The operator shall provide personnel on duty during normal business hours, or
32 at other times, subject to the operator's discretion with the prior written approval of
33 the Airport Commission. The operator shall also be available 24 hours a day with
34 two (2) hours notice subject to crew and aircraft availability.

35 3. Aircraft Rental:

- 36 a. The FBO who engages in an aircraft rental business at the Airport shall lease from
37 the County, or provide under terms agreeable to the County, an area of airport land
38 sufficient in size to provide the office space hereinafter required and the space
39 needed for storage parking or tie-down of a minimum of two (2) aircraft, or as many
40 more as such operator reasonably expects to have on hand in such business at any
41 one time.
42 b. Provide, and at all times maintain, a minimum of two (2) aircraft, owned or leased by
43 and under exclusive control of the operator, which are properly equipped and FAA
44 certified for rental and flight instruction.
45 c. At least one (1) of the above aircraft must be equipped and FAA certified for IFR
46 flight.
47 d. The operator shall provide a properly FAA certified flight instructor on duty capable of
48 conducting flight checks for prospective renters during normal business hours; or at
49 other times, subject to the operator's discretion with the prior written approval of the
50 Airport Commission.
51 e. Have adequate facilities or arrangements for storing, parking, servicing and repairing
52 all of its aircraft.
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4. Flight Instruction and/or Ground School:

- a. The FBO who engages in a Flight Instruction and/or Ground School business at the Airport shall lease from the County or provide under terms agreeable to the County, an area of airport land sufficient in size to provide the office space hereinafter required, a classroom of at least 150 square feet in size, exclusive of inside partitions; if a Ground School is part of such business, an adequate planning room of at least 80 square feet; and an area sufficient in size to store, park, or tie-down two (2) aircraft or an many aircraft as such operator reasonably expects to have on hand in such business at any one time.
- b. The operator shall provide properly FAA certified flight instructors on duty during normal business hours or at other times subject to the operator's discretion with the prior written approval of the Airport Commission. The flight instructor pilots must meet certification requirements of the Federal Aviation Administration (FAA) for flight instruction and maintain current certificates issued by the FAA and a current Airman Medical Certificate.
- c. The FBO shall provide, and at all times maintain, a minimum of two (2) aircraft, one of which must be four seated and instrument rated. These aircraft must be owned or leased by and under exclusive control of the operator, properly equipped and FAA certified for flight instruction and rental. If Ground School training is offered as part of such business, the FBO shall have on hand and available for use such equipment and apparatus as would reasonably be expected to be available for such training.
- d. The FBO shall demonstrate the continuing ability to meet requirements for certifications of flight instructor personnel and aircraft by the FAA.
- e. The FBO shall have adequate facilities or arrangements for storage, parking, tie-down, servicing, and repairing all of its aircraft.

5. Aircraft Maintenance Services and Sale of Parts and Accessories:

- a. The FBO who engages in a maintenance service business and sells parts and accessories at the Airport shall lease from the County, or provide under terms agreeable to the County, an area of Airport land sufficient in size to provide the office space hereinafter required and a hangar having a minimum of 3,600 square feet; and, in addition, an area of ramp to tie-down a minimum of three (3) aircraft.
- b. The hangar required herein shall be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct a full-time business operation in the maintenance service being offered, and shall be staffed by mechanic/mechanics and other full or part-time personnel who are qualified and competent and who hold all necessary certificates required by the FAA. T-hangars will not be used for commercial maintenance activities.
- c. The business of such maintenance service and sale of parts and accessories shall be staffed with competent personnel on duty to conduct business during normal business hours or at other times, subject to the operator's discretion with the prior written approval of the Airport Commission.
- d. If the business includes aircraft refinishing and painting, it shall:
 - 1. Comply with and abide by all standards, rules, regulations and requirements of the Federal Aviation Administration, Maryland Department of the Environment, Environmental Protection Agency, OSHA, and other local, state or national governmental agencies having jurisdiction over aircraft painting and stripping operations.
 - 2. Comply with all the current standards of the National Fire Protection Association on "Paint Spraying and Spray Booths" with regard to the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing and spray painting operations.
 - 3. Prohibit any stripping, painting, varnishing, doping, materials, agents, or other contaminants from flowing into rivers, lakes, streams, the Bay, etc., or be placed in any sewer system unless pre-treated and the pre-treating process has been approved in advance and in writing by the Airport Commission.

