

**AIRPORT LEASE AGREEMENT**  
**TENANT AREA/SUITE # 4 - 536 Square Feet**  
**BID NO. 600710-FY12-01**

This agreement made this \_\_\_\_\_ (*to be completed on date of acceptance by the Town*) day of \_\_\_\_\_ (*to be completed on date of acceptance by the Town*), 2012, by and between **Town of Leesburg**, a Virginia a municipal corporation having a mailing address of 1001 Sycolin Road S.E., Leesburg, VA., 20175, hereinafter referred to as "Town", and, \_\_\_\_\_, a \_\_\_\_\_ (*information on firm's authority to do business*) hereinafter referred to as "Tenant" having a business or registered agent address of \_\_\_\_\_

WITNESSETH:

**WHEREAS**, The Town owns, controls and operates the Leesburg Executive Airport (referred to as "Airport"), situated at 1001 Sycolin Road S.E., Leesburg, Va., 20175, Loudoun County, State of Virginia, generally described as primarily having Loudoun County PIN 234205774, and possesses the power and authority to grant certain rights and privileges with respect thereto, including those set forth in this agreement; and

**WHEREAS**, the Town desires to lease to Tenant and Tenant desires to take and lease from Town, the real property and/or buildings, described on Exhibit "A" hereto, for the purposes hereinafter set forth, subject to all terms and conditions of the Federal Aviation Administration "FAA" sponsor assurances.

**NOW THEREFORE**, in consideration of the mutual promises and conditions hereinafter contained, the parties hereto agree as follows.

**SECTION 1 - PREMISES**

**1.01 Lease of Premises.** For and in consideration of the rents, covenants and agreements hereinafter set out, Town hereby leases to Tenant and Tenant leases and accepts, subject to the terms and

conditions of this Lease, those premises referred to as the "Premises," subject to any prior, valid, existing claims or rights of way, including the present existing roads. The Premises are shown on Exhibit "A" attached hereto and consist of **536** square feet.

**1.02 Condition of Premises.** Tenant acknowledges, represents and agrees that (i) Tenant is leasing the Premises "AS IS" based on its own inspection and investigation and not in reliance on any statement, representation, inducement or agreement of Town except as may be expressly set forth elsewhere in this Lease, (ii) Tenant shall take possession of the Premises in an "AS IS" condition, and (iii) This Lease confers no rights either with regard to the subsurface of the land below the ground level of the Premises or with regard to the air space above the top of the roof of the building that is part of the Premises, except to the extent necessary for construction or installation of the building, including fixtures and appurtenances, as approved by the Town. Tenant's taking possession of the Premises on commencement of the term shall constitute Tenant's acknowledgment that the Premises are in good condition.

## **SECTION 2 – TERM**

**2.01 Initial Term.** The initial term of the Lease shall be for a period of one (1) year, commencing on the \_\_\_\_ day of \_\_\_\_ 2012 (the "Commencement Date") and ending on the \_\_\_\_ day of \_\_\_\_\_, 2013 ("Initial Term"). The Initial Term and all renewal terms shall be referred to herein as the full term of this Lease.

**2.02 Renewal Term.** Tenant shall have the option to renew this Lease for up to ten (10) additional one-year terms ("Renewal Term"), commencing on \_\_\_\_\_, 2013 provided, however, that the Tenant is in full compliance with all the provisions, covenants, conditions, and requirements of this Lease. Said option shall be exercisable by Tenant only in the event the Tenant is not in default and is exercised by providing Town with written notice of said exercise thirty (30) days prior on the same terms, covenants, and conditions, except for the rental rate, and subject to the same restriction and exceptions contained in this Lease. The rental rate for such Renewal Term shall be determined as provided in Section 6 of this Lease.

**2.03 Termination of Lease.** This Lease shall terminate without further action on the earlier of (i) the Performance Date, if Commencement of Construction of the Minimum Improvements has not occurred on or before such date, (ii) expiration of the Renewal Term, or (iii) expiration of

the Initial Term, in the event Tenant does not exercise the option to renew this Lease for the Renewal Term. Nothing set forth herein waives Town's right to terminate this Lease for default.

### **SECTION 3 - USES OF THE PREMISES**

**3.01 Use of Premises.** Tenant shall use and operate the leased Premises for any lawful purpose provided however, that such purpose is in accordance with the terms and conditions of the most current Airport Layout Plan for the Leesburg Executive Airport. The Airport Layout Plan is incorporated herein with this reference.

**3.02 Compliance with Laws.** Tenant shall observe and comply with all present and future laws, ordinances, requirements, rules and regulations of all governmental authorities having jurisdiction over the Premises or any part thereof and of all insurance companies writing policies covering the Premises or any part thereof. Tenant shall also promptly obtain each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Premises or required in connection with any building or improvement now or hereafter erected thereon. Without limiting the generality of the foregoing, Tenant shall comply with all provisions of the Leesburg Town Code, Federal Grant Programs, Airport Master Plan, Environmental Regulations, Regulations of the Federal Aviation Administration and such Rules and Regulations, including Airport Minimum Standards, governing Airport operations that exist as of the date of this Lease, as well as such modifications and additions thereto as the Town, in its reasonable discretion, may hereafter make for the Airport. Any violation of the provisions of this Subsection 3.02 shall constitute a default under this Lease following an applicable notice and cure period of thirty (30) days. Provided, however, if the nature of Tenant's cure is such that more than thirty (30) days are reasonably required to cure a violation, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.

### **SECTION 4 - RENTAL**

**4.01 Rent, Initial Term.** Tenant shall pay to The Town for the Initial Term an annual rent ("Initial Annual Rent") in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), payable in twelve (12) equal monthly installments of \_\_\_\_\_ (\$\_\_\_\_\_). Tenant shall pay the Initial

Monthly Rent in advance, on or before \_\_\_\_\_, 2012 and on the first day of each month thereafter.

- 4.02** Rent, Renewal Term. Tenant shall pay to the Town for each year during the Renewal Term an annual rent (“Minimum Annual Rent”) in the amount as calculated in Section 6 herein. The Annual Rent is payable in twelve (12) equal monthly installments. Tenant shall pay Rent on or before the 1st day of each month during the Renewal Term of this Lease, beginning on the 1st day of \_\_\_\_\_, 2013. The Initial Annual Rent and the Minimum Annual Rent shall be referred to collectively herein as the “Annual Rent.”
- 4.03** Rental Impositions. Tenant agrees to pay to the Town, or to the appropriate governmental body, with and in addition to the Annual Rent, any and all excise, privilege, license or sales taxes, or other governmental impositions imposed by any governmental body on the rentals received by the Town from Tenant during the term hereof payable as additional rent at the same times as Annual Rent is payable hereunder.
- 4.04** Payment of Rent. Tenant shall, without prior notice or demand and without any set off or deduction whatsoever, pay the Annual Rent and any other rent or other charges due under this Lease. Tenant covenants and agrees that all sums to be paid under this Lease, if not paid when due, shall bear interest on the unpaid portion thereof at the rate of one and one half percent (1½%) per month or any fraction thereof that such sums are unpaid. Tenant further covenants and agrees that for each calendar year in which the Annual Rent is not paid to The Town within ten (10) days after the due date, Tenant shall promptly pay to The Town a sum equal to five percent (5%) of the unpaid rentals as special damages.

## **SECTION 5 - SECURITY DEPOSIT**

- 5.01** Security Deposit. Tenant shall, at execution of the Lease by The Town, deposit with the Town one of the following: (i) the sum of \$\_\_\_\_\_ (equal to two months rent); (ii) a surety bond, from a state approved and licensed insurance company, in the amount of \$\_\_\_\_\_ (equal to two months rent; or (iii) a Certificate of Deposit in the amount of \$\_\_\_\_\_ (equal to two months’ rent)(“Security Deposit”). The Security Deposit for the Premises shall be security for the full and faithful performance by Tenant of all of the terms and conditions of the Lease, including without limitation, payment of the Annual Rent. In the event Tenant chooses to deposit a surety bond as the Security Deposit, said surety bond shall remain in full force and effect during the full term of the Lease. In the event Tenant chooses to deposit a Certificate of Deposit as the Security Deposit, Tenant shall also deposit a power of attorney appointing and empowering the Town to pay over any such cash or withdraw such funds from the Certificate of Deposit to

the Town in the event of Tenant's default under the Lease. The Security Deposit shall be returned to Tenant, provided Tenant has fully and faithfully carried out all terms, covenants and conditions on Tenant's part to be performed. Failure of Tenant to maintain a Security Deposit shall be deemed default under the terms of this Lease.

## **SECTION 6 - RENTAL RATE ADJUSTMENT**

- 6.01** Rental Rate Adjustment. The Minimum Annual Rent for the Renewal Term of this Lease shall be as provided in Subsection 4.01 hereof. Such Minimum Annual Rent shall be subject to adjustment each year, the first adjustment to be effective on a day that is one (1) year after the Commencement Date, with subsequent adjustments to occur each year thereafter. The amount of said adjustments shall be determined as set forth in Subsection 6.02 hereof.
- 6.02** Determination of Adjustment Amount. The Minimum Annual Rent shall be adjusted during the Renewal Term as follows: The base for computing the adjustment shall be the Consumer Price Index for the Washington DC metropolitan area consumers for the United States, published by the United States Department of Labor, Bureau of Labor Statistics, which is in effect on the Commencement Date (hereinafter referred to in this Section 6 as "Initial Term Index"). The Index published for the March most immediately preceding the adjustment date in question (hereinafter referred to in this Section 6 as "Extension Index") shall be the amount of the adjustment.

## **SECTION 7 – CONSTRUCTION**

- 7.01 Construction of Additional Improvements.** Except as expressly authorized herein, Tenant shall make no additions, alterations, changes, fixtures, or other improvements to the Premises ("Improvements") without the express written consent of the Town. Tenant, at its own expense, shall keep and maintain the Premises and Improvements neat and orderly at all times and shall perform all repairs to the same to keep them in proper condition. All Improvements on the Premises shall be the property of Tenant during the full term of this Lease provided however that at the termination of this Lease, the Town shall have the right to determine if the improvements shall be removed by the Tenant or in the alternative that the Town shall become the owner of said improvements, without cost to the Town.
- 7.02 No Interference with Airport Operations.** Tenant shall conduct all work on the Premises, including repair or maintenance work so that such work will in no way materially interfere with the operation and use of the Airport by the Town and other persons and organizations entitled

to use of the same.

**7.03 Approval of Construction and Improvement Plans.** All proposed construction and Improvement plans must be submitted and approved by the Town prior to submission for County building permits. All construction and improvements must comply with the most current Airport Master Plan. Tenant understands that the Master Plan consists of recommendations for future development, and that the recommended alternatives outlined in said Master Plan in no way constitute a commitment on the part of the Town. It is further understood that proposed development items in the Master Plan are subject to the current needs of the Airport, as well as subject to funding availability.

**7.04 Compliance with Town and County Codes.** Tenant agrees that all work on the Premises, including construction, repair, and maintenance work, shall comply with the Zoning, Building, Fire, Plumbing, Landscaping, Electrical and Mechanical Codes of the Town or in the event the Town is governed by County Codes, the County Codes shall govern. Tenant shall pay all required fees. All initial improvements, other improvements and repairs constructed under Zoning, Building, Plumbing, Landscaping, Electrical, or Mechanical Codes shall have a County and Town building permit.

## **SECTION 8 - MECHANICS' LIENS**

**8.01 Mechanic's Liens.** Tenant agrees to keep the Premises free of any mechanics' or material men's liens of any kind or nature for any work done, labor performed, or material furnished thereon at the instance or occasion of Tenant. To the extent permitted by law, Tenant further agrees to defend, indemnify and save harmless The Town for, from, and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any such work done, labor performed, or materials furnished at Tenant's request. Tenant is not authorized to act for or on behalf of the Town as its agent, or otherwise, for the purpose of constructing any improvements to the Premises, or for any other purpose, and neither neither the Town nor the Town's interest in the Premises shall be subject to any obligations incurred by Tenant.

## **SECTION 9 - INSURANCE**

**9.01 Insurance Requirements**

- A. Comprehensive General Liability Insurance.** Tenant, at its cost, shall maintain comprehensive liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises. Said insurance shall insure performance by Tenant of the indemnity provisions of Sections 10 and 11. The policy shall also either contain a provision for broad form contractual liability including Leases, or there shall be attached thereof an endorsement providing for such coverage. If the policy is to be written with an aggregate limit, that limit shall be not less than \$1,000,000.
- B. "Property Insurance on a Special Form".** Tenant, at its cost, shall maintain on the building and improvements that are part of the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of 100% of full replacement value of the buildings and other insurable Improvements. In the case of an insurable loss, an independent third-party trustee shall be appointed to receive and distribute insurance proceeds to assure that repair, replacement, or reconstruction is completed according to the plans approved by both Tenant and The Town.
- C. Workers' Compensation Insurance.** If Tenant has employees, Tenant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the Commonwealth of Virginia, which shall indemnify, insure and provide legal defense to both Tenant and the Town against any loss, claim or damage arising from any injuries or occupational diseases happening to or any worker employed by Tenant in the course of carrying out conditions or activities described within the Lease.
- D. Employers' Liability Insurance.** If Tenant has employees, Tenant shall procure and maintain, at its sole expense, Employers' Liability Insurance, with the following minimum coverage: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; Bodily Injury by Disease \$1,000,000.

## **9.02 General Requirements.**

- A. Additional Insured's.** Comprehensive general liability policy, Standard fire and extended coverage insurance, shall name the Town as an additional insured.
- B. Special Items.** Each insurance policy shall provide the following: (i) the policies cannot be cancelled, or substantially modified until and unless thirty (30) days written notice is received by the Town for payment of any premium or for assessments under any form of policy; (ii) the insurance company shall have no recourse against the Town for payment of any premium or for assessments under any form of policy; and (iii) the policies are intended as primary coverage for the Town and that any insurance or self-insurance maintained by the Town shall apply in excess of and not contributory with the insurance provided by these policies. Tenant shall continually maintain evidence of insurance for the Town.
- C. Certificates of Insurance.** Tenant shall deliver Certificates of Insurance, for the policies of insurance required hereunder, to the Airport Director of the Town. Tenant shall continually maintain evidence of such insurance for the Town, and provide such evidence upon the Town's request.
- D.** Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers of the waiver of subrogation set forth in this Lease and shall obtain, at Tenant's expense, an appropriate waiver of subrogation endorsement from the insurer.
- E.** All Insurance companies must be licensed to conduct business in the Commonwealth of Virginia. All insurance companies must have an A.M. Best financial rating of A- or better.

