

**DINWIDDIE
COUNTY
AIRPORT**

MINIMUM STANDARDS

JULY 2000

CHAPTER I

GENERAL INFORMATION

Section 1 Purpose

These airport Minimum Standards are adopted to establish the necessary administrative, operational and safety regulations and standards for the management, government and use of the Dinwiddie County Airport. The planned, controlled and professionally engineered growth of the airport, through FAA and VDOA Airport Improvement Program grants, is identified as a primary objective to promote economic development and industry in Dinwiddie County. The provisions of this document are intended for the safe, orderly and efficient operation of the airport.

Section 2 Scope

The airport is owned and operated by the Dinwiddie Airport and Industrial Authority. The airport authority is organized under Chapter 94 of the 1980 Acts of Assembly of the General Assembly of Virginia as amended by Chapter 125 of the 1986 Acts of Assembly. All users, customers and visitors of the airport shall be governed by these airport Minimum Standards. Administration of the terms of the Minimum Standards shall be under the authority, responsibility and control of the airport manager. Policy making authority of these Minimum Standards resides with the Dinwiddie Airport and Industrial Authority.

Section 3 Definitions

Section 3 Definitions

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

AGL means an altitude expressed in feet measured above ground level.

a. **AGL** means an altitude expressed in feet measured above ground level.

— **AIM** means Airman's Information Manual which is a publication 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.

b. **AIM** means Airman's Information Manual which is a publication 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.

c. **Aeronautical Activities** are 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 hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air

carrier operations, aircraft sales and service, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which directly relate to the operation of aircraft. In contrast, examples of activities which are not aeronautical activities include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, and auto parking lots.

- d. **Airport** means Dinwiddie County Airport (PTB) 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. An Airport Layout Diagram is shown at Appendix A.
- e. **Airport Manager** means the designated person appointed by the Authority to manage the airport or his designee.
- f. **Airport Operation Area (AOA)** means the area of the airport used or intended to be used for landing, take off or surface maneuvering of aircraft including the associated hangars and navigational and communication facilities, and is off limits to the general public.
- g. **Airport Rules and Regulations** means a document adopted and formally approved by the airport authority within which are detailed provisions for the safe, orderly and efficient operation of the airport.
- h. **Authority** means the Dinwiddie Airport and Industrial Authority and its designated officials, officers, employees or representatives appointed by the Dinwiddie County Board of Supervisors and having the responsibility for policy, control, overall management and financial matters of the airport.
- i. **Approved Airport Layout Plan** means a graphic representation to scale of existing and proposed airport facilities, their location on the airport and the pertinent clearance and dimensional information required to show conformance with applicable standards. A current ALP approved by the FAA is a prerequisite to FAA approval of federal funding in support of any airport capital improvement project.
- j. **FAA** means the Federal Aviation Administration.
- k. **FAR** means the Federal Aviation Regulations.
- l. **FBO** means any Fixed Base Operator(s) duly licensed and authorized by written agreement with the Authority to operate at the airport under strict compliance with such agreement and pursuant to these Minimum Standards and the Rules and Regulations.

- m. **Flying Club** means an organization established to promote flying for pleasure, and develop skills in aeronautics, including pilotage, navigation and awareness and appreciation of aviation requirements and techniques.
- n. **Full Service FBO** means a Fixed Base Operator who provides retail aviation fuel and oil sales and aircraft maintenance per the Minimum Standards and Rules and Regulations.
- o. **IFR** means Instrument Flight Rules which govern the procedures for conducting instrument flight.
- p. **Individual Users** includes individual pilots, aircraft owners, tie-down and T-hangar renters, transient users and other individual users of the airport.
- q. **Landside** means all buildings and surfaces used by surface vehicular and pedestrian traffic on the airport.
- r. **Minimum Standards** means the standards which are established by the Authority as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.
- s. **MSL** means an altitude expressed in feet measured from Mean Sea Level.
- t. **NFPA** means the National Fire Protection Agency.
- u. **NOTAM** means a Notice to Airmen published by the FAA.
- v. **Person** means any individual, firm, co-partnership, corporation, association or company and indicates any trustee, receiver, assignee or similar representative thereof.
- w. **Specialized FBO** means a Fixed Base Operator who provides a service at the airport, but is not a full service FBO.
- x. **Tenant** means any person who has a written lease, rental agreement or other agreement with the Authority which grants that person certain rights and privileges on the airport.
- y. **Unicom** means a nongovernmental communication facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.
- z. **VDOA** means the Virginia Department of Aviation.

aa. **WADO** means the FAA Washington Airports District Office.

