

**MINIMUM STANDARDS
FOR
FIXED BASE OPERATORS
PROVIDING AERONAUTICAL SERVICES
TO THE PUBLIC AT THE
CHESAPEAKE REGIONAL AIRPORT
CHESAPEAKE, VIRGINIA**

REVISED
JANUARY 13, 2003

CPK.MINSTDS-1-13-3.doc

Airport Vision Statement

"Our vision is for a safe, well maintained general aviation airport where people desire to work, visit and conduct business and/or operate/base an aircraft. We will strive to preserve a balance between corporate and recreational aviation activities. We envision a community that has pride in its' airport and recognizes the economic value it brings to the City. Further, we envision airport expansion that continues to enhance airport operations while maintaining a close relationship with business and residential users, as well as the surrounding communities."

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
CHAPTER 1	GENERAL PROVISIONS	
1	Purpose	1
2	Definitions	1
CHAPTER II	AUTHORIZATION TO OPERATE AT THE AIRPORT	
1	General	3
2	Business Name	3
3	Application Procedure	4
4	Action on Application	4
5	Lease or Contract	6
6	Airport Lease Non-Transferable	6
7	Rates	6
CHAPTER III	Minimum Standards for Fixed Based Operators (FBO) or Specialized Aviation Services Operators (SASO)	
1	General	7

TABLE OF CONTENTS CONT.

SECTION	DESCRIPTION	PAGE
2	FBOs and SASOs Defined	10
3	Aviation Fuel Sales	10
4	Aviation Maintenance and Repair	12
5	Aircraft Charter	13
6	Aircraft Rental	13
7	Flight Training	14
8	Aircraft Sales	15
9	Parts and Accessories Sales	15
10	Aircraft Outside Storage	15
11	Aircraft Inside Storage, T-Hangars	15
12	Avionics Shop	16
13	Specialized Commercial Aeronautical Services	16
14	Requirements for Sublessors Conducting Aeronautical Services	17
15	Expansion of Services	18
16	Personal Aircraft Sales	18
17	Effect on Existing Leases	18
18	Waiver of Minimum Standards	18

TABLE OF CONTENTS CONT.

SECTION	DESCRIPTION	PAGE
CHAPTER IV FAA REQUIRED LEASE PROVISIONS		
1	General	18
CHAPTER V MISCELLANEOUS		
1	Severability	20
2	Effective Date	20

APPENDICES

DESCRIPTION	PAGE
Appendix A: Airport Layout Map	21
Appendix B: Application for Commercial Operating Permit	22

CHAPTER I
GENERAL PROVISIONS

SECTION 1 PURPOSE

1.1 The minimum standards contained in this document (the Minimum Standards) are intended to provide the minimum threshold requirements for any person wishing to provide aeronautical services to the public on the Chesapeake Regional Airport. These Minimum Standards are designed to assure that the flying public is provided with all of the necessary aircraft services on the Airport as well as preventing unqualified persons from offering aeronautical activities to the public on the Airport. The Minimum Standards are intended to be reasonable and non-discriminatory. They shall be observed and abided by.

SECTION 2 DEFINITIONS

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

1.2.1 AGL: An altitude expressed in feet measured above ground level.

1.2.2 AIM: Aeronautical Information Manual. A publication containing basic flight information and air traffic control procedures designed primarily for use as a pilot's instructional and reference manual in the National Airspace System of the United States.

1.2.3 Aeronautical Activities: Any activity 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. Aeronautical activities include, but are not limited to: Air Taxi and charter operations, pilot training, aircraft rental, aircraft hanger leasing, sight-seeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sales of aviation petroleum products, repair and maintenance of aircraft, sales of aircraft parts and any other activities which directly relate to the operation of aircraft. In contrast, examples which are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, in-flight food catering and auto parking lots.

1.2.4 Aeronautical Service: 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 airport owner to provide such service.

1.2.5 Airport: Chesapeake Regional Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan, or as it may hereafter be extended, enlarged or modified.