**9.03 No Limitation of Liability.** The procuring of any policy of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance on its part of the indemnification provisions of this Lease; Tenant's obligation being, notwithstanding any said policy of insurance, for the full and total amount of any damage, injury, or loss caused by the negligence or neglect connected with the operation under this Lease.

**9.04 Failure to Maintain Insurance.** Failure to maintain the minimum insurance as stated in this Section 9 shall constitute default of this Lease. Without waiving any remedies available to the



Town for such default, the Town may at its option purchase the required insurance and charge the actual insurance expense thereof to Tenant, which expense Tenant shall assume and pay.

**9.05 Tenant's Insurance Primary.** Tenant's insurance shall be primary for all purposes under this Lease.

**9.06 Adjustment of Insurance Requirements.** The minimum insurance requirements as to type and amounts shall be subject to reasonable increases at one (1) year intervals at the sole discretion of the Town.

## **SECTION 10 - HOLD HARMLESS**

**10.01 No Liability of the Town.** Neither the Town, nor its departments, officers, or employees shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Tenant or sub lessees or of any other person whomsoever, caused by Tenant's use of the Premises, or by any defect in any building or Improvement erected thereon, or arising from any accident, fire, or from any other casualty on the Premises or from other cause whatsoever; and Tenant, hereby waives on Tenant's behalf all claims against the Town.

**10.02 Tenant Indemnification.** To the furthest extent permitted by law, Tenant shall defend, indemnify, and hold the Town, its departments, boards, commissions, council members, officials, agents, and employees, individually and collectively, for, from, and against all losses, expenses (including attorney fees), damages, claims, charges, fines, suits, actions, demands, or other liabilities of any kind ("Liability"), including without limitation Liability for bodily injury, illness, death, or for property damage, resulting from or arising out of this Agreement and/or the use or occupancy of the Premises.

## **SECTION 11 - ENVIRONMENTAL INDEMNIFICATION-Tenant**

**11.01 Use of Hazardous Material.** Tenant shall not cause or permit any hazardous material, as defined in Subsection 11.04, to be generated, brought onto, used, stored, or disposed of in or about the Premises or the building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of such substances that are required in the ordinary course of Tenant's business conducted on the Premises or are otherwise approved by The Town. Tenant shall:

A. Use, store and dispose of all such hazardous material in strict compliance with all appli-

cable statutes, ordinances, and regulations in effect during the Lease term that relate to public health and safety and protection of the environment (environmental laws); and

B. Comply at all times during the Lease term with all environmental laws.

**11.02 Notice of Release or Investigation.** If, during the Lease Term (including any extensions), either the Town or Tenant becomes aware of; (a) any actual or threatened release of any hazardous material on, under, or about the Premises or the building, or (b) any inquiry, investigation, proceeding, or claim by any government, agency, or other person regarding the presence of hazardous material on, under, or about the Premises of the building, that party shall immediately, not to exceed twenty four (24) hours after learning of it, notify the other party, and shall provide written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to the other party copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

**11.03 Indemnification.** To the furthest extent permitted by law, Tenant shall, at Tenant's sole expense and with counsel reasonably acceptable to The Town, indemnify, defend, and hold harmless The Town, or The Town's authorized agents or representatives, with respect to all losses arising out of or resulting from the release of any hazardous material in or about the Premises or the building, or the violation of any environmental law, by Tenant or Tenant's agents, contractors, or invitees. This indemnification includes:

- A. Losses attributable to diminution in the value of the Premises or the Airport;
- B. Loss or restriction of use of rentable space in the Airport;
- C. Adverse effect on the marketing of any space on the Airport; and
- D. All other liabilities, obligations, penalties, fines, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), damages (including consequential and punitive damages), and costs (including attorney, consultant and expert fees and expenses) resulting from the release or violation.
- E. The indemnification set forth in this Subsection 11.03 shall survive the expiration or termination of this Lease.

**11.04 Remediation Obligations.** If the presence of any hazardous material brought onto the Premises or the building by Tenant or Tenant's employees, agents, contractors, or invitees results in contamination of the building, Tenant shall promptly take all necessary actions, at Tenant's sole expense, to return the Premises or the building to the condition that existed before the introduction of such hazardous material. Tenant shall first obtain the Town's written approval of the proposed remedial action. This provision does not limit the indemnification obligation set forth in Section 10 or this Section 11.

**11.05 Definition of Hazardous Material.** As used in this Section 11, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the Commonwealth of Virginia, or any local government authority having jurisdiction over the building or Premises. Hazardous material includes:

- A. Any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code §§ 9601-9675);
- B. "Hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code §§ 6901-6992K);
- C. Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing Liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);
- D. Petroleum products;
- E. Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code §§ 2011-2297G-4;
- F. Asbestos in any form or condition; and
- G. Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

## **SECTION 12 - MAINTENANCE**

**12.01 Obligation to Maintain.** Tenant shall repair and maintain the Improvements in good order and repair and keep the Premises in a neat, safe, clean and orderly condition, and appearance, as de-

terminated by the Town. Such obligation shall include without limitation the prevention of the accumulation of any refuse or waste materials that might be or constitute a fire hazard or a public or private nuisance.

**12.02 The Town's Right to Effect Repairs.** In the event that Tenant does not properly repair and/or maintain the Improvements, The Town shall notify Tenant in writing of those areas that are not being properly repaired and/or maintained. If, however, after thirty (30) days, Tenant fails to make such repair and/or maintenance, The Town may cause to have such repair and maintenance made and shall invoice Tenant for the repair and maintenance completed. Such amounts shall be payable to The Town as additional rent, without any deduction or set off whatsoever. If Tenant does not pay said costs within thirty (30) days, this Lease shall be deemed to be in default, and The Town shall be entitled to all legal remedies provided hereunder, subject to any applicable notice and grace period. Nothing set forth in this subsection 12.02 obligates The Town to perform any maintenance of the Premises or repairs to Tenant's Improvements.

## **SECTION 13 - REPORTS**

**13.01 Reports.** Tenant shall, within fifteen (15) days after receiving the Town's request, submit a written report to The Town's Airport Director listing all aircraft that are located on the Premises. Said report shall be prepared on a form supplied by The Town, and include aircraft, make, model, registration number, owner's name, address and telephone number.

## **SECTION 14 - INSPECTION**

**14.01 Inspection.** The Town shall have the right upon reasonable notice and during business hours to inspect the Premises to determine if the provisions of this Lease are being complied with.

## **SECTION 15 - NON-EXCLUSIVE RIGHT**

**15.01 Non-Exclusive Right.** Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 1349, Title 49, of the United States Code.

## **SECTION 16 - DEVELOPMENT OF LANDING AREA**

**16.01 Development of Landing Area.** The Town reserves the rights to further develop or improve the landing area of the Airport as it sees fit regardless of the desires or views of Tenant and without

interference or hindrance.

## **SECTION 17 - USE OF PUBLIC AIRPORT FACILITIES**

**17.01 Non-Exclusive Use of Public Airport Facilities.** Tenant is granted the non-exclusive use of all public airport facilities including, but not limited to, taxiways, runways, aprons, navigational aids and facilities relating thereto for purposes of landing, take-off and taxing of Tenant's and Tenants' subtenants' or invitees' aircraft. All such uses shall be in accordance with the laws of the United States of America, the Commonwealth of Virginia, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations and ordinances of the Town now in force or hereafter prescribed or promulgated by ordinance or by law.

**17.02 Reservation of Rights.** Nothing contained herein shall be construed to prevent the Town from closing the runways, taxiways or aprons of the Airport on special occasions from time to time at the reasonable discretion of the Town.

## **SECTION 18 - LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A.**

**18.01 Lease Subordinate to Agreements with USA.** This Lease is subordinate and subject to the provisions and requirements of all existing and future grant agreements between the Town and the United States of America, all deeds of conveyance from the United States of America, all United States laws, including the Federal Aviation Act of 1958, relative to the development, operation, or maintenance of the Airport, and all FAA regulations.

## **SECTION 19 - WAR OR NATIONAL EMERGENCY**

**19.01 War or National Emergency.** This Lease and all the provisions hereof shall be subject to whatever rights of the United States Government affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

## **SECTION 20 - NONDISCRIMINATION**

**20.01 Nondiscrimination.** Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities

covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Tenant assures that it will require that its covered sub organizations provide assurances to the Town that they similarly will undertake affirmative action programs and that they will require assurances from the sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**20.02 Material Default, Non-Discrimination.** Tenant's failure to comply with Subsection 20.01 above shall constitute a material default of this Lease. In the event of default of any of the above nondiscrimination covenants, the Town shall have the right to terminate the Lease, following any applicable notice and cure period, and to re-enter and repossess said Premises and the improvements thereon, and hold the same as if said Lease had never been made or issued.

**20.03 Fair Accommodation.** Tenant shall take all action to ensure that its accommodations and/or services are furnished on a fair and equal basis, without bias, to all users. Tenant shall charge fair and reasonable prices, without bias, for each unit or service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchases. Tenant shall upon written demand of the Town furnish the Town with a schedule of all prices for each unit or service to be charged to the general public.

**20.04 Compliance with Laws.** Tenant agrees to comply with all provisions of applicable federal, state, and local laws related to nondiscrimination, equal employment opportunity, and the Americans with Disabilities Act.

**20.05 Material Default, Compliance with Laws.** Noncompliance with provisions stated above shall constitute a material default thereof and, in the event of such noncompliance, the Town shall have the right to terminate this Lease and the estate hereby created, following any applicable notice and cure period, without liability there from; or at the election of the Town or the United States, either or both said Governments shall have the right to judicially enforce these provisions.

**20.06 Incorporation of Provisions.** Tenant agrees that it shall insert and incorporate these provisions into any contract by which Tenant grants a right or privilege to any person, firm, or corporation

to render accommodations and/or services to the public on the Premises herein Leased.

## **SECTION 21 - UTILITIES**

**21.01 Utilities.** Tenant agrees that the monthly lease payments include Natural Gas and Electricity.

The Town reserves the right and will retain full access and control of the thermostat in the Tenant Area/Suite #4 to ensure maximum cooling and heating efficiencies. Any other utilities required by the Tenant will be at the expense of the Tenant.

## **SECTION 22 - TAXES**

**22.01 Taxes.** Tenant agrees to pay, prior to their becoming delinquent, all taxes of every nature levied or assessed against either the interest of the Town or Tenant on the Premises during the term hereof, and on all property of Tenant placed upon the Premises.

## **SECTION 23 - LITIGATION, ATTORNEY'S FEES**

**23.01 Litigation.** In the event the Town shall be made a party to any litigation commenced against Tenant, Tenant shall pay the Town's costs of defense, including but not limited to court costs and reasonable attorney's fees.

**23.02 Attorney's Fees.** If any dispute arising under the terms of this Lease shall result in litigation, the prevailing party shall, in addition to any other relief granted or awarded by the court, be entitled to an award of a reasonable attorney's fee to be determined by the court.

## **SECTION 24 - ASSIGNMENT-SUBLETTING**

**24.01 Assignment.** Tenant shall not sell, convey, assign, encumber or transfer this Lease, or Tenant's leasehold or fee interest in the Premises (as the case may be), or any portion thereof, or transfer or assign the majority ownership or controlling interest in Tenant (collectively referred to herein as "Assignment") without the prior written consent of the Town at its sole discretion. Any Assignment without the Town's prior written consent shall be void and shall constitute a default by Tenant hereunder. The above prohibition on Assignments shall be construed to include a prohibition against any assignment by operation of law, assignment for the benefit of creditors, voluntary or involuntary bankruptcy or reorganization, or otherwise. The creation of any partnership, corporation, joint venture, or any other arrangement under which any person or entity other than Tenant is entitled to share in profits derived directly or indirectly from the Prem-

ises shall also be deemed an Assignment of this Lease. Any sublease or other transfer of a portion of the Premises, whereby the sub lessee or transferee obtains an ownership interest in all or a part of the Improvements on the Premises, shall be deemed an Assignment of this Lease.

**24.02** In the event that the Town consents to an Assignment of this Lease, pursuant to a request from Tenant, Tenant shall cause to be executed by its assignee an agreement satisfactory to the Town, whereby such assignee agrees to perform faithfully and to assume and to be bound by all of the terms, covenants, provisions and agreements of this Lease for the period covered by the assignment and to the extent the Premises assigned.

**24.03** Tenant shall include and incorporate into each sublease of the Premises a requirement that such sub lessee agrees to perform faithfully and to assume and to be bound by all terms, covenants, provisions, and agreements of this Lease governing the use, operation and maintenance of the Premises. The Town shall be identified as a third-party beneficiary to such obligation.

## **SECTION 25 - DEFAULT IN TERMS OF THIS LEASE BY TENANT**

**25.01 Events of Default.** The occurrence of any of the following shall constitute an event of default hereunder:

- A. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the liquidation of Tenant.
- B. Failure of Tenant to pay when due any installment of rent hereunder or any other sum herein required to be paid by Tenant, and the continuance of such non-payment for five (5) calendar days after written notice from The Town.
- C. Abandonment of the Premises, as provided in Section 29 hereof.
- D. Operation or maintenance of the Premises in violation of law, failure to maintain the required insurance, or any other misuse of the Premises.
- E. Tenant's failure to perform any other covenant, condition or agreement of this Lease within thirty (30) days after written notice by the Town's Airport Director. In addition to correcting the default, an administrative fee shall be paid, as special damages, to the



Town by Tenant for the cost of monitoring correction of such default. At no time shall this fee exceed one percent (1%) of the total current annual rent paid to the Town.

## **SECTION 26 - REMEDIES**

**26.01 Remedies.** In addition to any and all remedies available to the Town as a matter of law and those set forth in other provisions of this Lease, the Town shall, subject to any cure periods set forth herein, have the immediate right, upon Tenant's default in any term or condition of this Lease, to re-enter the Premises and occupy it and any improvements made by Tenant and to hold and/or re-lease the Premises and any improvements made by Tenant. No such re-entry or taking possession by the Town shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant. Tenant shall peaceably quit the Premises upon written notification by the Town to Tenant of the Town's intent to re-enter the Premises and improvements placed thereon by Tenant. The various rights, elections, and remedies of the Town and Tenant contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any other or of any right, priority or remedy allowed or provided by law.

## **SECTION 27 - SIGNAGE**

**27.01 Signage.** Tenant agrees to not construct nor maintain on the Premises outside of the Improvements, or that are visible from outside, advertising signs or messages, of any kind or description, except those pre-approved in writing by the Town and are in compliance with the Town Code, which determination shall be made at its sole discretion, and will not be unreasonably withheld or delayed.

## **SECTION 28 - UNLAWFUL USE**

**28.01 Unlawful Use.** No Improvements shall be erected, placed upon, operated or maintained on the Premises, nor shall business be conducted or carried on thereon in violation of the terms of this Lease or of any regulation, order, law, statute, by-law, or ordinance of any governmental authorities having jurisdiction thereof.