Section 4 Airport Manager

The Airport Manager is authorized to take all actions necessary to regulate, benefit and protect the public who use the airport, to regulate aircraft and vehicular traffic at the airport and to oversee all airport operations consistent with these Minimum Standards, the Rules and Regulations and the laws of the Commonwealth of Virginia. The airport manager is the Authority's representative at the airport. When an emergency exists at the airport, the airport manager is empowered to issue such directives and take such actions necessary to protect people, property and assets and promote the safe operation of the airport. Such directives and actions of the airport manager have the power of regulation as long as the emergency exists. In the airport manager's absence, any member of the Authority shall have the power to act in his stead.

Section 5 Minimum Standards and Rules and Regulations

All aeronautical activities at the airport, all operation and flying of aircraft at the airport, and all business and other activities at the airport shall be conducted in conformity with these Minimum Standards and the Rules and Regulations, and all pertinent statutes, ordinances, laws, rules, regulations, orders and rulings of the FAA, VDOA, the Commonwealth of Virginia, and the NFPA, which are made a part of these Minimum Standards by this reference. If any provision of these Minimum Standards is held invalid, the remainder of the Minimum Standards shall be valid. Future amendments, additions, deletions or corrections to these Minimum Standards will be incorporated into the document as required and as directed by the Authority.

Section 6 Standards and Regulations Made Available

All persons permitted to do business on the airport shall keep a current copy of these Minimum Standards and the Rules and Regulations in their office or place of business, and shall make the copies available to all persons.

Section 7 Refuse

No person shall throw, dump, or deposit any waste, refuse or garbage on the airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operations areas shall be kept safe, neat and clean at all times.

Section 8 Personal Aircraft Sales

Nothing contained herein shall prohibit any person from selling such person's own aircraft.

Section 9 Repair, Restoration, Replacement

Nothing contained herein shall be construed to require the Authority to maintain, repair, restore, or replace any structure, improvement or facility which is damaged or destroyed.

Section 10 Revisions

The Authority may, without the knowledge, consent, or approval of any FBO or other person licensed to do business or use part of the airport, make changes in the Airport Master Plan, and in the Authority's planning and policies in connection with the development of the airport and in the Minimum Standards and Rules and Regulations. However, it is the Authority's intent to inform FBOs and other businesses of any such changes which are significant.

CHAPTER II

APPLICATIONS, LEASES AND CONCESSIONS

Section 1 Business Activities

Subject to applicable orders, certificates or permits of the FAA, or their successors, Grant Agreements with the FAA or VDOA and the laws of the Commonwealth of Virginia, no person shall use the airport or any portion thereof or any of its improvements or facilities as a base of operations for commercial, business or aeronautical activities who has not first obtained the consent and required approval and/or licenses for such use from the Authority and entered into such written leases and sub-leases and other agreements as may be required by the Authority. No person shall be granted an exclusive right to conduct any commercial aeronautical activity at the airport unless that exclusive right is specifically and unambiguously granted by the Authority in a written agreement.

Section 2 Application to Conduct Aeronautical Activities

Any person requesting permission to conduct aeronautical activities at the airport shall submit, in a manner acceptable to the Authority, all information and material necessary to establish to the satisfaction of the Authority that the person will qualify and comply with these Minimum Standards. All applicants shall submit the following documents to the Authority, together with such other documents and information as may be requested by the Authority:

- a. The party's name, address and the proposed activity.
- b. A current financial statement prepared by financial entities approved by the Authority. The Authority shall be the sole judge of what constitutes adequate financial activity.
- c. A written listing of the assets owned or being purchased which will be used in the applicant's operation or business at the airport.
- d. Such credit reports as requested by the Authority.
- e. A description of previous experience in airport services, a listing of key personnel to be assigned to the airport and a description of the duties, responsibilities, and prior experience of such personnel.
- f. A written and signed authorization permitting the FAA, all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant or its key personnel has engaged in aviation business and all airports at which the applicant or its key personnel have engaged in business, to supply the Authority with all

information in their files relating to the applicant, his operation or the applicant's key personnel. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies or by the Authority or the airport manager.