1.2.6 Airport Manager: That person or persons employed, designated or appointed by the Airport Authority to manage the airport. (See sec 3 of this chapter)

- 1.2.7 Airport Operations Area (AOA): That surface of the airport used, or intended to be used for landing, take off, taxiing or the maneuvering of aircraft.
- 1.2.8 Authority: Chesapeake Airport Authority.
- 1.2.9 City: The city of Chesapeake, Virginia, its designated officials, officers, employees or representatives.
- 1.2.10 CTAF: Common Traffic Advisory Frequency. (123.05Mhz for Chesapeake Muni)
- 1.2.11 FAA: Federal Aviation Administration.
- 1.2.12 FAR: Federal Aviation Regulations.
- 1.2.13 FBO: Fixed Base Operator(s) is a person or entity who has a lease from the Authority, or a sublease approved by the Authority to provide two or more aeronautical service to the public at the Airport.
- 1.2.14 IFR: Instrument Flight Rules, which govern the procedures for conducting instrument flight.
- 1.2.15 Landside: All buildings and surfaces on the airport used by vehicular and pedestrian traffic that is not part of the AOA.
- 1.2.16 MSL: An altitude expressed in feet measured from Mean Sea Level.
- 1.2.17 Minimum Standards: Those standards established by the Authority as the minimum requirements to be met by an FBO or SASO as a condition for the right to provide aeronautical services to the public at the Airport.
- 1.2.18 NFPA: National Fire Protection Association.
- 1.2.19 Normal Business Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday, unless modified by the Airport Manager in writing.
- 1.2.20 NOTAM: "Notice to Airmen" published by the FAA.
- 1.2.21 NTSB: National Transportation Safety Board and its successors.
- 1.2.22 Person: An individual, corporation, partnership, association or any other legal entity.
- 1.2.23 Pedestrian: any person afoot.
- 1.2.24 "Shall": The word "shall" is always mandatory.

1.2.25 Specialized Aviation Service Operations (SASO): Aeronautical service providers that offers a single or limited service.

1.2.26 Ultralight: An aeronautical vehicle operated for sport or recreational purpose which does not require FAA registration, airworthiness certificate or pilot certification. The aircraft can not exceed an empty weight of 254 lbs, an airspeed of 55 kts or have a fuel capacity of more than 5 U.S. gallons.

1.2.27 Unicom: A non-governmental communications facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.

1.2.28 VDOA: Virginia Department of Aviation.

1.2.29 WADO: Washington Airports District Office, Federal Aviation Administration.

CHAPTER II

AUTHORIZATION TO OPERATE AT THE AIRPORT

SECTION 1 GENERAL

2.1.1. An FBO or SASO must meet the following prerequisites to operate at the Airport:

- a. Obtain the consent of the Authority through the application process set forth in these Minimum Standards.
- b. Obtain and comply with all requirements for appropriate licenses from any governmental authority to operate an FBO or SASO at the Airport.
- c. Enter into a written agreement with the Authority. The FBO or SASO further understands that in the conduct of all of its operations at the Airport, public safety and public interest are paramount.
- d. Deliver to the Authority a Certificate of Insurance in a form acceptable to the Authority.

SECTION 2 BUSINESS NAME

2.2.1. No person or entity shall provide an aeronautical service to the public on the Airport under a business name identical to or substantially similar to the business name of any other FBO or SASO on the Airport.

SECTION 3 APPLICATION PROCEDURES

2.3.1 Any applicant wishing to establish an FBO or SASO on the Airport shall be

furnished a copy of the Minimum Standards, as amended, and shall make application in writing to the Authority setting forth in detail the following:

- a. The name and address of the applicant.
- b. The proposed land use, facility and/or activity sought.
- c. The names and the qualifications of the personnel to be involved in conducting such activity.
- d. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought.
- e. Show evidence that it can meet or exceed the stated minimum standards for the aeronautical service to be provided to the public at the Airport.
- f. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity.
- g. The requested or proposed date for commencement of the activity and the term of conducting the same.
- h. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities.

SECTION 4 ACTION ON APPLICATION

2.4.1. All applications will be reviewed and acted upon by the Authority within 30 days from the receipt of a complete application. Applications may be denied for one or more of the following reasons:

- a. The applicant does not meet qualifications, standards and requirements established by these minimum standards.
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport.
- c. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Authority.
- d. There is no appropriate or adequate available space or building on the

Airport to accommodate the entire activity of the applicant.