## **SECTION 29 - ABANDONMENT**

**29.01 Abandonment.** If Tenant, prior to the expiration or termination of this Lease by lapse of time or otherwise, relinquishes possession of the Premises without the Town's written consent, or fails

to open for business under usual business hours for a period of thirty (30) days, such occurrence shall be deemed to be an abandonment of the Premises and an event of default under this Lease. If Tenant abandons the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Premises ten (10) days following such abandonment or dispossession shall be deemed to have been transferred to the Town, and the Town shall have the right to remove and to dispose of the same without liability to account therefore to Tenant or to any person claiming under Tenant.

### **SECTION 30 - RESERVATIONS TO THE TOWN**

**30.01 Reservations to the Town, Utility Easements.** The Town reserves for itself all utility easements and rights-of-way over, across, and along the Premises reasonably necessary for the development of the Airport, including without limitation, easements for sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, electric lines, cable television lines, and telephone and telegraph lines drains, and access to such easements. The Town reserves the right to determine the location of such easements on the Premises in its reasonable discretion. The Town also reserves the right to grant such easements and rights-of-way in, over, and upon, along, or across all or a portion of the Premises to third parties without the consent of Tenant.

**30.02 Reservation to the Town, Aviation Easements.** There is hereby reserved to the Town, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to create in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation of, the Airport.

**30.03 No Interference with Aircraft.** Tenant, by accepting the Lease, agrees for itself, its successors and assigns, that it will not make use of the Premises in any manner which will interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to aircraft or ground operations normally conducted on an airport. In the event that the aforesaid covenant is breached, the Town shall have the right to enter upon the Premises and cause the abatement of such interference at the reasonable expense of Tenant.

## **SECTION 31 - PARTIAL INVALIDITY**

**31.01 Partial Invalidity.** If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. If any term, covenant, condition, or provision of this lease is found to be invalid, void, or in violation of any agreement or granting instrument from the United States of America, it shall be deemed to have been deleted from the lease and the remainder of the provisions shall remain in full force and not be affected, impaired, or invalidated thereby.

## **SECTION 32 - NON WAIVER OF REMEDIES**

**32.01 Non-Waiver of Remedies.** It is expressly agreed that neither the taking of possession of the Premises nor the institution of any proceedings by way of unlawful detainer, abetment, quiet title, or otherwise, to secure possession of said Premises, nor the re-entry by the Town with or without the institution of such proceedings, nor the re-renting or subletting of said Premises, shall operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of the Town's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be effected.

**32.02 Continuation of Lease in the Event of Default.** In the event Tenant breaches this Lease, or any covenant, term or condition hereunder, and abandons the Premises, this Lease shall continue in force and effect for so long as the Town does not terminate Tenant's right to possession, and the Town may enforce all rights and remedies of the Town including, without limitation, the right to recover rental as it becomes due hereunder. Acts of maintenance or preservation or efforts to re-let the Premises, or the appointment of a receiver upon the initiation of the Town to protect the Town's interest under this Lease shall not constitute a termination of Tenant's right to possession.

**32.03 Waivers, the Town's Right to Accept Rent.** No waiver by either party of any breach, default or any of the terms, covenants or conditions of this Lease shall be construed or held to be a waiver or custom of waiver of any same, similar, succeeding or preceding breach, default or term of this Lease, as the case may be. To be effective, all waivers shall be in writing and signed by the party to be charged. In case of a breach by Tenant of any of the covenants or undertakings of

Tenant, the Town nevertheless may accept from Tenant any payments hereunder without in any way waiving the Town's right to exercise the remedies hereinbefore provided for by reason of any breach or lapse which was in existence at the time such payment or payments were accepted by the Town.

**32.04 No Limitation of Rights.** It is expressly understood that the enumeration herein of express rights, options and privileges shall not limit the Town, nor deprive the Town of any other remedy or action or cause of action by reason of any default of Tenant, including the right to recover from Tenant any deficiency upon re-renting.

**32.05 No Limitation of Remedies.** The specific remedies to which the Town may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

### **SECTION 33 - HOLDING OVER**

**33.01 Holding Over.** Holding over by the Tenant after the expiration of this Lease shall not constitute a renewal of this Lease or give Tenant any rights under this Lease or in the Premises. Notwithstanding this provision, however, any holding over after the expiration of the term of this Lease, with the consent of the Town, shall be construed to be a tenancy from month to month, callable upon thirty (30) days written notice, and at a rental of one hundred fifty percent (150%) of the total monthly rental as existed during the last year of the term hereof, and further upon the terms and conditions as existed other than rental during the last year of the term hereof.

### **SECTION 34 – CONDEMNATION**

**34.01 Condemnation.** If at any time during the term of this Lease the Premises or any part thereof is taken or condemned under the laws of Eminent Domain by any governmental authority other than the Town, then and in every such case the leasehold estate and interest of the Tenant in said Premises taken shall cease and terminate. Tenant shall be entitled to participate and receive any part of the damages or award, where said award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute in which event the latter sum shall be received by Tenant, and that portion of any award allocated to the taking of Tenant's building,

improvements, trade fixtures, equipment and personal property, or to a loss of business by Tenant. None of the awards or payments to the Town shall be subject to any diminution or apportionment on behalf of Tenant or otherwise.

**SECTION 35 - NOTICES**

**35.01 Notices.** All notices given, or to be given, by either party to the other, shall be given in writing, by certified mail return receipt requested, and shall be addressed to the parties at the addresses hereinafter set forth or at such other address as the parties may by written notice hereafter designate.

Notices and payments to the Town, and notices to Tenant, shall be addressed as follows:

THE TOWN	TENANT
Airport Director	_____
Leesburg Executive Airport	_____
1001 Sycolin Road SE	_____
Leesburg, VA 20175	_____
With a copy to:	
The Town Attorney	_____
Town of Leesburg	_____
25 W. Market Street	_____
Leesburg, VA 20176	_____

**35.02** It shall be Tenant's responsibility to notify the Town in writing of any changes in the address for notices.

**SECTION 36 - REPRESENTATIONS AND AMENDMENTS TO BE IN WRITING**

**36.01 Representations and Amendments To Be In Writing.** No oral promises, representations or agreements have been made by Tenant or the Town. This Lease is the entire agreement between the parties (including employees, leasing personnel and other personnel.) Tenant and the Town have no authority to waive, amend or terminate this Lease or any part of it and no authority is to make promises, representations or agreements which impose duties or other obligations of each party unless done so in writing.

**SECTION 37 - SUCCESSORS IN INTEREST**

**37.01 Successors in Interest.** The covenants herein contained shall, subject to the provisions as to

assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

**SECTION 38 - FORCE MAJEURE**

**38.01 Force Majeure.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, or other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that nothing in this Subsection 38.01 shall excuse Tenant from the payment when due of any rental or other charges required to be paid by Tenant hereunder, except as may be expressly provided elsewhere in this Lease.

**SECTION 39 - TIME**

**39.01 Time.** Time is of the essence of this Lease.

**SECTION 40 - NO PARTNERSHIP; NO THIRD PARTY RIGHTS**

**40.01 No Partnership; No Third Party Rights.** Nothing contained in this Lease shall create any partnership, joint venture or other arrangement between the Town and Tenant. Except as expressly provided herein, no term or provision of this Lease is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

**SECTION 41 – NO BINDING CONTRACT UNTIL EXECUTION; AUTHORITY TO EXECUTE**

**41.01 Authority to Execute.** The person executing this Lease on behalf of or as representative for Tenant warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

**41.02 No Binding Contract until Execution.** NEITHER THE PREPARATION NOR THE DELIVERY OF THIS LEASE TO TENANT FOR EXAMINATION SHALL BE DEEMED TO BE AN OFFER BY THE TOWN TO LEASE THE PREMISES TO TENANT BUT SHALL BE MERELY A PART OF THE NEGOTIATIONS BETWEEN THE TOWN AND

TENANT. THE EXECUTION OF THIS LEASE BY TENANT SHALL BE DEEMED TO CONSTITUTE AN OFFER BY TENANT TO LEASE THE PREMISES FROM THE TOWN UPON THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE, WHICH OFFER MAY BE ACCEPTED BY THE TOWN ONLY BY THE EXECUTION OF THIS LEASE BY TENANT.

**SECTION 42 – MISCELLANEOUS PROVISIONS**

**42.01 Governing Law.** This Lease shall be governed by the laws of Virginia. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Loudoun County, Virginia.

**42.02 Survival.** The obligations under Section 10 (Hold Harmless), Section 11 (Environmental Indemnification), Section 23 (Litigation, Attorney’s Fees), Subsection 24 (Assignment), Section 26 (Remedies), Section 29 (Abandonment), Section 31 (Partial Invalidity),, Section 32 (Non Waiver of Remedies), Section 33 (Holding Over), Section 35 (Notices), Section 37 (Successors in Interest), Section 39 (Time), Section 40 (No Partnership; No Third Party Rights), and Section 42, (Miscellaneous Provisions), and any other obligations which reasonably should survive, shall survive expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first hereinabove written.

**The Town:**

**Tenant:**

Town of Leesburg, VA, a Municipal Corporation

\_\_\_\_\_  
(Name of Lessee)

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
(Signature of Lessee)

Approved as to form:

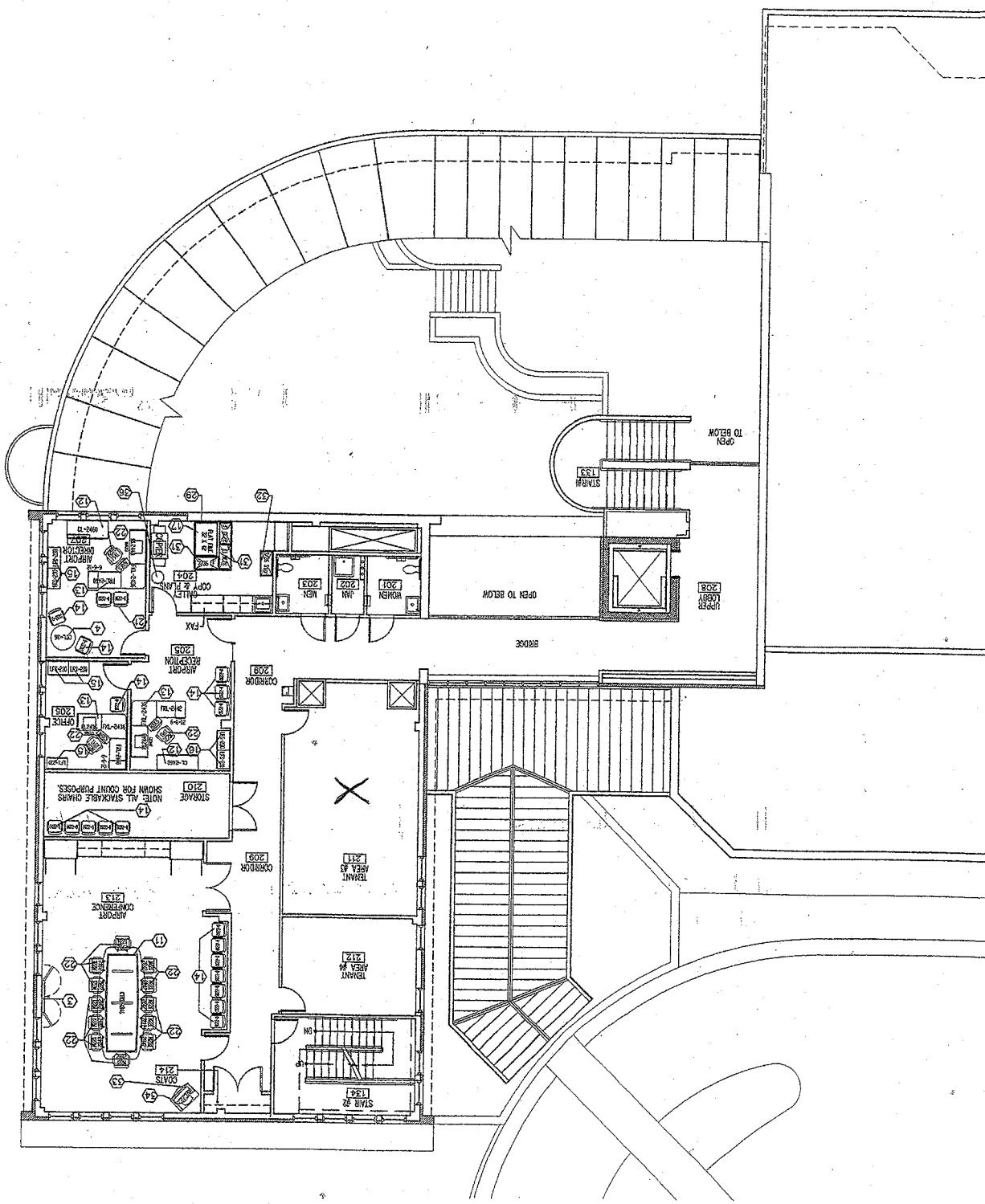
\_\_\_\_\_  
Town Attorney

(\*Signature blocks for the Mayor and Town Attorney to be completed upon acceptance by the Town; Signature block)

**Exhibit A:  
Map of Premises**

**EXHIBIT B  
Leesburg Executive Airport  
Rules, Regulations, and Minimum Standards  
December 13, 2011**





A-136  
OF  
SHEET NO.

DOAV PROJECT NO.  
CS-0027-1BD

LEESBURG EXECUTIVE AIRPORT  
LEESBURG, VIRGINIA  
TERMINAL BUILDING EXPANSION

Second Floor Plan  
Furniture Layout Plan

NO.	DATE	REVISIONS	BY	APPR.
12-1-00		100% REVISION DOCUMENTS - NOT FOR CONSTRUCTION		
2-10-01		100% CONSTRUCTION SET - NOT FOR CONSTRUCTION		
5-25-01		PERMIT SET		



CAMPBELL & PARRIS ENGINEERS  
Suite 2  
4218 Leesville Center Dr.  
Chesapeake, VA 23030 (703) 986-0022



EDM ARCHITECTS  
8000 General Overlook Court  
Vienna, VA 22188 (703) 938-2222

DESIGNED BY: DRAMIN BY: FMO  
CHECKED BY: APPROVED BY: JAP  
DATE: 2/09/01  
SCALE: 1/8"=1'-0"  
CWP JOB #: 9841  
FILE NAME: 9820



*LEESBURG EXECUTIVE AIRPORT*  
*RULES, REGULATIONS &*  
*MINIMUM STANDARDS*

APPROVED BY TOWN COUNCIL: December 13, 2011

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# CHAPTER ONE

## I. GENERAL PROVISIONS

### a. PURPOSE

- i. The provisions in this document set forth the Rules, Regulations and Minimum Standards for the management and conduct of commercial and non-commercial aeronautical and other activities by individuals or organizations at Leesburg Executive Airport. These Rules, Regulations and Minimum Standards are hereinafter referred to as the “Minimum Standards”.