- g. The proposed date for the commencement of the activity and the term of conducting the same.
- h. The specific types and amounts of insurance proposed.
- i. Names and financial statements of proposed guarantors of any proposed lease.
- j. A pro-forma operating statement for the first year.
- k. Evidence that all aircraft to be utilized by the applicant in providing any services pursuant to the request and any resulting agreement are licensed by all relevant state and federal agencies.

Section 3 Action on Application

The Authority may deny any application or reject any bid or proposal to operate any activity on the airport if, in its opinion, it finds any one or more of the following:

- a. The applicant does not meet the qualifications, standards or requirements established by these Minimum Standards or the Rules and Regulations.
- b. The applicant's proposed operations or construction will create a safety hazard.
- c. The granting of the application will require the Authority to spend funds, or to supply labor or materials which the Authority is unwilling to spend or supply.
- d. There is no appropriate, adequate, or available space or building on the airport to accommodate the applicant at the time of the application.
- e. The proposed operation, airport development, or construction does not comply with the FAA approved airport layout plan for the airport.
- f. The development or use of the area requested by the applicant will result in depriving existing FBOs of portions of the area in which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present FBO on the airport, or prevent free access to the FBO's operations.
- g. The applicant has supplied the Authority or any other person with any false information or has misrepresented any material fact or has failed to make full disclosure in his application or in supporting documents.

- h. The applicant has violated any of the Minimum Standards or Rules and Regulations, or the regulations and standards of any other airport, or the Federal Aviation Regulations or any other statutes, ordinances, laws, orders, rules or regulations applicable to the airport or any other airport.
- i. The applicant has defaulted in the performance of any lease or other agreement with the Authority.
- j. The applicant's credit report contains information deemed unsatisfactory to the Authority.
- k. The applicant does not appear to be a person of satisfactory business responsibility and reputation.
- l. The applicant does not have, or appear to have, access to the operating funds necessary to conduct the proposed operation.
- m. The applicant has been convicted of a crime or violated an ordinance or regulation which the Authority believes adversely affects the applicant's suitability.
- n. The applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the Authority, the Commonwealth of Virginia, the FAA or other appropriate governmental entities.
- o. The applicant's activities or operations have been or could be detrimental to the airport or another airport or businesses in the industrial park.
- p. Nothing contained herein shall be construed to prohibit the Authority from granting or denying, for any reason it deems sufficient, an application to do business at or otherwise use the airport.

Section 4 Airport Licenses and Leases Non-Transferable

No right, privilege, permit, or license to do business at the 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. No lease, or portion thereof, may be assigned or sublet without prior approval of the Authority and all assignees or subleases approved by the Authority shall comply with these Minimum Standards and the Rules and Regulations. All licenses, permits and certificates required for and in connection with the operation of the FBO shall be secured by the FBO at its own expense.

Section 5 Approval of Construction

- a. All plans and specifications for new construction or alteration shall be subject to approval by the Authority, in writing, prior to construction as to architectural conformity, location of building lines, proper hangar clearance, compatibility with any adopted Master Plan, compatibility with any obligations of the Authority imposed by state or Federal Environmental Laws or Regulations and compliance with any requirements or specifications necessary to assure conformity with FAA and VDOA standards.
- b. The lessee shall be required to obtain all permits associated with proposed development.
- c. All building areas will be as shown on the appropriate airport leasing plat and on the Approved Airport Layout Plan. The developer shall be responsible for updating the airport layout plan prior to occupying the development.
- d. Within 30 days of completion of construction or alteration, the lessee will submit a complete set of “as-built” plans to the Authority.
- e. All buildings and construction shall meet county building and fire codes, FAA, and State specifications and any other specific requirements set by the Authority.
- f. All plans and specifications for construction of utilities, including electrical, telephone, base lines or regulators shall require prior written approval by the Authority, including those constructed by the utility companies.
- g. All construction shall be permanent and shall be compatible with the design, materials, and landscaping of the basic structures of the airport.

Section 6 Operation Area

No person authorized to operate or conduct business activities at the airport shall do so on any area except that approved in writing by the Authority.