- e. The proposed operation, airport development or construction does not comply with the approved Airport Layout Plan.
- f. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in unduly interfering with the operations of any present FBO or SASO on the Airport, such as problems in connection with aircraft traffic or service or preventing free access and egress to the existing FBO or SASO area, or will result in depriving, without the proper economic study, an existing FBO or SASO of portions of its leased area in which it is operating.
- g. Any party applying or interested in the business, has supplied false information, or has misrepresented any material fact in the application or supporting documents, or has failed to make full disclosure on the application.
- h. Any party applying or having an interest in the business, has a record of violating the Airport 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.
- i. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Authority, City of Chesapeake, or any lease or other agreement at any other airport.
- j. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Authority to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO or SASO lease.
- k. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
- l. The applicant has committed any crime, or violated any Authority ordinance rule, or regulation, which adversely reflects on his ability to operate the FBO or Authority operation for which the application is made.

SECTION 5 LEASE OR CONTRACT

2.5.1. Upon approval of any such application as submitted or modified, the Authority shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the FBO or SASO shall be conducted. In every instance the lease or contract shall be conditional upon the following:

- a. The lease shall incorporate the Minimum Standards for the services to be provided and the FBO or SASO shall continue to meet or exceed the stated standards. Failure to comply after notification shall constitute grounds for termination or cancellation of the lease.
- b. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of Virginia and shall conform to the requirements of current building codes and fire regulations of the City of Chesapeake, and any construction commenced will be diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.
- c. The Authority shall reserve the right to modify or alter these Minimum Standards from time to time; however, any increase or expansion in the Minimum Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal, modification or extension of any leasehold term.

SECTION 6 AIRPORT LEASES NON-TRANSFERABLE

2.6.1 No right, privilege, permit or license to do business at this Airport or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior express written consent of the Authority, which shall not be unreasonably withheld.

SECTION 7 RATES

2.7.1 Product prices, service charges or rates charged by FBO's or SASO at their leaseholds for hanger space, tie downs, etc., shall not be excessive, discriminatory or otherwise unreasonable.

2.7.2 FBO and SASO services charge, product prices and rates shall be submitted to the Authority for review on an annual basis.

CHAPTER III

**MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBO) OR
SPECIALIZED AVIATION SERVICE OPERATORS (SASO)**

SECTION 1 GENERAL

3.1.1 Each FBO is required to provide and maintain an office which shall be staffed and open to the public during normal business hours. Such office shall be the operator's office or place of business on the Airport. This office shall include a waiting room with appropriate furnishings, restrooms or access thereto and a telephone (unless adequate facilities currently exist as determined by the Authority). These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The FBO office shall contain at least 300 square feet of inside floor space, less inside partitions unless modified by the Authority for the aeronautical services offered to the public. Each SASO shall provide suitable office space necessary to conduct its approved aeronautical service and shall be staffed as necessary to provide the service for which it has been approved. Only one office shall be required of each FBO or SASO. No FBO or SASO, its employees, agents, officers or other persons connected with the business shall use the office area or other facilities of any other FBO or SASO without consent of said FBO or SASO and the Authority

3.1.2 Each FBO or SASO shall enter into an agreement with the Authority which shall include an agreement on the part of the FBO or SASO to accept, be bound by, comply with and conduct its business operations in accordance with the Airport Rules and Regulations.

3.1.3 Unless otherwise provided in a lease agreement with the Authority, the FBO or SASO shall lease from the Authority all buildings, structures and improvement all of which will be maintained by the Authority. The FBO or SASO shall also lease from the Authority needed ramps and tie-down areas also maintained by the Authority. Any fences and all other facilities and improvements required by the FBO or SASO shall be requested from the Authority. All sub-leases require Authority approval.

3.1.4 The FBO or SASO shall pay when due all charges for telephone service and all other services supplied to the FBO or SASO for this operation at the Airport. The FBO or SASO shall reimburse the Authority for water, sewer and power usage at the facilities leased from the Authority. The FBO or SASO shall also promptly pay, when due, all wages or salaries to his employees, and all rentals, fees and payments to the Authority.

3.1.5 Unless otherwise provided by the Authority, all operations of the FBO or SASO conducted in an area of sufficient size to accommodate all services for which the operator is approved, allowing for growth in the foreseeable future. The FBO or SASO shall not use any common use areas except as authorized by the Airport Rules and Regulations or by the Authority.

3.1.6 The FBO or SASO shall provide financial assurances or security (including personal guaranties) determined by the Authority to provide financial protection to the Authority against failure of the FBO or SASO to perform its obligations.

3.1.7 A FBO or SASO shall cooperate with the Authority and Airport Manager in the operation, management and control of the Airport, and shall do all things necessary to advance or promote the Airport and to develop and maintain the Airport as an attractive, efficient and modern facility.