F. MINIMUM QUALIFICATIONS (Cont'd.)

4. Perform all aircraft stripping operations inside a hangar or building. Outside stripping must be approved in advance and in writing by the Airport Commission.
5. Properly treat and dispose of all hazardous material in compliance with the governing agencies listed in Paragraph 5.d (1) above.
6. Aircraft Fueling and Line Services.
 - (a) In order for an FBO to provide Aircraft Fueling and Line Services, he must also provide Aircraft Maintenance Services and Sale of Parts and Accessories as outlined in Paragraph 5 above.
 - (b) In order for any Person to engage in the business of providing aircraft fuel sales and line services at the Airport, the Person shall lease from the County, or provide under terms agreeable to the County, an area of Airport land sufficient in size to provide the office space hereinafter required and an additional 150 square feet of inside floor space for the pilot lounge and flight planning area. The operator shall also lease the space needed to accommodate the aircraft fueling and line servicing and the flow of traffic in and out of the aircraft fuel servicing areas.
 - (c) In addition, an operator under this provision shall provide and maintain all necessary pumps, tanks, and mobile gas trucks, fueling island and areas, ramps, and other fueling facilities that may be necessary, provided that the operator shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which have not been previously approved by the County and the Fire Marshal. The operator shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no direct fueling from a common carrier transport truck into mobile re-fueler without filtration. In all fueling operations, the FBO will comply with State and local fire codes and the current edition of NFPA 4-7, including all NFPA Standards referenced in 407.
 - (d) An operator under this provision shall keep a current, complete and accurate record of all fuel, oil and other products sold; and shall, at the request of the Airport Commission, make available all invoices and records of purchases and sales by the operator of fuels, oils and products sold for at least two (2) years after the receipt or sale of such products. Failure of an operator to keep an accurate record of all purchases and sales shall be reason to revoke the operator's license and authority to do business on the Airport.
 - (e) Each operator offering aircraft fuel sales and line services shall maintain sufficient full-time attendants on duty to service aircraft without unreasonable delay during the hours of operation. The hours of operation for fuel sales and line services shall be from dawn to dusk daily except for holidays as established by the Airport Commission. Any deviation from this schedule must be approved in advance and in writing by the Airport Commission.
 - (f) The operator with fueling facilities shall at all times maintain an adequate supply of the fuels, oils and fluids normally called for at this Airport. A mobile fuel truck may only operate in the FBO's leased area and such other areas as may be designated from time to time by the Airport Commission.
 - (g) All operators licensed to provide aircraft fuel sales and line services under this provision shall pay such charges or taxes as may from time to time be imposed by St. Mary's County on the gallonage of aircraft fuel pumped, and/or other products sold by such operators.

F. MINIMUM QUALIFICATIONS (Cont'd.)

(h) Services provided in addition to fuel will include emergency starting, de-icing, parking, washing, minor repairs, tire inflation, oil changing, and any service not requiring a certified mechanic rating. All equipment necessary to provide these services shall be available.

7. Aircraft Storage, Inside and/or Outside:

(a) Inside Storage: The FBO who engages in the business of storing airplanes inside at the Airport shall lease from the County an area of Airport land sufficient in size for the construction of a storage building with proper access ramps and other accessories designed to accommodate at least six (6) aircraft, and shall construct the building, ramps and accessories in locations stipulated in the approved Airport Layout Plan at the operator's sole cost and expense, according to plans and specifications previously submitted and approved and according to all applicable laws and regulations. If no office is maintained on the Airport, the operator shall post in conspicuous places on the building the name, address and telephone number of the person who is in charge of such business.

(b) The operator shall have on hand and available for use at least one (1) aircraft suitable for parachute jumping. The aircraft must be owned or leased by and under exclusive control of the operator, properly equipped and FAA certified for parachute jumping. The operator shall also have on hand and available for use such equipment and apparatus as would reasonably be expected to be available for the training of individuals to parachute jump.

(c) The operator shall provide personnel on duty during normal business hours or at other times subject to the operator's discretion with the prior written approval of the Airport Commission. If parachute instruction is requested during normal working hours, it shall be provided. Parachute instructors shall meet all applicable certification requirements of the FAA for parachute instruction and maintain current certificates issued by the FAA; and, if required, a current Airman Medical Certificate.