Section 7 Compliance With Laws

The FBO will use and operate the property, and shall be responsible for insuring that all persons and entities employed by the FBO use and operate the property, in compliance with all applicable laws, rules and regulations, including but not limited to applicable environmental laws, rules or regulations. The FBO shall obtain and comply with the provisions of, and shall ensure that all persons and entities employed by the FBO obtain or possess and comply with, all permits and licenses. This includes, but not limited to, permits and licenses required under applicable environmental laws and regulations,

required for the lawful conduct of any and all activities conducted on the airport property by the FBO.

Section 8 Responsibility for Damages

The FBO shall be responsible for damages resulting from its negligent operations.

Section 9 Airport Industrial Park Leases

Owners of property in the Airport Industrial Park who desire direct access from their property to the airport shall apply to the Authority for access. The owner must submit construction plans depicting the proposed connection to the airport. These plans must show location of buildings, location and dimensions of all paved connections to airport property, grading, drainage, and security fencing to ensure limited access to airport property. In order to ensure operational safety of the airport, access to the landing area shall be permitted by written agreement only and shall be restricted to aircraft use incidental to the owner's business without offering any commercial aeronautical services to the public on airport property.

Section 10 Waiver of Chapter II Provisions

The Authority may, at its discretion, waive all or any portion of Chapter II of these Minimum Standards for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention, fire fighting, or law enforcement operations, but only to the extent permitted by the rules of the FAA and the laws of the Commonwealth of Virginia and Dinwiddie County.

Section 11 Effect on Existing Leases

All lessees of land under written lease agreement at the airport with the Authority at the time these Minimum Standards become effective, shall be required to comply with these Minimum Standards.

Section 12 Specialized FBO

When an applicant wishes to qualify as a specialized FBO in order to provide services not already provided at the airport, the Authority may modify the Minimum Standards for a limited period of time (not to exceed one year). It is the express purpose of this provision to encourage the expansion of services at the airport where they do not exist but only to the extent and for the period of time necessary to create an inducement to the establishment of such services.

CHAPTER III

FIXED BASE OPERATOR REGULATIONS

Section 1 General FBO Regulations

- a. Except in cases of an FBO offering inside hangar aircraft storage only, each FBO is required to provide and maintain an office which shall be staffed and open to the public during normal working hours (9:00 am to 5:00 p.m.) of each normal business day unless otherwise specified in a lease. 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, separate rest rooms for men and women and a public 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. Only one office shall be required of each FBO. No FBO, its employees, agents, officers or other persons connected with the business shall use the office area or other facilities of any other FBO without consent of said FBO and the Authority.
- b. Each FBO shall enter into an agreement with the Authority which shall include an agreement on the part of the FBO to accept, be bound by, comply with and conduct its business operations in accordance with these Minimum Standards and the Rules and Regulations and to agree that this approval and authority to carry on business at the airport shall be subject to these Minimum Standards and the Rules and Regulations.
- c. The FBO shall pay when due all charges for water, sewer, power, telephone service and all other utilities and services supplied to his operation at the airport. The FBO shall also promptly pay, when due, all rentals, fees and payments to the Authority.
- d. Plans, specifications and a FAA Form 7460-1 for any construction required by the FBO shall be submitted to the Authority for review and approval, and construction thereon shall commence within 60 days from the Authority's approval of the plans and specifications. Unless otherwise provided in an FBO lease agreement, the deadlines provided in this paragraph may be extended by the Authority for good cause upon request of the FBO. All construction shall comply with the ALP and applicable building codes and other ordinances, and the proper permits shall be secured and the fees shall be paid by the FBO.
- e. Unless otherwise provided by the Authority, all operations of the FBO shall be conducted in an area of sufficient size to accommodate all services for which the operator is approved, allowing for growth in the foreseeable future and additional services as contemplated by the Authority. The FBO shall conduct its business

operations strictly within the areas assigned it by the Authority and its operations shall not in any way interfere with the operations of the other FBOs, agencies, or other businesses operating on the airport, the use of the airport by the general public, or with any common use areas. The FBO shall not use any common use areas for the operation of his business except as authorized by the Minimum Standards, Rules and Regulations or by the Authority.