3.1.8 All complaints by persons other than the Authority against any FBO or SASO for violation of the Airport Rules and Regulations or the terms of a FBO or SASO agreement, shall be made in writing and filed with the Authority. All complaints shall be signed by the person or persons making the complaint and shall specify dates, times, facts and witnesses, if any.

3.1.9 The FBO or SASO agrees to indemnify, defend, save and hold harmless the Authority, its agents, officers, representatives and employees, from, and against any and all actions, penalties, liability, claims, demands, damages or losses arising directly or indirectly out of acts or omissions of the FBO or SASO, its agents, officers, representatives, employees, servants, guests or visitors.

3.1.10 To guarantee performance of paragraph 3.1.9 above, the FBO or SASO shall secure, at its expense, public liability and property damage insurance on which the Authority and its agents, officers, representatives and employees shall be named as additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or renewals of extensions thereof. Such policies shall meet the requirements and be in the minimum amounts stated in CHAPTER VII of Airport Rules and Regulations. Copies of all such policies of insurance shall be delivered to the Authority and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the FBO's or SASO's liability to the Authority. If the Authority or any of its authorized agents, officers, representatives or employees becomes liable for an amount in excess of the insurance, the FBO or SASO agrees to indemnify, defend, save and hold harmless the Authority, its agents, officers, representatives and employees for the whole thereof.

3.1.11 The FBO or SASO shall furnish all services authorized or approved by the Authority on a fair, and not unlawfully discriminatory basis to all persons, and shall charge fair, reasonable and no unlawfully discriminatory prices for each unit of service provided that the FBO or SASO may make reasonable discounts, rebates or other similar types of price reductions to volume purchasers, if permitted by law.

3.1.12 Each FBO or SASO, upon being fully authorized by the Authority, shall immediately commence and conduct on a full time basis, all business activities and services upon completion of said facility.

3.1.13 The Authority may, at its discretion, terminate any lease or other agreement authorizing the FBO or SASO to conduct any services or businesses at the airport, which said termination shall automatically revoke the FBO's or SASO's lease, for any cause or reason provided in the Airport Rules and Regulations, or of the terms of any agreement between the Authority and the FBO or SASO, and in addition thereto, upon the happening of any one or more of the following:

- a. Filing of a petition, voluntarily or involuntarily, for the adjudication of the FBO or SASO as bankrupt.
- b. The FBO or SASO making any general assignment for the benefit of creditors.
- c. Abandonment or discontinuance of any permitted operation at the airport by the FBO or SASO, or the failure to conduct operation on a full time basis without the prior approval of the Authority.
- d. Failure of the FBO or SASO to remedy any default or breach of violation by it or its personnel in keeping, observing, performing and complying with the Airport Rules and Regulations and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the FBO or SASO to be performed kept or preserved, within 30 days from the date written notice from the Authority has been mailed, or delivered to the place of business of the FBO or SASO on the Airport.
- e. Failure to promptly pay the Authority, when due, all rents, charges, fees and other payments are due the Authority.
- f. Operation of the business of the FBO or SASO so as to create a safety hazard on the airport for other airport users, aircraft or properties, the general public or any pilots, students or passengers.
- g. The discovery that the FBO or SASO has misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information.
- h. Any action or omission of the FBO or SASO or its principals which adversely affect the mission of the Airport.

3.1.14 In the event of such termination, the FBO or SASO shall immediately and peaceably vacate the Airport and surrender possession of the premises to the Authority and shall cease and desist all business operations at the Airport. Should the FBO or SASO fail to make such surrender, the Authority shall have the right at once and without any notice to the FBO or SASO to enter and take full possession of the space occupied by the FBO or SASO at the Airport by force otherwise, and to expel, oust and remove any and all persons that may be found within or upon the space property at the sole expense of the FBO or SASO and without being liable to prosecution or to any claim for damages. Upon such termination by the Authority, its agents or representative by reason of such termination or any act or omission related thereto.

3.1.15 The Airport Manager or any authorized agent of the City or Authority, shall have the right to inspect, at any time during normal business hours, all airport premises, together with the structures or improvements, and all aircraft, equipment, all licenses and

registrations and all records of the FBO or SASO or its officers, agents, or representatives of agents.