### b. INTRODUCTION

Prudent and proper administration requires that regulations and standards be established to ensure that aeronautical activity at the Airport is conducted in the public interest and provides protection from irresponsible and unsafe operations. Minimum operation and design standards ensure that acceptable qualifications of participants, level and quality of service, and other conditions of those conducting aeronautical activities at the Airport are established. The requirement to impose standards on those proposing to conduct commercial aeronautical activities at a public airport provides protection to the public from irresponsible, unsafe or inadequate service.

The adoption and enforcement of these standards ensures that operators are reasonably fit, willing and able to discharge both their service obligations to their patrons and their economic obligations to the airport community and thereby protect established commercial enterprises, the aviation user and the public.

The standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope, and will be applied objectively and uniformly. Standards thus established and applied promote economic stability by discouraging unqualified applicants and fostering the level of services desired by the public and the Leesburg Executive Airport.

### c. POLICY REGARDING THE CONDUCT OF COMMERCIAL AERONAUTICAL ACTIVITIES

It is the policy of the Leesburg Executive Airport to extend the opportunity to engage in commercial aeronautical activities to any entity meeting its published standards for that activity and subject to availability of suitable

space at the Airport to conduct such activities. The Airport's Master Plan and Development Program provide the basis for determining whether suitable space is available.

**d. DEFINITIONS**

The definitions and rules of construction provided in Section 1-2 of the Town Code shall apply to these Minimum Standards. Additionally, the following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- i. **“Aircraft”**: Aeronautical devices including, but not limited to powered aircraft, gliders, kites, helicopters, gyrocopters, parachuting, ground-effect machines and balloons.
- ii. **“Aircraft Maintenance”**: The repair, adjustment or inspection of aircraft.
  - 1. Major Repairs - Major alterations to the airframe, power plant, propeller and accessories as defined in Part 43 of the Federal Aviation Regulations.
  - 2. Minor Repairs - Normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.
- iii. **“Airport”**: the Leesburg Executive Airport and all of the area, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists or as it may hereafter be extended or enlarged.
- iv. **“Airport Director”**: the officer appointed pursuant to Section 6-20 of the Town Code who is solely responsible for enforcement of the provisions of this document. Any appeal of a decision of the Airport Director is appropriately addressed to the Town Manager for review.
- v. **“Airport Commission”**: an advisory body created by Section 2-223 of the Town Code.
- vi. **“Building”**: Includes the main portion of each structure, all projections or extensions there from and any additions or changes thereto, and shall include garages, outside platforms and docks, carports, canopies, eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included.
- vii. **“Entity”**: A person, firm, corporation, partnership formed for the purpose of conducting the proposed activity.

- viii. **“Equipment”**: All machinery, together with the necessary supplies for the upkeep and maintenance and all tools and apparatus necessary to the proper construction and completion of the work.
- ix. **“Exclusive Right”**: A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right.

Federal laws specifically prohibit granting an exclusive right to conduct a commercial aeronautical activity on an Airport developed or improved with Federal funds.

- x. **“FAA”**: the Federal Aviation Administration.
- xi. **“FAR”**: Federal Aviation Regulations.
- xii. **“FBO”**: Fixed Base Operator. Any airport-based business that provides services as defined in the classes below. FBOs must lease space at the airport. All FBOs must obtain an FBO license from the Town and pay the applicable FBO license fees.
  - 1. **“Full Service Operator”**: A class of FBO that provides a variety of services to aircraft owners, pilots and passengers. Full-service Operators must lease space at the airport.
  - 2. **“Commercial Aeronautical Operator”**: A class of FBO which is an individual or company engaged in commercial activity at the airport which provides a service to the flying community and utilizes the airport runway and surrounding facilities on a regular basis. Commercial Aeronautical Operators must lease space at the airport.
  - 3. **“Commercial Operator”**: A class of FBO which is an individual or company engaged in commercial activity at the airport related to aeronautical activity, but which does not utilize the runway or surrounding facilities on a regular basis. A Commercial Operator must lease space at the airport.
  - 4. **“Concessionaire”**: An airport-based business which is an individual or company engaged in commercial activity at the airport that is not related to aeronautical activity such as: restaurants, gift shops, parking facilities and car rental companies. All concessionaires must lease space at the airport

and enter into a Concessionaire Agreement with the Town.

- xiii. **“Improvements”**: All buildings, structures and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. The Town must approve plans and specifications for all improvements for conformity with its building and construction standards.
- xiv. **“Lease”**: A contractual agreement between the Town and an entity granting a concession or otherwise authorizing the conduct of certain activities, which is in writing and enforceable by law.
- xv. **“Leesburg Maneuvering Area”**: A specified area or “cutout” on the Washington Aeronautical chart as depicted by magenta boundaries.
- xvi. **“MSL” Mean Sea Level**: “still water level”—the level of the sea with motions such as wind waves averaged out—averaged over a period of time such that changes in sea level due to tides are “averaged out”.
- xvii. **Notice to Airmen “NOTAM”** system: Time-critical aeronautical information which is of either a temporary nature or not sufficiently known in advance to permit publication on aeronautical charts or in other operational publications receives immediate dissemination via the National NOTAM system.
- xviii. **“Repair Facility”**: A facility utilized for the repair of aircraft to include airframes, power plants, propellers, radios, instruments, and accessories. Such facility will require Federal Aviation Administration certification and will be operated in accordance with pertinent Federal Aviation Administration Regulations.
- xix. **“Sublease”**: A lease granted by a lessee to another entity of all or part of the property.
- xx. **“Temporary Commercial Operating Permit”**: A permit issued by the Town to conduct business at the Airport on a temporary basis.
- xxi. **“Town”**: The Town of Leesburg and its Town Council (or designated body or administrator).
- xxii. **“Tenant”**: Any entity entering into a contractual relationship with the Town for space to conduct its business.
- xxiii. **“Tie-Down”**: A paved area suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.



- xxiv. **"IFR"**: Instrument Flight Rules.
- xxv. **"VFR"**: Visual Flight Rules.
- xxvi. **"VMC"**: Visual Meteorological Conditions
- xxvii. **"DOAV"**: Virginia Department of Aviation

**e. MINIMUM STANDARDS**

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 all pertinent rules, regulations, orders and rulings of the FAA and the DOAV, as appropriate, which are made a part of these Minimum Standards by reference. In the event of any conflict between these Minimum Standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail.

**f. AIRPORT DIRECTOR**

The Airport Director is authorized to take all actions necessary for the handling, policing, protection and safeguarding of the public while present at the Airport, to regulate vehicular traffic at the Airport and to oversee all airport operations consistent with these Minimum Standards, and the Town and State Codes, including the power of arrest provided in Section 5.1-21.1 of the Code of Virginia of 1950, as amended.

**g. SPECIAL EVENTS**

No special event, including but not limited to air shows, air races, fly-ins, skydiving, Young Eagles flights, Discovery flights or other similar events requiring the general use of the Airport, other than normal or routine airport traffic, shall be held unless a permit for same has been issued by the Town of Leesburg. Said permit shall specify the areas of the Airport authorized for such special use, dates, insurance requirements and such other terms and conditions as the Airport Director may require.

**h. PUBLIC USE**

The Airport shall be open for public use at all hours of the day, subject to regulations or restrictions due to weather, the conditions of the landing area, the presentation of special events and like causes, as may be determined by the Airport Director and revocation of the right of use, for violation of these Minimum Standards as herein provided.

**i. COMMON USE AREAS**

All runways for landing and take-off; all runway, marker, guidance, signal and beacon lights used to guide operating aircraft; all apparatus or equipment for disseminating weather and wind information, for signaling, for radio-directional finding or for radio or other electrical communication and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft; and together with such aprons, ramps, turnoffs, transient tie-down areas and taxiways (unless otherwise noted) shall be considered common use areas available for use, in common, by all persons flying or operating aircraft on the Airport and shall be kept clear and available for aircraft traffic. No Full Service Operator, Commercial Aeronautical Operator, or Commercial Operator or other person shall use any common use areas for the permanent parking, storing or repairing of aircraft or for any other purpose other than the flying and operation of aircraft without the prior consent or authorization of the Airport Director. Common use designations may be changed from time to time by Airport Director in consultation with the Airport Commission. All such changes shall be noted on the common use area map herein referred to. The Town shall be advised of all such changes.

**j. VEHICULAR TRAFFIC AND PARKING**

The traffic laws provided in Chapter 32 of the Town Code shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permissions has been first obtained from the Airport Director.

**k. ADVERTISING AND SIGNS**

No signs or other advertising shall be placed or constructed upon the Airport, or any building or structure or improvement thereon without having first obtained a permit for it from the Town of Leesburg and permission from the Airport Director. The Airport Director shall refuse permission for such signs if he finds that such are undesirable, unnecessary or may create a safety hazard. Additionally, signs shall be subject to applicable Town Ordinance as well as these Minimum Standards.

**l. ACCEPTANCE OF MINIMUM STANDARDS BY USE**

The use of the Airport or any of its facilities in any manner shall constitute an assumption by the user of these Minimum Standards and shall create an obligation on the part of the user to abide by and obey these Minimum Standards. Flight instructors shall have the duty to fully acquaint their students with these Minimum Standards and shall be responsible for the conduct of

students under their direction as will the airport tenants be responsible for acquainting their employees and customers with these Minimum Standards.

**m. OPERATORS TO KEEP MINIMUM STANDARDS AVAILABLE**

All persons licensed to do business on or conducting operations of any kind on the Airport shall keep a current copy of these Minimum Standards in their office or place of business and make them available to all persons.

## **CHAPTER TWO**

### **I. AIRCRAFT OPERATION AND AIRPORT TRAFFIC RULES AND REGULATIONS**

#### **a. GENERAL**

- i. Every person operating an aircraft shall comply with and operate such aircraft in conformity with these Minimum Standards, and all pertinent rules, regulations, orders and rulings of the FAA, DOAV and Virginia Aviation Board and other appropriate governmental agencies.
- ii. As an uncontrolled airport, all pilots of aircraft having radio equipment permitting two-way communications shall contact the Airport Unicom (122.975) to obtain airport advisory information when they are within the airport traffic area. All aircraft within a five-mile radius of the Airport should conform to these Minimum Standards.
- iii. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Director shall be immediately notified. Subject to governmental investigations and inspections of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of the aircraft and shall promptly remove such aircraft from all landing areas, taxiways, ramps, tie-down areas and all other aircraft movement areas, and place or store where designated by the Airport Director. No such wrecked or damaged aircraft shall be permitted to remain exposed to the general public on the Airport for more than 24 hours after the site has been released by all appropriate investigatory or regulatory authorities. In the event the owner of the aircraft fails for any reason to remove promptly the wrecked or damaged aircraft from the Airport as may be requested by the Airport Director, the Airport Director may cause the removal and storage of such wrecked or damaged aircraft at the expense of the aircraft owner.

#### **b. DISABLED AND/OR DERELICT AIRCRAFT**

- i. Subject to compliance with appropriate FAR, the aircraft owner shall be responsible for the prompt removal of disabled and/or derelict aircraft and parts of such aircraft at the Airport as directed by the Airport Director or his authorized representative. Such aircraft, and any and all parts thereof, may be removed by the Director at the owner's or operator's expense and without liability for damage which may be incurred as a result of such removal.

- ii. No Person shall park or store any aircraft in non-flyable condition on Airport property, including leased premises, for a period in excess of thirty (30) days, without written permission from the Director.
- iii. No Person shall store or retain aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved by the Director, in writing.
- iv. Whenever any aircraft is parked, stored or left in non-flyable condition on the Airport in violation of the provisions of this Section, the Town shall so notify the owner or operator thereof by certified and regular mail, requiring removal of said aircraft within thirty (30) days of receipt of such notice. If the owner or operator is unknown or cannot be found, the Director shall conspicuously post and affix such notice to the said aircraft, requiring removal of said aircraft within thirty (30) days from date of posting. Upon failure of the owner or operator of said aircraft to remove said aircraft within the period provided, the Director shall cause the removal of such aircraft from the Airport and the access gate card will be revoked. All costs incurred by the Airport shall be recoverable against the owner or operator thereof.

**c. GROUND RULES**

- i. No person shall park, store, tie down or leave any aircraft on any area of the Airport other than that prescribed by the Airport Director.
- ii. No aircraft shall be parked or stored at the Airport unless it is properly tied down and secured. Aircraft owners are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Aircraft owners shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner or the pilot of such aircraft to comply with this standard. The Town's sole obligation, unless otherwise provided by any lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down ropes and grass surfaces. The Town will not guarantee grass areas to be suitable for aircraft tie-downs. Unless otherwise provided for in the lease agreement, the individual lease holders shall be responsible for maintaining (i.e. cutting grass, snow removal, etc) their leased areas.
- iii. A specific tie-down space shall be assigned by the Airport Director to each aircraft renting on a monthly basis. Separate areas shall be designated by the Airport Director for FBO aircraft and itinerant tie-

downs. No person shall take or use any aircraft anchoring or tie-down facilities when such facilities are already in actual use by or leased to another person.

- iv. No repairs to engines or oil changes shall be made in tie-down spaces or on any apron (except in designated areas).
- v. No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft and brakes have been set or the wheels have been set with blocks that are equipped with ropes or other suitable means for removing such blocks.
- vi. The engine shall be started, warmed up and run only in places designated for such purposes by the Airport Director. No aircraft engine shall be run-up unless the aircraft is in such a position that the propeller or jet blast clears all hangars, shops other buildings, persons, other aircraft and automobiles or vehicles in the area, and the flight path of landing aircraft.
- vii. Each entity shall be responsible for the removal of snow and ice from all its leased area and areas in which it is authorized to operate, and shall keep its leased areas in which it is authorized to operate free and clear of all weeds, rocks, debris and other material which is unsightly or could cause damage to aircraft, buildings, persons or vehicles as the result of aircraft engine operation.

#### **n. TAXIING**

- i. All aircraft shall be taxied at a low and reasonable speed and, if not equipped with adequate brakes, shall be towed by a tractor.
- ii. Aircraft awaiting take-off shall stop at designated hold lines off the runway in use and in a position so as to have a direct view of aircraft approaching for a landing and shall give full right-of-way to such aircraft.
- iii. No person shall taxi an aircraft until he has ascertained that there will be no danger of collision with any person or object in the immediate area by visual inspection of the area and, when available, through information furnished by airport attendants.
- iv. Aircraft on the taxiway must stop before entering the runway and allow aircraft, which are exiting main runway at intersection or far end to the runway to clear the runway. Aircraft clearing the runway after landing have the right-of-way over aircraft on the taxiway preparing to enter the runway.