- f. All complaints by any person other than the Authority against any FBO for violation of the Minimum Standards, Rules and Regulations or the terms of an FBO agreement shall be in writing and filed with the airport manager. All complaints shall be signed by the person making the complaint and shall specify dates, times, facts and witnesses, if any.
- g. The FBO shall 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, losses and expenses, including without limitation, reasonable attorney's fees, for claims arising directly or indirectly out of acts or omissions of the FBO, its agents, officers, representatives, employees, guests, or visitors.
- h. The FBO shall secure, at its expense, public liability, personal injury and death, and property damage insurance on which the Authority and its agents, officers, representatives, and employees shall be named as an 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 or extensions thereof. Such policies shall be in minimum amounts of \$1,000,000.00 on account of bodily injuries to, or death of, one person and \$1,000,000.00 on account of bodily injuries and \$1,000,000.00 on account of damage to property and shall be placed with a reputable company approved by the Authority. 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 liability to the Authority, and if the Authority or any of its authorized agents, officers, representatives or employees become liable for an amount in excess of the insurance, the FBO agrees to indemnify, defend, save and hold harmless the Authority, its agents, officers, representatives and employees for the whole thereof. Should any of the coverage be canceled, the issuing company or its agent will mail thirty days written notice of such cancellation to the Authority.
- i. In situations where payments, credits, debits, or charges between an FBO and the Authority are, pursuant to the agreement between the FBO and the Authority, based upon information contained in or derived from records and data maintained by the FBO, the Authority, by its agent or authorized representative, shall have the right, at reasonable times, to inspect, evaluate, verify, and audit any such records and data of the FBO as may be related to a proper determination or assessment of such payments, debits, credits, or charges. For the purpose of such audits, inspections, examinations

and evaluations, the Authority's agent or authorized representative shall have access to said records during the term of the agreement and for two years thereafter. If requested by the Authority, the FBO shall provide such permissions or authorizations as may be required by third parties for the release of information which is relevant to the Authority's inquiries.

- j. The FBO 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 not unlawfully discriminatory prices for each unit of service; provided that the FBO may make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.
- k. Each FBO, upon being fully authorized by the Authority to construct any required physical facilities, shall immediately commence and conduct on a full time basis all business activities and services upon completion of said facility.
- l. The Authority may, at its discretion, terminate any lease or other agreement authorizing the FBO to conduct any services or business at the airport, which said termination shall automatically revoke the FBO's lease, for any cause or reason provided in the Minimum Standards and Rules and Regulations or of the terms of any agreement between the Authority and the FBO, and in addition thereto, upon the happening of any one or more of the following:
 - 1. Filing of a petition, voluntarily or involuntarily, for the adjudication of the FBO as bankrupt.
 - 2. The FBO making any general assignment for the benefit of creditors.
 - 3. Abandonment or discontinuance by the FBO of any operation at the airport required by the Authority's agreement with the FBO or the failure of the FBO to conduct operation on a full time basis without the prior approval of the Authority.
 - 4. Except for the payment of rents, charges, fees and other payments to be paid to the Authority, failure of the FBO to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with the Minimum Standards and Rules and Regulations and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the FBO to be performed, kept, or preserved, within thirty days from the date written notice from the Authority has been mailed or delivered to the place of business of the FBO at the airport.
 - 5. Failure to promptly pay to the Authority, when due, all rents, charges, fees and other payments which are payable to the Authority by the FBO.

6. The FBO engages in unsafe or abnormal or reckless practices in the operation of the FBO or an aircraft on or in the vicinity of the airport, which create a hazard to the safety of other airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeably result in causing personal injuries or death to a person or damage to property.
 7. The termination of the Military Fuel Contract by reason of the FBO's acts or omissions.
 8. The discovery that the FBO has misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information.
 9. Any action or omission of the FBO or its principals which adversely affects or may adversely affect the mission of the airport.
 10. The expiration of the initial term or any renewal term of the contract which is not extended or renewed.
- o. In the event of such termination, the FBO shall immediately if possible, but in no event more than 15 days after the effective date of such termination, peaceably vacate the airport and surrender possession of the premises to the Authority and shall cease and desist from all business operations at the airport. Should the FBO fail to make such surrender, the Authority shall have the right, at once and without any notice to the FBO, to enter and take full possession of the space occupied by the FBO at the airport by force or otherwise, and to expel, oust, and remove any and all persons and property that may be found within or upon the premises at the sole expense of the FBO and without being liable to prosecution or to any claim for damages. Upon such termination by the Authority, all rights, powers and privileges of the FBO shall cease, and the FBO shall make no claim of any kind whatsoever against the Authority, its agents or representatives by reason of such termination or any act or omission related thereto.
- p. In addition to all other rights and remedies provided in the Minimum Standards and Rules and Regulations, the Authority shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce the Minimum Standards and Rules and Regulations, to obtain compliance herewith and to impose the penalties herein provided.
- q. The airport manager or any authorized agent of the Authority shall have the right to inspect at any time all airport premises, together with all structures or improvements and all aircraft, equipment, licenses and registrations applicable to the services provided by the FBO.