3.1.16 The FBO or SASO shall park and store the aircraft used in its operations and its customers' aircraft only on areas assigned by the Authority, unless alternate arrangements for such parking or storage are made with another FBO or SASO or the Airport Manger.

3.1.17 The FBO or SASO will require written sublease agreements for all hanger floor space. The agreements will outline limitations and responsibilities of both lessee and lessor. The sublease agreements will be provided to the Authority for review and approval prior to use.

3.1.18 The FBO or SASO will be responsible for establishing and maintaining a listing of available hanger space and current hanger and tie-down rental rates at the airport. The FBO or SASO will maintain a waiting list for hangar space if needed and the Authority will periodically review the list.

SECTION 2 FBOs and SASOs DEFINED

3.2.1 A Fixed Base Operator (FBO) is a person or entity who has a lease from the Authority or a sublease approved by the Authority to provide two or more aeronautical service to the public at the Airport. Specialized Aviation Service Operations (SASO) are aeronautical service providers that offers a single or limited service. The FBO or SASO must meet the qualifications, standards and requirements of these Minimum Standards, pay all required fees and receive approval from the Authority. As appropriate, the Authority will accept requests from Specialized Aviation Services Operators (SASO) who wish provide more than one commercial aeronautical activity in order to become a FBO. FBO's desiring to provide retail aviation fuel and oil sales are required to also provide aircraft maintenance.

SECTION 3 AVIATION FUEL SALES

3.3.1 Except as otherwise provided in any agreement between the FBO and the Authority, a FBO conducting aviation fuel and oil sales or service to the public shall also provide aircraft maintenance service and shall be required to provide the following facilities, services and equipment;

- a. A FBO providing aviation fuel sales and line service at the Airport shall lease or sub-lease, with the approval of the Authority, 300 square feet of office space (see paragraph 3.1.1. above) with permanent rest rooms facilities for personnel and customers 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 equipment, supplies and storage for the aircraft being serviced and the flow of traffic in and out of the aircraft fuel servicing areas. Arrangements for automobile parking for employees and customers must also be made.

- b. Line service shall be available from dawn to dusk every day of the year unless modified in writing by the Airport Manager.
- c. Appropriate grades of aviation fuel including 100 octane low lead (100 LL) and Jet Fuel (Jet A).
- d. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
- e. Mobil fuel dispensing equipment, properly maintained, meeting all applicable federal, state and city requirements for such equipment.
- f. Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields and for recharging or energizing discharged aircraft batteries and starters.
- g. Safe storage and handling of fuel in conformance with all federal, state and city fire codes pertaining to safe storage and handling of fuel.
- h. Adequate towing equipment and parking area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
- i. Lawful and sanitary handling and timely disposal, of all trash, waste and other materials including, but not limited to used oil, solvents and other waste. The piling and storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
- j. Adequate bonding wires installed, continuously inspected and maintained at all fueling locations, to eliminate the hazards of static electricity.
- k. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by city fire codes.
- l. A guest register/log of all aircraft using the airport to document airport usage to aid in obtaining federal and state funds.

SECTION 4

AIRCRAFT MAINTENANCE AND REPAIR

3.4.1 Except as otherwise provided in any agreement between the FBO or SASO and the Authority, a FBO or SASO offering aircraft engine, airframe and accessory sales, maintenance and repair facilities to the public shall provide:

- a. The FBO or SASO who engages in an aircraft maintenance service business and sells parts and accessories at the Airport shall lease or sub-lease, with the approval of the Authority, 300 square feet of office space, restrooms for personnel and customers, and waiting lounge. The FBO or SASO shall lease, or sublease with the authority approval a hangar having a minimum of 6,000 square feet, and in addition, an area of ramp to tie down a minimum of three aircraft. Arrangements for automobile parking for employees and customers must also be made.
- b. In case of airframe and/or engine repairs, sufficient hanger space to house any aircraft upon which such service is being performed.
- c. Adequate enclosed shop space to house the equipment and adequate equipment and tools, jacks, lifts and testing equipment to perform overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft.
- d. At least one FAA certified air frame and power plant mechanic with inspection authority for the work to be performed shall be available during normal business hour unless modified in writing by the Airport Manager and on call at all other times.
- e. The ability to remove, or have removed, any disabled aircraft from the AOA (as soon as permitted by FAA, NTSB and Virginia State Police authorities).
- f. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with federal, state and city regulations.
- g. Facilities for washing and cleaning of aircraft that meet the Environmental Protection Agency requirements for storm water discharge and.
- h. Aircraft shall not be stored for salvage operations unless screened from public view, in an area designated by the Authority.