(d) The operator shall demonstrate the continuing ability to meet the United States Parachute Association and FAA requirements for certification of all instructor personnel and aircraft.

(e) When the operator is using the Airport Drop Zone, one (1) of its employees will serve as a drop zone manager/observer at the Drop Zone during all skydiving activities. The drop zone manager/observer, for safety purposes, shall have a radio capable of transmitting on UNICOM and capable of communicating with the skydiving aircraft as necessary for safety purposes.

8. Specialized Commercial Aeronautical Services.

(a) A specialized commercial aeronautical service is a person engaged in air transportation for hire for the purpose of providing the use of aircraft for the aeronautical activities listed below:

- (1) Non-stop sightseeing flights.
- (2) Aerial photography or survey.
- (3) Fire watch and fire fighting.
- (4) Power line, underground cable, or pipe line patrol.
- (5) Aerial application of agricultural chemicals.
- (6) Other operations specifically excluded from Part 135 of Federal Aviation Regulations.

1 F. MINIMUM QUALIFICATIONS (Cont'd.)

- 2
- 3 (b) Other specialized commercial aeronautical services that have varied
- 4 requirements are:
- 5 (1) Avionics sales and/or service.
- 6 (2) Aircraft manufacturing.
- 7 (3) Engine or sub-assembly overhaul (station).
- 8 (4) Upholstery shop.
- 9 (c) These activities are so varied that their requirements on the Airport
- 10 will depend on the scope of their operation. In some cases, the only
- 11 Airport requirement need is access, or for a tie-down space, since all
- 12 other activities of the business are normally conducted off the
- 13 Airport. The minimum standards and insurance coverage will be
- 14 determined based upon a detailed application submitted by the
- 15 person requesting permission to perform the aeronautical activity on
- 16 the Airport.
- 17

18 G. SPECIFIC REQUIREMENTS

- 19
- 20 1. Commencement of Activities: each FBO shall, upon authorization and as the construction of
- 21 any required physical facilities permit, immediately commence and conduct on a full-time
- 22 basis all business activities and services which are authorized.
- 23
- 24 2. Office Space:
- 25 a. Except in cases of FBO's offering inside storage space, each FBO shall provide and
- 26 maintain an office which shall be staffed and open to the public during the normal
- 27 business hours or as otherwise required. If more than one aeronautical service is
- 28 being provided, the normal business hours may be combined to suit all activities with
- 29 the Airport Commission's approval. The office shall be at the operator's place of
- 30 business on the Airport and will contain a waiting room with appropriate furnishings,
- 31 and separate restrooms for men and women. The office area shall contain at least
- 32 200 square feet of inside floor space, exclusive of inside partitions. If more than one
- 33 aeronautical service is being provided, the office space for each activity may be
- 34 adjusted to suit all activities with the Airport Commission's approval.
- 35 b. These facilities shall be kept in a neat, clean and orderly condition and properly
- 36 painted. Only one (1) office shall be required for each FBO. No FBO or its
- 37 employees, agents, officers, or other persons connected with the business shall use
- 38 the office area or other facilities of any other FBO without the written consent of said
- 39 FBO and the Airport Commission.
- 40
- 41 3. Auto Parking: The FBO shall provide auto parking for its employees and customers in his
- 42 leased area or make adequate arrangements for such parking.
- 43
- 44 4. NTSB/FAA Requirements: The FBO and all personnel and employees shall be competent
- 45 and shall hold all current and valid certificates, permits, licenses or other authorizations
- 46 required by the FAA, including any FAA air taxi permits. If, as a result of any action, order or
- 47 ruling of the FAA, any of the FBO's aircraft are grounded or commercial pilot's certificate or
- 48 instructor's certificate is suspended or revoked and this reduces the FBO's operation to less
- 49 than the minimum standard for the activity being provided for a period of ninety (90) days or
- 50 more, the FBO's license and authority to operate at the Airport may be revoked.
- 51
- 52 5. Indemnity and Insurance:
- 53 a. The FBO shall agree, and by its operation at the Airport does agree, to
- 54 indemnify, defend, and save the St. Mary's County, its authorized agents,
- 55 offices, representatives and employees, and hold harmless from and against
- 56 any and all actions, penalties, liabilities, claims, demands, damages, or
- 57 losses, resulting from claims or court action, whether civil, criminal or n
- 58 equity, and arising directly or indirectly out of acts or omissions of the FBO,

its agents, employees, servants, guests, business visitors, invitees, or customers.