- r. The FBO 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 the airport manager.

Section 2 FBO Minimum Standards

No person shall use the airport as an FBO until such person has executed a lease agreement approved by the Authority. The FBO must meet the qualifications, standards and requirements of the Minimum Standards and Rules and Regulations, pay any required fees, and receive approval from the Authority. As appropriate, the Authority will accept requests to combine space from individual specialty provider FBOs who provide more than one commercial aeronautical activity. FBOs desiring to provide retail aviation fuel and oil sales are required to comply with the section of this chapter entitled Full Service Fixed Base Operators. An FBO shall be a person who carries on or conducts one or more of the below listed services at the airport, meets the applicable minimum standards for each service provided, and adheres to all general FBO regulations.

a. Aviation Fuel Sales

Except as otherwise provided in any agreement between the FBO and the Authority, an FBO conducting aviation fuel and oil sales or service to the public on the airport shall be required to provide the following services and equipment:

1. Appropriate grades of aviation fuel including 100 Octane Low Lead and Jet-A.
2. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
3. Fuel dispensing equipment, meeting all applicable Federal, State, and local requirements for such equipment, for all types of fuel dispensed.
4. Proper equipment for towing aircraft, inflating aircraft tires, washing aircraft windscreens, and recharging aircraft batteries.
5. The safe storage and handling of fuel in conformance with all Federal, State, local requirements and fire codes pertaining to safe storage and handling of fuel.
6. The lawful and sanitary handling and timely disposal, away from the airport, 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.
7. Permanent restroom facilities for personnel and customers.

8. Automobile parking for customers and employees.
9. A flight planning area with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning separate from other public areas.
10. A pilot lounge and waiting area for transition of air passengers to ground transportation and vice versa.
11. Adequate grounding wires that are installed, continuously inspected and maintained at all fueling locations, to eliminate the hazards of static electricity.
12. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes.

b. Aircraft Charter

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

1. Passenger lounge, rest rooms, and telephone facilities.
2. At least one multi-engine aircraft that:
 - (a) Has seating capacity of at least six seats.
 - (b) Is certified for IFR flight.
 - (c) Meets exclusive use requirements as defined in FAR Part 135.25.
3. At least two pilots, one of whom must be full time.
4. Twenty-four (24) hours a day availability with reasonable notice.
5. Evidence of currency under FAR Part 135 and compliance with all laws and procedures.
6. Automobile parking for customers and employees.

c. Aircraft Maintenance and Repair

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

1. In case of airframe and/or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.
2. Suitable storage or tie-down space for aircraft awaiting repair, maintenance, or delivery.
3. 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 common single engine land and light multi-engine land general aviation aircraft.
4. Sufficient FAA certified mechanics with inspection authority for the work to be performed. A certificated airframe and power plant mechanic available during eight hours per day, five days per week, and on call at all other times.
5. Necessary equipment and personnel to promptly remove from the public landing area (as soon as permitted by FAA, NTSB, and Virginia State Police authorities) any disabled aircraft.
6. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.

d. Aircraft Rental

Except as otherwise provided in any agreement between the FBO and the Authority, an FBO conducting aircraft rental activity shall provide:

1. Suitable office space at the airport for consummating rentals and keeping proper records in connection therewith.
2. At least two airworthy aircraft suitably maintained and certificated.
3. Adequate arrangements for servicing the aircraft.
4. Adequate arrangements for parking the aircraft being rented.
5. A properly certified pilot capable of conducting “flight checks” of prospective renters upon reasonable notice.
6. Proper checklist and operating manuals on all aircraft rented.

7. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes.
8. Automobile parking for customers and employees.

e. Flight Training

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

1. At least one aircraft that:
 - (a) Has a minimum of two seats
 - (b) Is maintained in accordance with Federal Aviation Regulations.
 - (c) Is kept in a clean and presentable manner.
 - (d) Is available for training and rental.
2. At least one four-place training and rental aircraft which complies with 1 (b), (c), and (d) above.
3. Equipment for IFR flight and training in at least one (1) of the aircraft in 1 and 2 above. This aircraft must have the following equipment:
 - (a) Two NAV/COMM radios.
 - (b) Transponder.
 - (c) ADF.
 - (d) Marker Beacon.
 - (e) Current FAR inspections.
4. At least one full time, properly certified flight instructor for single and multi-engine land aircraft capable of providing instrument flight training.
5. Adequate office and classroom space, separate from public areas, for at least five students.
6. Adequate mock-ups, pictures, slides, or other visual aids necessary to provide proper ground school instruction.
7. Current certificates required by the FAA for flight instruction and continuing ability to meet certification requirements.
8. Adequate facilities or arrangements for storing, parking, servicing, and repairing all its aircraft.
9. Automobile parking for customers and employees.

f. Independent Flight Instructor

An independent flight instructor providing a commercial aeronautical activity to the general public, and/or advertising to the general public, will be permitted to provide aircraft flight instruction without meeting the requirements of Subsection e above (Flight Training), or Subsection g below (Glider/Sailplane Flight Training) of this chapter, provided that:

1. An Airport Independent Flight Instructor Permit is acquired from the airport manager which requires:
 - (a) Proof of the proper and current FAA licenses and certificates.
 - (b) Proof of the Dinwiddie County Business License (if applicable).
 - (c) Proof of adequate public liability, personal injury and death, and property damage insurance sufficient to protect the Authority from legal liabilities involved as required by the Authority.
2. Training or business activities are not conducted in the public areas of the airport terminal building or in the leased space of another FBO without written approval of the Authority.

g. Glider / Sailplane Flight Training

Except as provided in any agreement between the FBO and the Authority, an FBO conducting flight training in motorized or non-motorized glider aircraft shall comply with applicable sections of the Minimum Standards and Rules and Regulations and provide:

1. At least one training aircraft that is maintained in accordance with Federal Aviation Regulations and is kept in a clean and presentable manner.
2. Adequate office and classroom space, separate from public areas, for at least five students.
3. Adequate mock-ups, pictures, slides or other visual aids necessary to provide proper ground school instruction.
4. Adequate facilities or arrangements for storing, parking, servicing, and repairing all its aircraft.
5. Automobile parking for customers and employees.

Any commercial sailplane operation at the airport shall be evaluated for a period of six (6) months to determine compatibility with the existing aircraft mix and volume of operations. Should this commercial operation create an unsafe environment for the then-existing aircraft traffic or prove to be incompatible with the then-current operations, it

shall be re-evaluated and, if deemed necessary by the Authority, discontinued. A temporary termination of services may be effected by the airport manager at any time if, in his opinion, an unsafe operating environment is created by the conducting of glider flight training activity.

h. Aircraft Sales

The FBO shall provide the office required by the Minimum Standards and Rules and Regulations and shall lease from the Authority or applicable FBO an area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. All inventory must be insured with liability coverage acceptable to the Authority and include all aircraft that are parked overnight at, or are based at, the airport.

i. Parts and Accessories Sales

The FBO must have a lease and conduct one or more additional FBO services listed in this section and provide suitable space for the display of the parts and accessories for sale.

j. Aircraft Outside Storage

The FBO must have a lease to conduct one or more additional FBO services listed in this section, and provide suitable space for paved 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.

k. Avionics Shop

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

1. Provide a minimum of 800 square feet of space to be used for shop, storage and test equipment.
2. Have available on a full-time basis an FAA certified technician in the field of aircraft electronics and/or aircraft instruments with proper Federal Communications Commission licenses to conduct complete aircraft transmitter, receiver and antenna repair.
3. Lease sufficient space or provide satisfactory arrangements for access to and storage of aircraft on which work is being performed.