SECTION 5 AIRCRAFT CHARTER

3.5.1 Except as otherwise provided in any agreement between the FBO or SASO and the Authority, a FBO or SASO conducting aircraft charter and/or air taxi service shall be required to provide:

- a. Suitable space for an office, passenger lounge, restrooms or access to restrooms and telephone facilities. If cargo is to be carried, the FBO or SASO shall lease or sublease with the Authority's approval an additional 150 square feet.
- b. Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection and handling of luggage.
- c. Obtain and maintain applicable insurance as required in Chapter VII of the Airport Rules and Regulations.
- d. At least one aircraft that:
 - (1). has a seating capacity of at least four.
 - (2). is certified for IFR flight.
 - (3). the operation must meet all requirements of FAR Part 135 and FAR Part 119.

SECTION 6 AIRCRAFT RENTAL

3.6.1 Except as otherwise provided in any agreement between the FBO or SASO and the Authority, a FBO or SASO offering aircraft for rental shall be required to provide:

- a. *Suitable office space to conduct the approved aircraft rental service. The office space shall be heated, lighted and air conditioned and have restrooms or access to restrooms and a telephone. If the aircraft rental service is being provided by a SASO, the office shall be staffed commensurate with its level of activity, but shall always be staffed at the time of aircraft pickup. If the renter's planned time of departure is during other than normal business hours the time of aircraft pickup shall be deemed to be that time when the aircraft rental agreement is consummated and the renter is provided with the aircraft key(s), checklists, operating manual, etc. at CPK.*
- b. *Adequate auto parking for customers and employees.*
- c. At least two airworthy aircraft suitably maintained and certified.
- d. *Tie down spaces or hangar storage space for all aircraft based at the Airport.*

- e. Adequate facilities for servicing and repairing the aircraft or provide the Authority with the arrangements the FBO or SASO has made for servicing and repair of the aircraft for rent.
- f. *A properly certified pilot capable of and available as necessary to conduct flight checks of prospective renters.*
- g. Maintain applicable insurance as required in Chapter VII of the Airport Rules and Regulations.
- h. Proper checklist and operating manual for all aircraft being rented.
- i. And an adequate supply of properly located fire extinguishers and other precautions and/or equipment required by city fire codes.

SECTION 7 FLIGHT TRAINING

3.7.1 Except as otherwise provided in any agreement between the FBO or SASO and the Authority, a FBO or SASO conducting flight training activities shall provide:

- a. Suitable space for an office with restrooms or access to restrooms and telephone facilities. If ground school is offered, the FBO or SASO shall lease or sublease with the Authority approval an additional 150 square feet for a class room.
- b. At least one training aircraft that:
 - (1) Has a minimum of two seats.
 - (2) Is maintained in accordance with Federal Aviation Regulations.
 - (3) Is kept in a clean and presentable manner.
 - (4) Is available for training and rental.
- c. At least one four place training and rental aircraft which complies with items b. (2), (3) and (4) above.
- d. Equipment for IFR flight and training in at least one aircraft that is fully IFR equipped and certified per FAR's.
- e. At least one full-time properly certified flight instructor available on call eight hours a day, six days a week.

- f. At least one properly certified instructor providing ground school instruction sufficient to enable a student to pass the FAA written examinations for private pilot and commercial ratings.
- g. Obtain and maintain applicable insurance as required in Chapter VII of the Airport Rules and Regulations.
- h. Adequate office and classroom space, separate from public areas, for at least five students.
- i. Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
- j. Auto parking for customers and employees.

SECTION 8 AIRCRAFT SALES

3.8.1 The FBO or SASO shall provide a suitable office with restrooms or access to restrooms and shall lease from the Authority or sublease with approval of the Authority an area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. Provide for adequate auto parking for customers and employees. All inventory must be insured with liability coverage acceptable to the Authority.

SECTION 9 PARTS AND ACCESSORIES SALES

3.9.1 The FBO must have a lease to conduct two or more additional aeronautical services listed in this section, and provide suitable space for tie-down area of sufficient size to accommodate all aircraft used by the FBO in its operations and all aircraft that will be parked or stored by the operator.