**o. TRAFFIC RULES**

- i. All operations of aircraft should be conducted in accordance with Title 14, Code of Federal Regulations (CFRs and SFARs) and the FAA Aeronautical Information Manual, with the following local variations noted:
- ii. The Leesburg Executive Airport is in Washington, DC Special Flight Rules Area (SFRA). As such, the FAA NOTAM must be followed for arrivals and departures to the Leesburg Maneuvering Area.
- iii. Runway 17 is designated as the ‘calm wind’ runway and shall be used whenever practical. When the winds are 3 knots or less, pilots should prioritize the use of Runway 17 to accommodate noise-sensitive areas to the north of the field.
- iv. All aircraft operating in the traffic pattern should remain clear of the Dulles Airport Class B airspace and maintain a pattern of left hand turns.
- v. All pilots shall make position reports in the pattern in consonance with the AIM and should refrain from using local landmarks EXCEPT for the blue water towers. That position report should be phrased as ‘blue water towers three miles northeast’ to assist transient pilots in the pattern. In all circumstances, avoid using any other local landmark.
- vi. Touch-and-go operations are permitted at such times as may be designated by the Airport Director.
- vii. All IFR approaches in VMC should be terminated before entering the pattern area.

**p. FIRE REGULATIONS**

The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.

- i. No aircraft shall be fueled or drained while its engine is running, or while in a hangar or other enclosed place. Fueling shall be done in such a manner and with such equipment that adequate connections for grounding of electricity shall be continuously maintained during such time.
- ii. Any FBO or Commercial Aeronautical Operator providing fuel service shall provide service to individual aircraft with trained personnel employed by the FBO or Commercial Aeronautical Operator. Individual aircraft operators shall not use FBO or Commercial Aeronautical Operator equipment to fuel their own aircraft.

Equipment, operation and maintenance of fueling facilities shall be in accordance with National Fire Protection Association guidelines and recommendation as published in NFPA 10, 30, 70, 77, 385, 409, 415 & 418. FAA Advisory Circular 150/5230-3 Fire Prevention During Aircraft Fueling Operations and 150/5230-4 Aircraft Fuel Storage, Handling and Dispensing On Airports are incorporated by reference.

- iii. The cleaning of power plants or other parts of aircraft shall not be carried on in any hangar, except with non-flammable substances. If flammable liquids shall be employed for this purpose, the operation shall be carried on in the open air.
- iv. All persons using in any way the airport area or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to persons or property.
- v. All hangar and shop floors shall be kept clean and free from oil, gas and other flammable substances. No volatile flammable solvent shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any building on the Airport in such a manner as to create any fire hazard.
- vi. No person shall smoke or ignite any matches, flares, lighters or other objects which produce an open flame within a hangar, shop, building or structure in which any aircraft is or may be stored, or within 50 feet of any aircraft or any fueling facilities.

**q. FEDERAL SPONSOR ASSURANCES**

- i. Nothing contained in these Minimum Standards shall be interpreted in any manner so as to violate any FAA/Sponsor Assurances for Airport Improvement Program (AIP) grant funding.
- ii. Nothing contained in these Minimum Standards shall be interpreted in any manner so as to violate any DOAV/Sponsor Assurances for airport grant funding.
- iii. Applicable sections of the PART V ASSURANCES-AIRPORT AND PLANNING AGENCY SPONSORS shall be considered a part of these Minimum Standards by reference.



## **CHAPTER THREE**

### **I. AIRPORT BUSINESS ACTIVITIES: TEMPORARY COMMERCIAL OPERATING PERMITS, LEASES, LICENSES AND CONCESSIONS**

#### **a. AIRPORT BUSINESS ACTIVITIES**

Subject to applicable orders, certificates or permits of the FAA, or its successor, grant agreements with the FAA and the laws of the Commonwealth of Virginia, grant agreements with the Commonwealth of Virginia, acting by and through the DOAV, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or aeronautical activities who has not first complied with these Minimum Standards and obtained the consent and all required permits and licenses for such activities from the Town and entered into such written leases and other agreements prescribed by the Town or agreed upon by the Town and such person. Notwithstanding any other provision of these Minimum Standards where a conflict exists between these Minimum Standards and any lease agreement now or hereafter approved by the Town, the requirements of the latter shall prevail.

Applicants for leases, licenses, permits or concession agreements will specify the activities for which they desire a lease, license, permit or concession agreement. Any person or entity which has been issued a license or permit or entered into a lease agreement or concession agreement, shall conduct only those services granted by the lease, license, permit or agreement. Licenses and permits must be renewed annually, and license fees and permit fees are due on or before July 1 of each fiscal year. The terms of the lease agreement shall govern the terms, fees and conditions of each lease entered into between and entity and the Town.

Any entity that conducts a commercial business at the Airport shall have a business license issued by the Town. Additionally, any entity that conducts a commercial business at the Airport shall have a Fixed Base Operator License issued by the Town, or a Temporary Commercial Operating Permit issued by the Town, prior to conducting any commercial business at the Airport.

#### **b. TEMPORARY COMMERCIAL OPERATING PERMIT**

A Temporary Commercial Operating Permit shall be obtained by any person or company that wishes to conduct business on the Airport but which does not lease space at the Airport. This category of permits applies to, but is not limited to, food vendors and mechanics.

**i. PROCEDURES:**

1. The Town may issue a Temporary Commercial Operating Permit only upon receipt and approval of a signed application from the commercial entity on a form approved by the Airport Director containing the following information:
  2. Name of Entity, address, phone number, type of business, type and description of vehicles to be operated, if any, on Airport property.
  3. Name of principal(s) of the applying Entity.
  4. Name, address and job title of the local manager, if different from the principal(s).
  5. Provide adequate insurance and a certificate of insurance, naming the Town, its employees and agents as additional insured.
- ii. The submission of such application for a Temporary Commercial Operating Permit shall constitute an express understanding and agreement by such applicant that he/she shall:
1. Pay all Permit fees specified.
  2. Covenant to obey and adhere to all security requirements, Rules, Regulations and Minimum Standards of the Airport now existing or hereafter adopted.
  3. Indemnify and hold harmless the Airport and the Town, its employees and agents from any claim whatsoever arising from the applicant's business operations on Airport property.
  4. Provide proof of a Town of Leesburg business license and proof of insurance coverage not less than specified in Appendix B.
- iii. In the event a Temporary Commercial Operating Permit is approved and there are subsequent changes in the facts or circumstances reflected on the application, the Permittee is required to file a written statement notifying the Director of the change within ten (10) calendar days from the date such change occurs.
- iv. Within thirty (30) calendar days after the application for a Temporary Commercial Operating Permit has been submitted to the Town, the

application will either be approved or denied. In the event the application is denied, the Director shall specify in writing the grounds for denial on behalf of the Town. The applicant shall have the right to appeal to the Town Manager in writing. The Town Manager shall issue a written determination to the Applicant as soon as practicable. The Town Manager may consult with the Airport Director and/or the applicant, if the Town Manager so desires.

- v. A Temporary Commercial Operating Permit may be revoked by the Director for cause upon five (5) calendar day written notice to the Permittee. Such notice shall be either hand-delivered or mailed by certified mail and regular mail to the address stated on the application. Such revocations are subject to an appeal to the Town Manager. The Town Manager shall issue a written determination to the Applicant as soon as practicable. The Town Manager may consult with the Airport Director and/or the applicant, if the Town Manager so desires.

Causes for revocation include, but are not limited to:

1. Breach of any Agreement entered into with the Airport.
2. Failure to make timely payment of any fees, fines, or other moneys due to the Airport.
3. Violation of any rule, regulation, security requirement, or Minimum Standard of the Airport now existing or hereafter adopted.
4. Any act or omission of the Permittee adversely affecting the Airport operations or posing a danger to the public health, safety, or welfare.

### **c. LEASES**

Applications for leases of ground on the Airport, (not to include tie-down leases) or for permission to carry on any commercial, business or aeronautical activity at the Airport, which do not fall within the terms of Section 15.2-2100, et seq., of the Code of Virginia, shall be made using Town forms. The Town shall, as soon as practicable, refer such application to the Airport Commission for review. The Airport Commission may, if it deems advisable, hold a public hearing upon receipt of the application. The applicant shall submit all information and material necessary or requested by the Airport Director to establish to the satisfaction of the Town that the applicant can qualify and will comply with these Minimum Standards. The application shall contain a statement of the names of every party owning an interest in the business, those

who will be managing the business, the sole proprietor or every partner of the partnership, or each director and officer of the corporation as the case may be, and such application shall be signed by such persons who shall have authority to do so under the laws of the Commonwealth of Virginia. The Town shall take such action as it deems appropriate, which may include acceptance or rejection, or denial or modification of such application. All lessees shall be provided with emergency contact information in the event that an emergency occurs outside of regular business hours.

**d. APPLICATIONS FOR LEASE**

All leases for ground and office space on the Airport are subject to the Virginia Public Procurement Act set forth in Section 2.2-4300 et seq., Code of Virginia of 1950, as amended.

**e. VIRGINIA DEPARTMENT OF AVIATION APPROVAL**

All lease agreements on the Airport shall be reviewed and approved by the Virginia Department of Aviation in accordance with Section 5.1-40, et seq., of the Code of Virginia of 1950, as amended.

**f. LICENSES**

All Fixed Based Operators must apply and obtain a Fixed Base Operator (“FBO”) License from the Town in addition to a Business, Professional and Occupational License (“BPOL”) before operating at the Airport, using Town supplied forms.

**g. ACTION ON APPLICATION FOR LEASES, LICENSES, TEMPORARY COMMERCIAL OPERATING PERMITS OR CONCESSION PERMITS**

The Town may deny any application or reject any bid or proposal as the case may be, if, in its opinion, it finds any one or more of the following:

- i. The applicant for any reason does not meet the qualification, standards and requirements established by these Minimum Standards; or
- ii. The applicant's proposed operations or construction will create a safety hazard on the Airport; or
- iii. The granting of the application will require the Town to spend Town funds, or to supply labor or materials in connection with the proposed operations to an extent which the Town is unwilling to enter into such arrangement; or the operation will result in a financial loss to the Town; or
- iv. There is no appropriate, adequate or available space or building on the

Airport to accommodate the activity of the applicant at the time of the applications; or

- v. The proposed operation, airport development or construction does not comply with the Master Plan of the Airport; or
- vi. The development or use of the area requested by the applicant will result in depriving existing operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present FBO, commercial aeronautical operator or commercial operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the operator's area; or
- vii. Any party applying, or interested in the business, has supplied the Airport Director with any false information or has misrepresented any material fact in his application or in supporting documents; or has failed to make full disclosure on his application or in supporting documents; or
- viii. Any party applying, or interested in the business, has defaulted in the performance of any lease or other agreement with the Town; or
- ix. Any party applying, or interested in the business, has a credit report which contains derogatory information and does not appear to be a person of satisfactory business responsibility and reputation; or
- x. The applicant does not appear to have, or have access to the operating funds necessary to conduct the proposed operation for a minimum period of six months; or
- xi. Any party applying or interested in the business has been convicted of any crime or violation of any Town ordinance of such a nature that it indicates to the Town that the applicant would not be a desirable operator on the Airport.

Nothing contained herein shall be construed to prohibit the Town from granting or denying, for any reason it deems sufficient, any application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person as approved by the DOAV.

#### **h. SUPPORTING DOCUMENTS**

- i. Applicants shall furnish evidence of organizational and financial capability to provide the proposed activities as may be requested by the Town.

- ii. All applicants shall submit the following supporting documents to the Town, together with such other documents and information as may be requested by the Town:
  - 1. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the applicant, or by the proprietor.
  - 2. A written listing of the assets owned or being purchased, which will be used in the business on the Airport.
  - 3. A current credit report covering all areas in which the applicant has done business during the last ten years.
  - 4. A written authorization for the FAA and all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant has engaged in aviation business to supply the Town with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- iii. No person may conduct commercial aeronautical activities at the Airport until an agreement, license or permit, incorporating the applicable standards set forth herein, is approved by the Town, which may include establishing airport space lease terms, rental amounts and other terms and conditions required by the Town; has met the qualifications, standards and requirements of these Minimum Standards; and has paid the required fees and received an business license from the Town. Before any person is issued a Temporary Commercial Operator's Permit, he shall pay to the Town the permit fee, except that such fee may be waived for any government or governmental agency or department or person performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or fire fighting operations.
- iv. Each Full-Service Operator, Commercial Aeronautical Operator or Commercial Operator (hereinafter referred to as "operator") approved shall enter into an agreement with the Town which includes an agreement on the part of the operator to accept, be bound by, comply with and conduct its business operations in accordance with these Minimum Standards and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these Minimum Standards and the revocation or termination thereof as herein provided.

- v. Unless otherwise provided in a lease agreement with the Town, the operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down areas, taxi-ways, fences and all other facilities and improvements requested or approved by the Town as being advisable and necessary for the operator to carry on the activities or services authorized by the Town and Airport Commission. Facility maintenance shall include maintaining all grassed areas (i.e. cutting grass) and all snow removal. The Town may, at its discretion, provide Town assistance in the development of the operation area.
- vi. The operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services supplied to his operation at the Airport; and all wages or salaries and all rentals, fees and payments payable to the Town.
- vii. Unless otherwise provided by the Town or Airport Commission, all operations of the operator shall be conducted on an area of sufficient size to accommodate all services for which the operator is licensed, allowing for future growth and additional services as contemplated by the Town of Leesburg, or the applicant, at the time of application, to the extent, however, that space is available at the Airport. The operator shall carry on its business operations strictly within the areas assigned it by the Town or Airport Director and its operations shall not in any way interfere with: operations of the other operator's; agencies or other businesses operating on the Airport; the use of the Airport by the general public; or any common use areas. The operator shall not use any common use areas except as authorized by these Minimum Standards or the Airport Director.
- viii. For an operator to qualify for a license, it must have available sufficient operating funds to conduct the proposed business for a period of at least six (6) months.
- ix. An operator shall cooperate with the Airport Commission and the Airport Director in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- x. The operator agrees to indemnify, defend, and save the Town, its authorized agents, officers, representatives and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts of omissions of the operator, its agents, employees, servants, guests, or business visitors.

xi. To guarantee performance of paragraph above, the operator shall secure, at its expense, public liability and property damage insurance on which the Town 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, as specified herein in the Minimum Standards for each category of aeronautical activity, and shall be placed with a reputable company approved by the Town. Copies of all such policies of insurance shall be delivered to the Airport Director 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 operator's liability to the Town and if the Town or any of its authorized agents, officers, representatives or employees becomes liable for an amount in excess of the insurance, the operator will save and hold them harmless for the whole thereof.