6. Nondiscriminatory Service: The FBO shall furnish to all users all authorized or licensed services on a fair, equal, and not unjustly discriminatory basis; and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided that the FBO may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

7. Approval of Construction:

- a. No buildings, structures, tie-downs, ramps, paving, taxi areas, or any other improvements or additions shall be placed or constructed on the Airport or altered or removed therefrom without prior written approval of the County and Airport Commission. In the event of any construction, alteration or removal, an appropriate bond to guarantee the completion of the work in accordance with submitted plans and specifications, and all applicable state and local standards, may be required.
- b. Unless otherwise agreed to within this demised area, any aeronautical service provider shall at his own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down areas, taxiways, fences and all other facilities and improvements which have been approved by the County and Airport Commission as being necessary for the operation.
- c. Final plans and specifications for all construction shall be submitted within 90 days after approval of the application, and construction shall commence and be completed pursuant to a progress schedule coordinated with Public Works and the Airport Manager, and approved by the Airport Commission. All construction shall comply with applicable building codes and state and local ordinances.
- d. Construction areas will be in accordance with these rules and regulations, approved plans, and the current approved Airport Layout Plan.

H. WAIVER OF MINIMUM STANDARDS PROVISIONS

Upon the recommendation of the Airport Commission, the County may, at its discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing fire prevention, or fire fighting or rescue service operations. The Airport Commission may further temporarily waive any of the Minimum Standards for non-governmental applicants when it deems such waiver to be in the best interest of the Airport's operations.

SECTION III. LEASE PROVISIONS

A. TERMINATION

The County shall have the right, at its discretion, to terminate any lease or other agreement authorizing the FBO to conduct any service or business on the Airport and to revoke any FBO license, authority, or permit to do business on the Airport for any reason provided in the Rules, or by law; and, in addition thereto, upon the happening of any one or more of the following:

- 1. For Cause (Termination)
 - a. Filing of petition voluntarily or involuntarily, for the adjudication of bankruptcy.
 - b. The FBO making any general assignment for the benefit of creditors without the approval by the County.
 - c. The abandonment or discontinuance of any licensed operation at the Airport by the FBO or the failure to conduct such operation on a full-time basis without prior approval of the Airport Commission.

SECTION III. LEASE PROVISIONS

B. TERMINATION (Cont'd.)

- d. The failure by the FBO to promptly pay, when due, all rents, fees and other charges to the County.
- e. The failure of the FBO to remedy any default or breach or violation by the Operator or his employees in keeping, observing, performing and complying with the Rules and the terms and conditions in any lease or agreement entered into pursuant hereto on the part of the FBO to be performed, kept or preserved, not involving the payment of rents, charges, fees, or other payments to be paid to the County within thirty (30) days from the date written notice from the Airport Commission has been mailed or delivered to the place of business of the FBO at the Airport.
- f. The FBO, or any partner, officer, director, employee, or agent thereof, commits any of the following:
 - (1) Violates any of the Rules or the Minimum Standards herein; or
 - (2) Engages in unsafe, abnormal, or reckless practices in the operation of any aircraft or motor vehicle on or in the vicinity of the Airport, which creates a hazard to the safety of other Airport users, other aircraft or the general public; endangers property; or which could, if an emergency developed, unforeseeably result in causing personal injuries or death to a person or damage to property; or
 - (3) Causes serious personal injury or the death of a person, or property damage involving in excess of \$10,000 for repairs, or loss arising from the FBO's negligent or wrongful conduct of business at the Airport; or
 - (4) Operates the business of the FBO in such fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property on the Airport, the general public, or any pilots, students or passengers.
- g. It becomes known to the Airport Commission that the FBO, or someone on his behalf and with his knowledge, supplied false information or misrepresented any material fact in the application, supporting documents, or in statements to or before the Airport Commission pertaining to the application, or failed to make full disclosure in the application, the supporting documents, or in statements to or before the Airport Commission.