SECTION 10 AIRCRAFT OUTSIDE STORAGE

3.10.1 The FBO must have a lease to conduct two or more additional FBO services listed in this section, and provide suitable space for tie-down area of sufficient size to accommodate all aircraft used by the FBO in its operations and all aircraft that will be parked or stored by the operator.

SECTION 11 AIRCRAFT INSIDE STORAGE, T-HANGER

3.11.1 A FBO or SASO shall provide a storage building of sufficient size to accommodate at least ten single engine aircraft. The FBO or SASO may have an office in the storage building. If no office is maintained, the FBO or SASO shall post in conspicuous places on the hanger facilities the name, address and telephone number of the FBO or SASO and of the person who shall be managing or operating the hanger

facilities. The operator shall have an area of sufficient size to accommodate the building with proper access and construct said facilities in locations stipulated in the Airport Master Plan with specific plans approved by the Authority. Aircraft hangers will be used solely for the storage of registered aircraft and aviation equipment.

SECTION 12 AVIONICS SHOP

3.12.1 Except as otherwise provided in any agreement between the FBO or SASO and the Authority, a FBO or SASO offering avionics services to the public shall:

- a. The FBO or SASO who engages in avionics and interment repair service business at the Airport shall lease or sub-lease, with the approval of the Authority, suitable office space with restrooms or access to restrooms, *suitable space for the instrument repair shop and test facilities (500 square feet shall be used as a guideline)*, hangar space sufficient to house one small twin-engine aircraft being repaired and, in addition, an area of ramp to tie down a minimum of two aircraft. Provide for adequate auto parking for customers and employees.
- b. The repair shop facility shall be equipped with such tools, machinery, equipment, parts and supplies as are normally necessary to conduct a full-time business operation in the avionics and instrument sales and repair 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.
- c. Have available on a full time basis, during normal business hours, an FAA certified technician in the field of aircraft electronics and/or aircraft instruments with proper Federal Communication Commission license to conduct complete aircraft transmitter, receiver and antenna repair.

SECTION 13 SPECIALIZED COMMERCIAL AERONAUTICAL SERVICES

3.13.1 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:

- a. Nonstop sightseeing flights.
- b. Aerial photography or survey.
- c. Fire watch and fire fighting.
- d. Power line, underground cable or pipe line patrol.

- e. Aerial application of agricultural chemicals.
- f. Other operations specifically excluded from Part 135 of Federal Aviation Regulations.

3.13.2. Other specialized commercial aeronautical services which have varied requirements are:

- a. Avionics sales and/or service.
- b. Aircraft manufacturing.
- c. Engine or subassembly overhaul (station).
- d. Upholstery shop.

3.13.3. These activities are so varied that their requirements on the Airport will depend on the scope of their operation. In some cases the only airport requirement need is access, or for a tie down space, since all other activities of the business are normally conducted off the Airport. The Minimum Standards and insurance coverage will be determined based upon a detailed application submitted by the person requesting permission to perform the aeronautical activity on the Airport.

SECTION 14 REQUIREMENTS FOR SUBLESSORS CONDUCTING AERONAUTICAL ACTIVITIES

3.14.1 Each FBO or SASO proposing to subcontract an aeronautical activity as a sublessor at the Airport shall meet the following requirements to the satisfaction of the Authority:

- a. The sublessor must have the financial capability to support the activity.
- b. The sublessor must meet applicable requirements of the FAA, VDOA or other authority governing the proposed activity.
- c. The sublessor must furnish suitable insurance (Chapter VII of the Airport Rules and Regulations) acceptable to the Authority, including liability insurance and bonding, to protect and hold the Authority, its officials, employees, agents and representatives harmless from any liability arising out of the proposed activity.

3.14.2 No interest in the activity shall be transferred to another party without written consent of the Authority.

3.14.3 The Authority will have final approval all subleases on the Airport.

SECTION 15 EXPANSION OF SERVICES

3.15.1 When an applicant (FBO or SASO) wishes to qualify and establish a specialized aeronautical service not already being provided at the Airport, the foregoing minimum standards may be modified for a limited period of time, subject to written approval of the Authority. It is the express purpose of this provision to encourage the expansion of services at the Airport where they do not exist, and only to the extent, and for the period of time necessary to create an inducement to the establishment of such services. An applicant may be required to demonstrate that there is an economic need for the service.