**i. AIRPORT LICENSE AND LEASES ARE 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 Town. No lease, or portion thereof, may be assigned or sublet without prior approval of the Town and all assignees or sub-leases as approved by the Town shall comply with these Minimum Standards.

**j. EFFECT ON EXISTING LEASES**

Existing leases shall be required to uphold those standards on which their original leases were contingent. The Airport Director shall attempt to amend all existing leases within a reasonable time to ensure that these Minimum Standards are adhered to by the tenant. All new leases, new lease agreements and lease renewals entered into at the Airport after adoption of these Minimum Standards shall be required to comply with these Minimum Standards.

**k. FBO / TENANT APPROVAL NOT REQUIRED**

The Town may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master Plan of the Airport and its planning and policies in connection with the development of the Airport.

**l. OPERATION AREA**

No person authorized to operate or conduct business activities at the Airport shall do so on any area except those specified by the lease agreement, or approved by the Airport Commission.



**m. COMPLAINTS**

All complaints against any operator for violation of these Minimum Standards shall be filed with the Airport Director and made in writing, signed by the party submitting the complaint and specifying dates, times and witnesses, if any. The Airport Director shall forward such correspondence to the Airport Commission as soon as practicable.

**n. 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 (i.e. commercial dumpsters) and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

**o. ACTS OF GOD**

Nothing contained in these rules and regulations shall be constructed as requiring the Town to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Town.

**p. PENALTIES**

In addition to any penalties otherwise provided by Town ordinance, law, the Virginia Department of Aviation or the Federal Aviation Regulations, and all other rules and regulations and the FAA, any person violating these Minimum Standards may be promptly removed or ejected, either temporarily or permanently, from the Airport by the Airport Director. The Town Manager may hear and decide appeals from the persons so removed in accordance with this chapter. The Airport Director shall, in writing, within seven days of any such removal or ejection, render to the person removed or ejected under this section, a letter to his last known mailing address delineating the specific violation of these Minimum Standards which necessitated such removal. The Town Manager shall hear appeals submitted by any person or persons so removed or ejected after receipt of such letter from the Airport Director.

**q. WAR OR NATIONAL EMERGENCY**

During time of war or national emergency, the Town shall have the right to lease the Airport, or the landing area, or any part thereof to the United States Government for military or naval use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators' agreement, lease or authority.

**r. 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 Town and the Commonwealth of Virginia or the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a conditioned precedent to the expenditure of federal funds for the development of the Airport.

**s. LEASE TERMINATION**

The Town may, at its discretion and with 30 days notice, terminate any lease or other agreement authorizing the operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the operator's license, for any cause or reason provided in these rules and regulations, or by the law, and in addition thereto, upon the happening of any one or more of the following:

- i. Filing of a petition voluntarily or involuntarily, for the adjudication of the operator as bankrupt.
- ii. The making by the operator of any general assignment for the benefit of creditors.
- iii. The abandonment or discontinuance of any permitted operation at the Airport by the operator or the failure to conduct them on a full time basis without the prior approval of the Town and the Airport Commission.
- iv. The failure of the operator to remedy any default or breach of violations by it its personnel in keeping, observing, performing, and complying with these Minimum Standards and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the operator to be performed, kept or preserved, within 30 days from the date written notice from the Airport Manager has been mailed or delivered to the place of business of the FBO at the Airport.
- v. The failure to promptly pay to the Town, when due, all rents, charges, fees and other payments which are payable to the Town by the operator.
- vi. The operator, or any partner, officer, director, employee or agent thereof commits any of the following violations:
  1. Violates any of these Minimum Standards; or

2. Engages in unsafe or abnormal or reckless practices in the operation of an aircraft on or in the vicinity of the Airport, which creates a hazard to the safety of other airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed result in causing personal injuries or death to a person or damage to property; or operates the business of the operator in such a fashion as to create a safety hazard on the Airport for other airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.
  3. The discovery that the operator, through its application, supporting documents, statements before the Airport Commission or Town, has misrepresented, misstated, falsified, or failed to make full disclosure of any information related to its application for an operator license or lease agreement with the Town.
- vii. In the event of such termination, the operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the Town and cease all business operations at the Airport. Should the operator fail to make such surrender, the Town shall have the right at once and without further notice to the operator, to enter and take full possession of the space occupied by the operator at the Airport by force or otherwise, and with or without legal process to expel, oust and remove any and all parties and any and all goods and chattels not belonging to the Town that may be found within or upon the same at the expense of the operator hereunder shall cease, and the operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the Town, its agents or representatives by reason of such termination or any act incident thereto.
  - viii. In addition to all other rights and remedies provided in these Minimum Standards, the Town shall have any and all other rights and remedies in law or in equity, including the equitable remedy of injunction, to enforce these rules and regulations, to obtain compliance herewith and to impose the penalties herein provided.
  - ix. To the extent necessary to protect the rights and interest of the Town or to investigate compliance with the terms of these rules and regulations, Airport Director or any authorized agent of the Town shall have the right to inspect at all reasonable times all airport premises together with all structures or improvements and all aircraft equipment and all licenses and registrations.
  - x. Each operator shall be responsible for the removal of snow and ice

from all its leased area and areas in which it is authorized to operate, and shall keep its leased areas and areas in which it is authorized to operate free and clear of all weeds, rocks, debris and other material which is unsightly or could cause damage to aircraft, buildings, persons or vehicles as the result of aircraft engine operation.

- xi. The operator shall park and store the aircraft used in its operations and its customers' aircraft on its assigned area only, unless arrangements for such parking with another operator, or the Airport Director are made.

**t. WAIVER OF THESE PROVISIONS**

The Town Council may in its discretion, waive all or any portion 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 or fire fighting operations, but only to the extent permitted by the rules of the FAA and the laws of the Commonwealth of Virginia.

**u. LEASE CLAUSES**

The following clauses will be included in all lease and concession agreements authorizing commercial aeronautical activities at the Airport:

- i. In addition to the premises specifically designated for its exclusive use, this Agreement grants lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized, which right shall be exercised in accordance with the laws of the United States of America and the Commonwealth of Virginia, the rules and regulations promulgated by their authority with reference to aviation and air navigation, and all pertinent directives, rules and regulations of the Town of Leesburg.
- ii. Lessee shall keep and maintain at the Airport, or at such other place as may be approved in writing by the Airport Director, true and accurate books and records of its operations under the terms of any Agreement, in a form satisfactory to the Commission. Such books and records as well as certified financial statements, reports of any external audits prepared for lessee and its income tax return shall be made available to the Airport Director. Such books and records as well as certified financial statements, reports and any external audits prepared for lessee and its income tax return shall be made available to the Airport Director or to the Town's independent auditors, at the Airport, for inspection and copying at reasonable business hours during the term of any Agreement and for two (2) years thereafter.
- iii. Lessee shall furnish its services on a fair, reasonable, and non-

discriminatory basis to all its customers at the Airport and shall file a rate schedule for services provided, with the Airport Director.

- iv. Lessee shall maintain at its own expense all necessary permits and licenses required in the conduct of its business at the Airport.
- v. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for lessee.
- vi. Lessee shall observe and obey all laws, ordinances, rules and regulations of the United States and of the Commonwealth of Virginia, Loudoun County and the Town of Leesburg which may be applicable to its operations at the Airport, and shall make no unlawful or offensive use of the leased premises.
- vii. Lessee shall bear all costs of its operation at the Airport and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business including, but not limited to, insurance and taxes. Lessee shall be responsible for payment of such Town lease taxes as may be applicable.
- viii. Lessee shall provide the Airport Director a schedule of the hours of operation that lessee will be open to the public and the names and telephone numbers of company officials who shall be available at all hours of company's operations at the Airport to perform required management functions.
- ix. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Town in its Fire Prevention efforts and to provide for the participation of its employees when Fire Prevention and Emergency training is conducted by the Town of Leesburg.
- x. Lessee is and shall be deemed to be an independent contractor in the conduct of its business and activities hereunder, and shall be responsible for all persons for its acts of omission or commission and the Town shall in no way be responsible therefore. In the use of the Airport lessee shall indemnify and save harmless the Town of Leesburg, its agents and employees, from any all liability that may proximately result because of any negligence on the part of lessee's officers, agents, or employees.
- xi. Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin; and further, lessee shall include a similar clause in all subcontracts, except subcontractors for standard commercial supplies or raw materials.

- xii. Lessee shall notify the Airport Director if it intends to base, or regularly service, any aircraft or service vehicles (i.e. fueling tenders/trucks) whose weight exceeds the design strength of the pavement utilized by the vehicle's operations. Notice shall be given at least 60 days prior to the commencement of operations. The Airport Director may require the lessee to make improvements necessary to accommodate these larger wheel loadings.
- xiii. Lessee shall cooperate and respond to questionnaires and inquiries by the FAA, DOAV and Town.
- xiv. Minority Business Enterprise Clauses - The following provision will be included in all leases:
  - 1. The lessee assures that it will undertake an affirmative action program as required by 14 CFR 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.
  - 2. The lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.
  - 3. The lessee assures that it will require that its covered sub organizations provide assurances to them that they similarly will undertake affirmative action programs and those they will require assurances from their sub-organizations, as required by that subpart.

## **CHAPTER FOUR**

### **I. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES**

These Minimum Standards have been developed to establish requirements for specific services, which may be provided at Leesburg Executive Airport.

#### **a. GENERAL REQUIREMENTS**

- i. The minimum space requirements stipulated herein may be wholly or partially satisfied within suitable existing or planned structures at the Airport either through a lease of such space from the Town or a sublease of such space with the permission of the Town.
- ii. Preliminary plans and specifications for construction of any improvements required to satisfy these Minimum Standards shall be approved in writing by the Commission and the Town prior to formalization of a lease with the applicant.
- iii. All persons required herein to possess FAA and Commonwealth of Virginia licenses; certificates and ratings shall maintain the currency of such licenses, certificates and ratings.
- iv. With the exception of authorized repair facilities, lessees shall be authorized to conduct routine minor maintenance on their own aircraft only in buildings that meet applicable Minimum Standards detailed in this document. Authorized Owner or Routine Maintenance for the purpose of this paragraph is defined as maintenance that can be performed with ordinary hand tools and which can be performed by an owner not holding a FAA Airframe & Powerplant license in accordance with FAR Part 43. Owners that hold a FAA Airframe and Powerplant license may perform maintenance on their aircraft only if sufficient areas exist and are designated for such maintenance by the Airport Director.
- v. The requirement to provide paved ramp tie-down facilities may be waived by the Town if in its sole discretion they conclude that construction of such facilities for the common use of operators would better provide for the conduct of related operations.
- vi. If constructing the facility, handicapped parking shall be provided as required by local ordinance in addition to each individual activity minimum-parking requirement.

#### **b. CONTENT OF STANDARDS**

Although a financial commitment is a prime concern in establishing standards

for a potential commercial operator, other elements are equally important and are incorporated into the standards for commercial aeronautical activities. These include:

- i. Suitable space, improvements or facilities.
- ii. Adequate fixtures and equipment.
- iii. Adequate staff of employees with skills, licenses and certifications appropriate to the proposed activities.
- iv. Specified hours of operation.
- v. Compliance with safety, health and sanitary codes.
- vi. Evidence of financial stability and good credit.
- vii. Minimum levels of insurance and liability coverage.

**c. MINIMUM STANDARDS**

- xv. The following standards have been developed after consideration of the above elements with special attention to their applicability at Leesburg Executive Airport. The standards set forth are applicable to the specific commercial aeronautical activity or combination of activities addressed and must be met by any applicant desiring to conduct such activities at the Airport.
- xvi. The standards set forth herein are the minimum which the Town will require in agreements authorizing commercial aeronautical activities, and unless specifically limited, do not preclude the applicant from seeking greater operating authority.
- xvii. Nothing contained in these Minimum Standards is intended to preclude the Town from requiring additional or different terms or conditions for the conduct of a proposed commercial aeronautical activity which may be reasonable or expedient in the opinion of the Town.

**d. INSURANCE REQUIREMENTS FOR ALL ACTIVITIES**

All lessees shall procure and maintain as a minimum the insurance as described below.

- i. Comprehensive General Liability: including products and completed operations: \$1,000,000.00 combined single limit.
- ii. Hangar Keepers Legal Liability (if applicable): \$ 250,000.00 each



aircraft \$500,000.00 each occurrence

- iii. Aircraft Liability (if applicable): \$2,000,000.00 combined single limit including passengers
- iv. Automobile Liability (if applicable): \$2,000,000.00 each accident.
- v. Workers Compensation: as required by law
- vi. Employer's Liability (if applicable): \$100,000.00 limits of liability. The Town of Leesburg is to be included as an additional insured in A (Comprehensive General Liability) and B (Hangars Keepers Legal Liability) above with a 10 day notice of cancellation.

## **II. FBOS: FIXED BASE OPERATORS**

### **a. FULL-SERVICE OPERATORS**

An airport-based business that provides a variety of services to aircraft owners, pilots and passengers. Full-Service Operators must lease space at the airport.