Section 3 Full Service FBO - Minimum Standards

A Full Service FBO shall provide retail aviation fuel and oil sales and aircraft maintenance services as these services are described in previous sections of this chapter. In addition to the requirements for these two services and the general FBO regulations contained in this chapter, Full Service FBOs must have:

1. Sufficient area to perform as a fixed base operator including, but not limited to, a maintenance hangar with a minimum of 10,000 square feet, tie-down facilities, paved apron and auto parking areas, and office space.
2. A flight planning area separate from other public areas with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning.
3. A lounge and waiting area for passengers.
4. Facilities for safe aircraft storage and towing, hangaring and/or tie-downs of based and transient aircraft.
5. Mobile refueling equipment meeting all safety requirements of the insurance company, FAA, VDOA and NFPA. This equipment shall have reliable metering devices subject to independent inspection, with a pumping efficiency capable of filling the largest aircraft likely to be serviced within thirty (30) minutes time.
6. Adequate grounding wires at all fueling locations to eliminate the hazards of static electricity.
7. An adequate supply of properly located and functioning fire extinguishers and other precautions and/or equipment required by applicable fire codes.

Section 4 Requirements for Sub-Lessors

There shall be no subletting without the consent of the Authority, at the sole discretion of the Authority.

CHAPTER IV

PENALTIES

Section 1 General

In addition to any penalties otherwise provided by County ordinance or law, Federal Aviation Regulations, Code of Virginia, Virginia Aviation Regulations, and all other rules and regulations of the FAA, any person violating the Minimum Standards or the Rules and Regulations may be promptly removed, either temporarily or permanently, from the airport by the Authority and/or airport manager.

CHAPTER V

GOVERNMENT AGREEMENTS

Section 1 Government Use

All facilities of the airport developed with Federal aid and all those usable for the landing and take off of aircraft will be available to the United States at all times, without charge, for use by government aircraft, except that if the use by government aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. The amount of use to be considered “substantial”, and the charges to be made therefor, shall be determined by the Authority and the using Federal agency.

Section 2 Leases Subordinate to Government Lease

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the Authority and the United States, or the Authority and the Commonwealth of Virginia, relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the airport.

Section 3 Disadvantaged Business Enterprise

It is the policy of the FAA, and enforced by the Authority, to encourage the participation of Disadvantaged Business Enterprises (DBE) (enterprises owned by minorities or women) in all aspects of contracting at the airport.

CHAPTER VI

RESERVATION OF RIGHTS

Section 1 Reservation of Rights to Individual Users

Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the airport facilities including, but not limited to, individual pilots, aircraft owners, and tie-down and T-hangar renters.

1. Each individual user as defined herein shall meet and maintain all requirements, regulations and standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars, Code of Virginia, and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
2. It shall be the duty of each individual user of the airport to fully inform himself of, and to keep current on, all Federal, State and Authority aviation regulations and standards and to completely and promptly comply therewith.
3. Nothing contained herein shall restrict or limit the right of individual users to conduct maintenance and repairs on their own aircraft which are allowed by FAA or the Minimum Standards and Rules and Regulations. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal, State, and Authority regulations, circulars, and airworthiness directives and requirements. Such maintenance and repairs may be conducted by the individual users themselves within T-hangars leased by said users of the airport or by mechanics otherwise allowed by the Minimum Standards and Rules and Regulations. It is understood that this approval may be revoked or suspended due to violations of the Minimum Standards or Rules and Regulations or other safety related practices identified by the airport manager or the Authority. The Authority may designate areas other than T-hangars where such maintenance and repairs may also be performed.
4. All individual users shall comply with the Minimum Standards and Rules and Regulations regarding common use areas, shall not allow any maintenance or repair activities or any part thereof to be conducted in said common areas, and shall comply with all safety and fire regulations in effect at the time.

Section 2 Reservation of Rights of the Airport Owner

The Dinwiddie Airport and Industrial Authority, owner and operator of the Dinwiddie County Airport, reserves all rights and powers to adhere to all Federal and State laws and all contracts it has entered into including, but not limited to, all Federal and State Grant Agreements with the FAA and VDOA for funding of improvements to the airport. The Authority also reserves the right to make changes and modifications to the Minimum Standards and Rules and Regulations at any time.