SECTION 16 PERSONAL AIRCRAFT SALES

3.16.1 Nothing contained herein shall prohibit any individuals from selling their privately owned aircraft.

SECTION 17 EFFECT ON EXISTING LEASES

3.17.1 All leases of land under written lease agreement with the Authority, at the time these Minimum Standards become effective, shall be required to comply with these Minimum Standards as required in their lease or at the next amendment or modification of their lease.

SECTION 18 WAIVER OF MINIMUM STANDARDS

3.18.1 The Authority 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 operations but only to the extent permitted by the rules of the FAA and the laws of the Commonwealth of Virginia and The City of Chesapeake. The Airport Authority 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 operation.

CHAPTER IV

FAA REQUIRED LEASE PROVISIONS

SECTION 1 GENERAL

4.1.1 Each FBO's or SASO's lease at the Airport shall contain the following provisions regarding subordination, emergency leasing to the United States and nondiscrimination. The language for these provisions is as follows:

- a. Lease Subordinate to Agreement between Lessor and the United States:
This lease shall be subordinate to the provisions of any existing agreement between the Authority (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.

b. Emergency Lease to United States:

1. During times 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.
2. 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.

c. Public Responsibility:

1. An FBO or SASO shall cooperate with the Authority and Airport management in the operation, management and control of the Airport, and shall do all things reasonably necessary to advance or promote the Airport and aeronautical activities thereon and to develop the facility into an attractive, efficient and modern airport by the provision of responsible, safe and adequate services to the public.
2. The FBO or SASO shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the aeronautical operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.
3. The FBO or SASO for itself, its personal representative, successors in interest and assignees hereby agrees that:
 - (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits

of, or be otherwise subjected to discrimination in the use of said facilities;

- (b) 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, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - (c) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
4. That in the event of breach of any of the above non-discrimination covenants, the Authority shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

CHAPTER V

MISCELLANEOUS

SECTION I SEVERABILITY

5.1.1. In the event that any provision of these Minimum Standards shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Minimum Standards shall remain in full force and effect.

SECTION EFFECTIVE DATE

5.2.1. These Minimum Standards shall be effective thirty days following the date of their approval by the Authority.

Chesapeake Regional Airport Minimum Standards

APPENDIX A: Airport Layout Map

Chesapeake Regional Airport Minimum Standards

APPENDIX B: Application for Commercial Operating Permit

**CHESAPEAKE REGIONAL AIRPORT
APPLICATION FOR COMMERCIAL OPERATING PERMIT**

GENERAL

Before completing this application, applicant should become familiar with the latest edition of the Chesapeake Regional Airport Rules and Regulations and Minimum Standards. A copy of these documents can be obtained from the Director of Aviation Services, Chesapeake Regional Airport.

TYPE OF BUSINESS

1. Aeronautical Non-Aeronautical

2. Give brief description of intended business.
3. State the type and size of facilities needed to conduct the business indicated, including any special considerations or equipment.

EXPENDITURES

Will this operation require the Airport Authority to spend funds or supply labor and materials in any way, at any time? If yes, explain in detail.

OWNERSHIP

Attach a list of all individuals and/or business owning an interest in the proposed operation. The list will include complete mailing addresses, telephone numbers, E-mail and FAX numbers if applicable.

Chesapeake Regional Airport Minimum Standards Application for Commercial Operating Permit

FINANCIAL

The following documents will be submitted in support of this application:

1. At least two (2) business references.
2. At least two (2) credit references
3. Proof of property and liability insurance and bonding in amounts sufficient to cover the proposed operation.

SUPPORTING DOCUMENTS

Include in this application that information and documents requested below:

1. Brief description of previous experience in this type of business.

- 2. Licenses, certifications or permits required to conduct said business.

CERTIFICATION

I, the undersigned, certify that I am authorized to sign this application on behalf of the parties making this application. Furthermore, I certify that the information provided in this application is true and factual to the best of my knowledge. I understand that any intentional material false statements made in this application will result in the disqualification of the individuals an/or companies I represent.

Signature

Date

Printed or Typed Name

Title

**Chesapeake Regional Airport Minimum Standards
Application for Commercial Operating Permit**

Company Name

Company Mailing Address

City State Zip

() _____ () _____
Phone Numbers, E-mail, FAX numbers

January 13, 2003

Please Mail this application to:

Airport Manager
Chesapeake Regional Airport
1777 West Road
Chesapeake, VA 23323