#### **i. MINIMUM STANDARDS**

##### **A. GROUND SPACE AND IMPROVEMENTS:**

- a. Lessee shall lease from the Town an area of land on which shall exist or be erected a hangar-type building (5,000 S.F. minimum) to provide: 1) sufficient hangar space for airframe and power plant repair services (1,000 S.F. minimum), and if contemplated, to include a segregated painting area (500 S.F. minimum) meeting local and State industrial code requirements; 2) hangar(s) or additional space (5,000 S.F. minimum) within the above mentioned hangar sufficient to store 2 aircraft; and 3) adequate office and customer facilities with a minimum of 500 square feet with sufficient accommodations for passengers and crew of transient aircraft and visitors, to include heating and air conditioning, sanitary restrooms and public telephone.
- b. Lessee shall provide a paved aircraft apron (2,500 S.F.) within the leased area to accommodate movement of aircraft from its facility to the taxiway complex.
- c. Lessee shall provide or lease above-ground fuel storage tanks at the Airport which will maintain an adequate supply of fuel of the grades required by the aviation users at the Airport on-hand at all times. Above-ground fuel storage tanks of at least 12,000-gallon storage capacity shall be located in approved areas and fuel delivered into aircraft by truck (fueler) by trained personnel employed by the FBO providing the service. Individual aircraft operators shall not use FBO equipment to fuel aircraft. Any FBO providing fuel service shall provide service to individual aircraft with trained personnel employed by the FBO.
- d. If constructing the facility, the lessee shall provide:
  - i. Adequate paved customer auto parking space

(10 spaces minimum) and a paved walkway to accommodate pedestrian access to its facility

- ii. Employee spaces shall also be provided (one space per employee shift).
  - e. Equipment, operation and maintenance of the fueling facilities shall be in accordance with National Fire Protection Association recommendations as published in NFPA 10, 30, 70, 77, 385, 409, 415, & 418.
  - f. Equipment, operation and maintenance of the fueling facilities shall be in accordance with applicable Regulations for the Control and Abatement of Air Pollution, the State Water Control Board, and the Environmental Protection Agency Resource Conservation and Recovery Act. Lessee shall be responsible for compliance with all applicable regulations including all reporting requirements.
- ii. SCOPE OF SERVICE:
- A. Lessee shall provide aviation fuel and oil dispensing service during the required operating hours, if leasee provides fuel dispensing services. Such services will be available to customers upon arrival or request in a reasonable amount of time.
  - B. Lessee shall provide minor repair and cabin services to all types of aircraft using its facilities as can be performed efficiently on the ramp or tie-down areas, as permitted by these Minimum Standards. Such services will be available on a continuous basis.
  - C. Lessee shall provide airframe and power plant service during the required operating hours. Coverage may be reduced during evenings and weekends upon the approval of the Airport Director, provided a reasonable on-call capability is confirmed.
  - D. Lessee shall provide an employee to be in attendance in the facility office at all times during the required operating hours.
  - E. Lessee shall provide, or lease with approval of the Town, and will maintain mobile pumping equipment for each grade of fuel dispensed with separate dispensing pumps and meters to efficiently service all aircraft normally using its facilities. Stationary fueling facilities located in approved fueling areas may be used in lieu of or in addition to providing mobile

equipment; however, the lessee shall provide trained personnel to deliver fuel into aircraft. Individual aircraft operators shall not use FBO equipment to fuel their own aircraft.

- F. Lessee shall provide suitable tractors, tow bars, jacks, dollies and other equipment as might be necessary to remove the largest type aircraft that normally would be expected to utilize its service at the Airport, tools, tire repairing equipment, energizers and starters, heaters, oxygen supplies, fire extinguishers and passenger loading steps as appropriate and necessary.
- G. Lessee shall establish and publish its hours of operation. Services shall be available, at a minimum, between the hours of 0800 and 1900 local time, five days a week and seven days a week for fuel. Lessee shall also provide assistance in moving aircraft into and out of its hangar (s) and provide fueling services between the hours of 1900 and 0800 if requested in advance by an aircraft operator.

**b. COMMERCIAL AERONAUTICAL OPERATORS**

An individual or company engaged in commercial activity at the airport which provides a service to the flying community, engages in commercial aeronautical activities and utilizes the airport runway and surrounding facilities on a regular basis. The following list, while not exhaustive, is examples of Commercial Aeronautical Operators and corresponding Minimum Standards.

**i. AIRFRAME AND POWER PLANT REPAIR**

**A. GENERAL:**

An airframe and power plant repair facility operator is an entity providing one or a combination of airframe and power plant repair services. This category of commercial aeronautical service may also include the sale of aircraft parts and accessories.

**B. MINIMUM STANDARDS:**

*a. GROUND SPACE AND IMPROVEMENTS:*

- i. Lessee shall lease from the Town an area of land on which shall exist or be erected a hangar-type building (5,000 S.F. minimum) to provide:
  - 1) sufficient hangar space for airframe and power plant repair services (1,000 S.F.

minimum), and if contemplated, to include a segregated painting area (500 S.F. minimum) meeting local and State industrial code requirements; and 2) adequate floor space (500 S.F. minimum) for office, customer lounge and restrooms which shall be properly heated, air conditioned and lighted and provided with telephone facilities for customer use.

- ii. Lessee shall provide a paved aircraft apron (2,500 S.F. minimum) within the leased area to accommodate aircraft movement from its facility to the other areas of the Airport.
- iii. If constructing the facility, the lessee shall provide:
  - 1. Adequate paved customer auto parking space (10 spaces minimum) and a paved walkway to accommodate pedestrian access to its facility
  - 2. Employee spaces shall also be provided (one space per employee shift).

C. SCOPE OF SERVICE:

- a. Lessee shall provide sufficient uniformed, efficient and trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category. These persons will be currently certified by FAA with current ratings appropriate to the work being performed.
- b. Lessee shall provide suitable tractors, tow bars, jacks, dollies and other equipment as might be necessary to remove the largest type aircraft that normally would be expected to utilize its service at the Airport.
- c. Lessee shall establish and publish its hours of operation. Services shall be available, at a minimum, between the hours of 0800 and 1630 local time, five days a week.

**c. AVIONICS, OR INSTRUMENT OR PROPELLER REPAIR**

**i. GENERAL:**

An avionics, instrument or propeller repair facility operator is an entity engaged in the business of and providing a facility for the repair of aircraft radios or instruments, or propellers for aircraft. This category includes the sale of aircraft parts and accessories of the type repaired.

**A. MINIMUM STANDARDS:**

**a. GROUND SPACE AND IMPROVEMENTS:**

- i. Lessee shall lease from the Town an area of land on which shall exist or be erected a hangar-type building (2,500 S.F. minimum) to provide: 1) sufficient floor space (1,000 S.F. minimum) for avionics, instrument and propeller repair services and 2) adequate floor space (500 S.F. minimum) for office, shop, customer lounge and public telephone all of which shall be properly heated, air conditioned and lighted and provided with telephone facilities for customer use.
- ii. Lessee shall provide a paved aircraft apron (2,500 S.F. minimum) within the leased area to accommodate movement of aircraft from its facility to the other areas of the airport.
- iii. If constructing the facility, the lessee shall provide:
  1. Adequate paved customer auto parking space (10 spaces minimum) and a paved walkway to accommodate pedestrian access to its facility.
  2. Employee spaces shall also be provided (one space per employee shift).

**B. SCOPE OF SERVICE:**

- a. Lessee shall have its premise open and services available during operating hours negotiated between the Lessee and the Airport Director so as to meet public demand for this category of service.
- b. Lessee shall provide sufficient uniformed, efficient and

trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category. These persons will be currently certificated by FAA with current ratings appropriate to the work being performed.

- c. Lessee shall have an employee in the office at all times during the established operating hours.

**d. AIRCRAFT CHARTER, AIR CARRIERS, AND AIR TAXI**

i. GENERAL:

An aircraft charter, air carrier, air taxi operator is an entity engaged in the business of providing air transportation for persons or property to the general public for hire, either on a commercial charter basis or as an air taxi operator. This category includes helicopter services.

A. MINIMUM STANDARDS:

a. *GROUND SPACE AND IMPROVEMENTS:*

- i. Lessee shall provide or lease from the Town an office area of at least 250 square feet suitably provided with heating, lighting, and air conditioning, and with accommodations for an office and public telephone. No separate freestanding building housing the required office space may be erected with less than 2,500 square feet without written approval of the Town.

- ii. Lessee shall provide or lease a paved tie-down area or hangar space (2,500 S.F. minimum) sufficient to store all aircraft utilized in its operation, with paved access to taxiways. If constructing the facility, the lessee shall provide:

1. *Adequate paved customer auto parking space (10 spaces minimum) and a paved walkway to accommodate pedestrian access to its facility.*

2. *Employee spaces shall also be provided (one space per employee shift).*

B. SCOPE OF SERVICE:

- a. Lessee shall have available for charter and air taxi, either owned or leased to lessee, at least one (1) four-place

- b. Lessee shall have in its employ a sufficient number of commercial or airline transport rated pilots, who are currently qualified to operate the lessee's aircraft under instrument flight conditions and are qualified under Part 135 of the Federal Regulations. Lessee may employ part-time pilots, provided they are qualified as outlined above.
- c. Lessee must present to the Airport Director prior to a lease being granted a FAA approved Part 135 Operations Manual and Training Manual. In addition the lessee must show the Commission that its Director of Operations and Director of Maintenance both meet the requirements of FAR Part 135.
- ii. Lessee shall have its premises open and services available during operating hours negotiated between the Lessee and the Airport Director so as to meet public demand for this category of service.
- iii. Lessee shall have an employee in the facility office at all times during the established operating hours.

**e. AIRCRAFT SALES**

i. GENERAL:

An aircraft sales facility operator is an entity engaged in the sale of new or used aircraft through franchise or licensed dealership or distributor (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

A. MINIMUM STANDARDS:

*a. GROUND SPACE IMPROVEMENTS*

- i. Lessee shall provide or lease from the Town an office area of at least 250 square feet suitably provided with heating and air conditioning and with accommodations for an office and public telephone. No separate freestanding building housing the required office space shall be erected with less than 2,500 square feet without written approval of the Town.



- ii. If runway access is desired, Lessee shall provide or lease a paved tie-down area or hangar space (2,500 S.F. minimum) sufficient to store all aircraft used for sales, inventory or demonstration with paved access to taxiways.
- iii. If constructing the facility, the lessee shall provide:
  - 1. Adequate paved customer auto parking space (10 spaces minimum) and a paved walkway to accommodate pedestrian access to its facility.
  - 2. Employee spaces shall also be required (one space per employee shift).

**B. SCOPE OF SERVICE:**

- a. Lessee shall employ, or have available on call, a sufficient number of pilots with instrument and instructor ratings, who shall also be current in all models to be demonstrated.
- b. Lessee shall have its premises open and services available during operating hours negotiated between the Lessee and the Airport Director so as to meet public demand for this category of service.
- c. Lessee shall have an employee in the facility office at all times during the established operating hours.

**f. AIRCRAFT RENTAL**

**i. GENERAL:**

An aircraft rental facility operator is an entity engaged in the rental of aircraft to the public.

**A. MINIMUM STANDARDS:**

*a. GROUND SPACE AND IMPROVEMENTS:*

- i. Lessee shall provide or lease from the Town an office area of at least 250 square feet, suitably provided with heating and air conditioning and with accommodations for an office and public telephone. No separate freestanding building

- ii. Lessee shall provide or lease a paved tie-down area or hangar space (2,500 S.F. minimum) sufficient to store all aircraft utilized in its operation with paved access to taxiways
- iii. If constructing the facility, the lessee shall provide:
- iv. Adequate paved customer auto parking space (10 spaces minimum) and a paved walkway to accommodate pedestrian access to its facility.
- v. Employee spaces shall also be required (one space per employee shift).

**B. SCOPE OF SERVICE:**

- a. Lessee shall have available for rental either owned or leased to lessee, at least four (4) four-place or larger single-engine aircraft, all certificated and currently airworthy.
- b. Lessee shall have in its employ and on-duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner, but never less than one (1) person having a current commercial pilot certificate with appropriate ratings, including a current flight instructor rating, who shall be current in all models offered for rental.
- c. Lessee shall have its premises open and services available during operating hours negotiated between the Lessee and the Airport Director so as to meet public demand for this category of service.
- d. Lessee shall have an employee who is a trained dispatcher capable of determining that each customer is qualified in the aircraft to be rented and is qualified for the existing on forecast weather conditions in the facility office at all times during the established operating hours.

**g. FLIGHT TRAINING**

**i. GENERAL:**

A flight training facility operator is an entity engaged in flight training, in fixed or rotary wing aircraft or flight simulators, and provides such related ground school instruction as is necessarily preparatory to taking a written examination and flight check for the category or categories or pilot's licenses and ratings involved. Biannual flight reviews and recurrent training is also included in this category.

**A. MINIMUM STANDARDS:**

**a. GROUND SPACE AND IMPROVEMENTS:**

- i. Lessee shall provide or lease from the Town an office area of at least 500 square feet suitably provided with heating, lighting and air conditioning with accommodations for customers and visitors to include office, and public telephone. In addition, adequate floor space (500 S.F. minimum) shall be provided for classrooms, pilot briefing room and lounge. No separate freestanding building housing the required office space shall be erected with less than 2,500 square feet without written approval of the Town.
- ii. Lessee shall provide or lease a paved tie-down area or hangar space (2,500 S.F. minimum) sufficient to store all aircraft utilized in its operation with paved access to taxiways.

**b. If constructing the facility, the lessee shall provide:**

- i. Adequate paved customer auto parking space (10 spaces minimum) and a paved walkway to accommodate pedestrian access to its facility.*
- ii. Employee spaces shall also required (one space per employees shift).*

**B. SCOPE OF SERVICE:**

- a. Lessee shall have available for use in flight training, either owned or leased to lessee, certificated and currently airworthy aircraft, to include at least four single-engine aircraft or one full motion (3 axis) simulator.

- b. Lessee shall have in its employ sufficient flight and ground instructors who have been properly certificated by FAA to provide the type of training offered.
- c. Lessee shall have its premises open and services available during operating hours negotiated between the Lessee and the Airport Director so as to meet public demand for this category of service.
- d. Lessee shall have an employee in the facility office at all times during the established operating hours.

**h. SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES**

**i. GENERAL**

A specialized commercial aeronautical activity is an entity engaged in providing air transportation and related services for hire for the activities listed below:

- A. Sightseeing flights.
- B. Aerial photography or survey.
- C. Fire fighting.
- D. Power line, underground cable or pipe line patrol.
- E. Aerial application of agricultural chemicals.
- F. Air Freight Transport.
- G. Specialized Aircraft Cleaning/Washing.
- H. Other operations specifically excluded from Part 135 of Federal Aviation Regulations.

**ii. MINIMUM STANDARDS:**

**A. GROUND SPACE AND IMPROVEMENTS:**

- a. Lessee shall lease from the Town an office area of at least 250 square feet suitably provided with heating, lighting and air conditioning, and with accommodations for customers and visitors to include office, and public telephone. No separate free standing building for housing the required office space shall be erected with less than 2,500 square feet without written approval of the Town.

- b. Lessees providing services involving crop dusting, aerial application, or other commercial use of chemicals, shall provide a centrally drained, paved area of sufficient area (2,500 S.F. minimum) for aircraft loading, washing and servicing. Lessee shall provide for the safe storage, containment and disposal of noxious chemical materials. Such storage facilities shall be in a location on the Airport designated by the Airport Director, which will provide the greatest safeguard to the public. Lessee shall also be responsible for the safe, off-Airport disposal of used containers in compliance with State and Federal regulations.
- c. Lessee shall provide or lease a paved tie-down area or hangar space (1,000 S.F. minimum) sufficient to store all aircraft utilized in its operations with paved access to taxiways.
- d. If constructing the facility, the lessee shall provide:
  - i. Adequate paved customer auto parking space (five spaces minimum) and a paved walkway to accommodate pedestrian access to its facility.
  - ii. Employee spaces shall also be provided (one space per employee shift).

iii. SCOPE OF SERVICE:

- A. Lessee shall provide and have based on its leasehold, either owned or leased to lessee, at least one aircraft which will be airworthy, meeting all FAA requirements and applicable regulations of the Commonwealth of Virginia with respect to the type of activity to be performed (if aircraft are used in the conduct of that business).
- B. Lessee shall have in its employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards, herein set forth, in an efficient manner.
- C. Lessee shall provide a point of contact either in person at the Airport or by telephone during established operating hours for the public desiring to utilize the lessee's services. Operating hours to be established agreed upon by the tenant and the Airport Director.