2. Without Cause (Termination)

- a. In the event St. Mary's County determines to close the Airport in its entirety or close the Airport to all traffic it is not legally bound to serve.
- b. In the event of termination, the FBO shall forthwith peaceably vacate the Airport and surrender possession of the premises and cease all business operations on the premises and cease all business operations on the Airport. Should the operator fail to make such surrender, the County shall have the immediate right, and without further notice to the FBO, enter by force or otherwise take full possession of the space occupied by the FBO on the Airport, and with or without legal process to expel, oust and remove any and all parties and any and all goods and chattels not belonging to the County that may be found within or upon the space at the expense of the operator and without being liable to prosecution or to any claim for damages therefore. Upon such termination, all rights, powers and privileges of the FBO hereunder shall cease, and the FBO shall immediately vacate any space it occupies under this agreement or any lease or leases, and shall make no claim of any kind whatsoever against the County, its agents or representatives by reason of such termination or any act incident thereto. In the event of termination for cause, all structures and other improvements made to the Airport by the FBO shall become the property of the County and shall remain on the Airport after the FBO ceases operations and vacates the premises. In the event of termination without cause, the operator shall be given a reasonable period of time within which to negotiate with the County the sale to the County at Fair Market Value all structures and improvements

2. Without Cause (Termination) (Cont'd.)

erected by it on Airport property. Any structures or improvements on the Airport after such reasonable period has elapsed shall be and remain the property of the County.

- c. In addition to all other rights and remedies provided in these Minimum Standards, the County shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction to enforce these Minimum Standards, to obtain compliance therewith, and to impose the penalties herein provided.

C. INSPECTION AND MAINTENANCE

- 1. To the extent necessary to protect its rights and interests or to investigate compliance with the terms of the lease and the Airport Rules, the County or any member thereof, its Engineer, its Attorney, its Police Officers and the Airport Manager shall have the right to inspect at all reasonable times all airport premises together with all structures or improvements, and all aircraft, equipment and all licenses and registrations.
- 2. Each FBO shall be responsible for the removal of snow and ice from its leased area or areas in which it is authorized to operate and shall keep such leased area and areas which it is authorized to operate free and clear of all weeds, rocks, debris and other materials which is unsightly or could cause damage to aircraft, buildings, persons or automobiles.
- 3. No Person shall throw, dump or deposit any waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

D. SUB-LEASING / SALE OF LEASE

No right, privilege, permit, or license to do business on the Airport, or any lease of any area of the Airport shall be assigned, sublet, sold, or otherwise transferred or conveyed in whole or in part without prior written consent of the County upon recommendation of the Airport Commission.

E. FAA REQUIRED LEASE PROVISIONS

Each lease at the Airport shall contain the following provisions regarding subordination, emergency leasing to the U.S., and nondiscrimination. The language for these provisions is as follows:

- 1. Lease Subordinate to Agreement between Lessor and the United States: This lease shall be subordinate to the provisions of any existing agreement between the Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
- 2. Emergency Lease to United States:
 - a. During the time of war or national emergency, the Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.
 - b. All facilities of the Airport developed with Federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft in common with other aircraft at all times without charge; except if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

SAMPLE

The (Grantee, Licensee, Lessee, Permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add: "as a covenant running with the land"), that (1) no person on the grounds of race, color, creed, national origin, age, handicap, or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, national origin, age, handicap, or sex shall be excluded from participation in, denied benefits of, other otherwise be subjected to discrimination; and (3) that the (Grantee, Licensee, Lessee, Permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, (Name of Sponsor) shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

REFERENCES

- Federal Aviation Agency Policy Statement "Exclusive Rights at Airports", as published in the Federal Register (30 F@ 13661), October 27, 1965.
- Federal Aviation Administration Order 5190.6A "Airport Compliance Requirements" dated October 2, 1989.
- Federal Aviation Administration Advisory Circular AC 150/5190-2A "Exclusive Rights at Airports" dated April 4, 1972.
- Federal Aviation Administration Agency Circular AC 150/5190-1A "Minimum Standards for Commercial Aeronautical Activities on Public Airports" dated December 16, 1985.
- NFPA 101 Life Safety Code 1988 "Chapter 29, Storage Occupancies", Section 29-6, Special Provisions for Aircraft Hangars.
- NFPA 407 Aircraft Fuel Servicing, 1990 Edition and all NFPA Standards referenced in 407.