- D. Lessees providing services involving crop dusting, aerial application, or other commercial use of chemicals shall hold certificates for the commercial application of chemicals issued by appropriate State and Federal agencies and provide to the Airport Director a plan for disposal of all chemical and hazardous waste and wash water used in washing such aircraft.

**i. HANGAR RENTAL**

**i. GENERAL:**

An in this classification provides hangars for the storage of aircraft only.

**A. MINIMUM STANDARDS:**

**a. GROUND SPACE AND IMPROVEMENTS:**

- b. Lessee shall lease from the Town an area of land on which shall exist or be erected hangar type buildings suitable for the storage of a minimum of ten (10) aircraft. Hangars may include T-hangars, executive type hangars for the storage of one aircraft, or capable of storing more than one aircraft.
- c. Lessee shall provide a paved aircraft apron within the leased area to accommodate movement of aircraft from its facility to the taxiway complex.
- d. Lessee shall provide adequate paved customer auto parking space (one space per aircraft stored) and a paved walkway to accommodate pedestrian access to its facility. Employee spaces shall be required (one space per employee shift).

**B. SCOPE OF SERVICE:**

- a. Lessee shall have in its employ, and on duty at the Airport during appropriate business hours, a resident manager for the hangar complex and sufficient uniformed, efficient and trained personnel as are required to assist owners in moving their aircraft into and out of its hangars unless hangars are subleased.
- b. Lessee shall provide suitable tractors, tow bars and other equipment as might be necessary to move the aircraft stored in its hangars unless hangars are subleased.

- c. Lessee shall provide assistance in moving aircraft into and out of its hangars, at a minimum, between the hours of 0800 and 1900 local time, seven days a week. Lessee shall also provide assistance between the hours 1900 and 0800 if requested in advance by an aircraft owner unless hangars are subleased.
- d. Lessee shall provide a point of contact either in person at the office located on the Airport or by telephone during established operating hours unless no office is established.

**j. COMMERCIAL OPERATORS**

Commercial Operators (as defined in Chapter 1, Definitions) offer services that do not require access to a runway and other airport facilities dedicated to aviation. These activities are subject to all general Minimum Standards contained herein. Minimum requirements for these activities shall be considered on a case-by-case basis using the intent of these Minimum Standards. All other applicable local, state and federal regulations pertaining to these types of services shall govern in case of conflict with any of these Minimum Standards. The Town shall determine final lease conditions. In all cases, commercial non-aeronautical activities must, in some fashion, support the aviation community. Commercial Operators who do not lease space at the Airport shall not operate at the Airport without a Temporary Commercial Operator Permit.

**k. CONCESSIONAIRES**

Other non-aeronautical related activities including services such as snack/sandwich deli's, restaurants, catering services, etc. are subject to all general Minimum Standards contained herein. Minimum requirements for activities not specifically identified shall be considered on a case-by-case basis using the intent of these Minimum Standards. All other applicable local, state and federal regulations pertaining to these types of services shall govern in case of conflict with any of these Minimum Standards. The Town shall enter into a Concessionaire Agreement with the Concessionaire and determine any associated fees along with lease conditions. Concessionaires shall not operate at the Airport without a Concessionaire Agreement.

**l. FLYING CLUBS**

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques Flying Clubs are permitted to operate under the Rules, Regulations, and these Minimum Standards.

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of the Rules, Regulations, and

these Minimum Standards. However, they shall be exempt from regular fixed base operator requirements upon satisfactory fulfillment of the conditions contained herein.

- i. The club shall be a non-profit entity (Corporation, Association, or Partnership) organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment only. The ownership of the aircraft must be vested in the name of the flying club or shall be owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft.
- ii. Flying clubs may not offer or conduct air charter, rental, or maintenance (other than individual routine maintenance in designated areas). They shall not conduct aircraft flight instruction and only members of the flying club shall operate the aircraft. No flying club shall permit its aircraft to be utilized for flight instruction except when instruction is given by an employee of a lessee based on the airport that holds an FBO license for flight training.
- iii. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- iv. The flying club, with its permit request, shall furnish the Airport Director a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance as required in Chapter IV; number and type of aircraft; evidence that aircraft are property certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by Airport Director or his authorized agent.
- v. The flying club shall abide by and comply with all Federal, State, and Local laws, ordinances and regulations.
- vi. Any flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations in accordance with the provisions of the Rules, Regulations, and these Minimum Standards.



## **CHAPTER FIVE**

### **I. MINIMUM STANDARDS FOR FACILITIES AND IMPROVEMENTS**

#### **a. REVIEW PROCEDURES:**

- i. No buildings, structures, tie downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the Town. In the event of any construction the Town may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with its approval. The Airport Commission shall consider conformance to the Airport Master Plan prior to the approval or denial of any construction or development at the Airport.
- ii. A site plan will be required to be submitted to the Town and Commission for any proposed new facilities. All plans and construction drawings for buildings, paved areas, and other facilities shall meet at least the Minimum Standards set forth herein and shall be reviewed by the Airport Commission and approved by the Town. Recommendation by the Airport Commission shall precede submission to other regulatory agencies. Final plans and specifications for any construction required or proposed by an operator shall be submitted to the Airport Commission for review and recommendation within 60 days from the issuance of the operator's license, and construction shall commence within 60 days from the Town's approval of the plans and specifications. In the event that a phased construction program is provided in the lease agreement, the agreement should specify completion dates for each phase. Submittals of final plans and specifications to the Airport Commission for recommendation and Town for approval shall follow the lease agreement schedule. The deadlines provided in this paragraph may be recommended by the Airport Commission and extended by the Town for a good cause upon request by the operator.
- iii. All facilities shall be in conformance with the adopted Airport Master Plan. In addition to specific design standards for Leesburg Executive Airport, all facilities are subject to the applicable standards and regulations of the FAA, Commonwealth of Virginia, Loudoun County, and the Town of Leesburg.

#### **b. PAVED AREAS**

##### **i. AIRCRAFT PARKING AND MANEUVERING AREAS**

1. Pavement sections are to be designed to accommodate aircraft

with wheel loadings of 30,000 lbs. single gear; or 70,000 lbs. dual gear as specified on the Layout Plan. FAA accepted design criteria should be used. In addition to aircraft wheel loadings, pavements are to be designed to accommodate fuel trucks servicing the aircraft. Computations supporting the pavement design shall be submitted to the Town, DOAV and FAA for their review and approval.

2. All aircraft pavements shall be constructed in accordance with Advisory Circular 150/5300-13 *Airport Design* using FAA approved materials. Locally obtained materials may be used where suitable and so authorized by the Town, DOAV and the FAA.
3. Grades shall not exceed 1.5% or applicable FAA standard whichever is governing. Grades in aircraft fueling areas shall be no greater 1%.
4. All drainage structures shall be located within infield areas. In-pavement drainage structures are discouraged and must be approved for use by the Town when proposed.
5. All aircraft parking areas shall contain approved tie-down installations. Method of tie-down shall be approved by the Town. Parking positions and taxi lanes shall be clearly marked.
6. Aircraft parking areas shall be configured to allow ease of ingress and egress. The minimum gross area required for based aircraft push-in/power-out parking is 3,500 square feet for single-engine aircraft and 4,500 square feet for twin-engine aircraft. Transient aircraft parking areas require power-in/power-out spaces with minimum gross areas of 5,650 square feet for twin-engine aircraft. Ramp space for transient jet aircraft will vary with the size of the design aircraft.

## ii. AUTOMOBILE PARKING LOTS AND SERVICE DRIVES

1. All automobile parking lots and service drives shall be asphalt.
2. Pavement design shall consider the types of vehicles using the lots/drives, the amount of traffic and subsoil conditions. Computation using approved FAA or local requirements for pavement design shall be submitted to the Town for approval. As a minimum, vehicle pavement shall consist of a 2" bituminous concrete surface over an 8" crushed stone base. The maximum grade in any direction is 5%, the minimum is 1%.
3. Parking lots shall be configured to allow ease of ingress and

egress and parking spaces shall be clearly marked. Loading zones, handicapped spaces, and fire lanes shall be marked appropriately. Minimum parking space area per automobile shall be based on Town standards.

**c. GRADING, DRAINAGE AND LANDSCAPING**

**i. INFIELD AREAS**

1. Unpaved areas within and adjacent to the runway/taxiway system and other aircraft operating areas shall have grades adhering to FAA recommendations for Basic Transport Airports.
2. All site plans shall comply with applicable state and local storm water management requirements. As a minimum, infield areas shall be designed to have a ponding (storage) capacity sufficient to accumulate the runoff from a 10-year design storm.
3. Grates and inlet structures shall be manufacturer certified to support aircraft of the same weight as the adjacent pavement.
4. All drainage pipes shall be Reinforced Concrete Pipe (RCCP) Class III or IV (CL. IV shall be used under all paved areas) as specified in Virginia Department of Transportation Specification 232.02 regarding pipe wall thickness and pipe burial depth.
5. All drainage facilities shall be sized in accordance with FAA and local requirements and procedures considering existing, proposed and future site conditions. Computations supporting the drainage designs shall be submitted to the Town for their review and approval.

**ii. GRADING**

1. Grading operations will meet all applicable erosion and sediment control regulations as required by the Town of Leesburg and Loudoun County and other governing agency requirements.

**d. LANDSCAPING**

- i. All graded areas will be fertilized, seeded and mulched with an approved mixture of grasses. Seeds will be applied at rate to achieve a minimum coverage of one (1) sprig per square centimeter.
- ii. Non-aircraft areas shall be landscaped with grass, trees and shrubs. Landscaping may be used for screening of facilities, providing shade in parking areas and to produce a visually interesting complement to buildings. Plant materials should be chosen for ease of maintenance,

disease resistance and suitability for local climatic conditions. All plantings must be approved by the Airport Director for adherence to FAR Part 77 height restrictions.

iii. A landscape plan shall be part of every facility proposal.

**e. AIRCRAFT WASH RACKS**

Aircraft wash racks shall be equipped with oil/water separators and oil catch tanks to prevent oil from being discharged into the storm water or sanitary sewer system.

**f. SECURITY AND LIGHTING**

- i. Fencing shall be provided between aircraft and non-aircraft areas to limit pedestrian and vehicular interference with aircraft movements, and to provide security for parked aircraft.
- ii. Area lighting shall be provided for safety and operational needs at the following minimum intensity levels:

Area Foot Candles<sup>1</sup>

Access Roads 1.0

Auto Parking Lots 2.0

Exterior of Terminal Building, offices and other required public spaces 4.0

Hangar areas Storage 1.0

Maintenance 2.0

Apron Areas 0.5

Fuel Farm 2.0

- iii. All lighting fixtures shall be shielded from glare for aircraft on the runway/taxiway system, helipads, or in the air.
- iv. All electrical and telephone cable shall be underground. Conduits under paved areas or planned pavement shall be concrete encased.
- v. Lighting designs shall avoid violations to the FAR Part 77 height restrictions. Any obstructions to FAR Part 77 surfaces shall be properly marked and lighted.

**g. FUEL STORAGE AND DISTRIBUTION**

- i. All fuel shall be stored in above-ground or above-ground tanks located in designated approved areas within leased areas on the Airport. Distribution of fuel into aircraft shall be via mobile pumping equipment (fuelers) by trained persons employed by the FBO providing the service. Individual aircraft operators shall not use FBO fueling equipment to fuel

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<sup>1</sup> Measured at most remote point of areas involved (+ 200 feet) 36 inches above ground.

their own aircraft.

- ii. Tanks shall be corrosion resistant materials designed for the storage of aviation fuels and meet criteria established by National Fire Protection Association (NFPA) Standard No. 30, Flammable and Combustible Liquids Code.
- iii. Fueling equipment and procedures shall meet criteria set forth in NFPA Standard No. 407, Aircraft Fuel Servicing and applicable Commonwealth of Virginia Air Pollution Control Board regulations.
- iv. Other National Fire Protection Association recommendations as promoted through NFPA publications 10, 70, 77, 385, 409, 415 & 418 shall be enforced.
- v. Equipment, operation and maintained of the fueling facilities shall be in accordance with the Environmental Protection Agency Resource Conservation and Recovery Act. Leases shall be responsible for full compliance with these regulations including all notification and reporting requirements to the state utilities control Board.

#### **h. HANGARS, BUILDINGS AND OTHER STRUCTURES**

##### **i. CODES**

1. All hangars, buildings and other structures shall conform to building and safety codes applicable for the intended use. These include (but are not necessarily limited to):
2. Building Officials and Code Administrators (BOCA) Building Code
3. Commonwealth of Virginia (Uniform Statewide Building Code)
4. Town of Leesburg
5. Loudoun County
6. Federal Aviation Administration (FAA)
7. Occupational Safety and Health Administration (OSHA)
8. Access for the handicapped American National Standards Institute (ANSI) A117.1-1980 and Federal Guidelines for Accessible Design 36 CFR Part 1190)

No office/mobile trailers shall satisfy these requirements except as approved by Town for temporary facilities during construction of permanent facilities.

## ii. LOCATION AND HEIGHT

1. The locations of lessee buildings shall be guided by the adopted Airport Master Plan and standards established in FAA Advisory Circular 150/5300-48 and 150/5300-12 for utility and Basic Transport Airports - Group II. No structures may be of such a height as to penetrate the runway or approach imaginary surfaces specified by FAR Part 77.
2. Windows and large areas of glass shall be oriented to avoid reflections, which could distract pilots landing or taking off.

## iii. UTILITIES

1. Buildings, or portions of buildings, (such as lean-to structures adjacent to hangars) used for offices, customer lounges, waiting rooms or other public spaces shall be provided with heating, air conditioning, lighting, sanitary restrooms, public telephone and sprinkler system. Such buildings shall be separated by a firewall meeting all applicable codes when adjacent to any hangar, building or area in which aircraft are stored.
2. Buildings, or portions of buildings, used for maintenance shops or aircraft repair, shall be provided with heating, lighting, sanitary restrooms, telephone service and sprinkler system (if required by applicable law).
3. Hangars 2,000 square feet or greater, not including T-hangars, used for aircraft maintenance or aircraft storage, shall be provided with electrical service, lighting, heating and sprinkler system (if required by Code).
4. Hangars less than 2,000 square feet and T-hangars used for aircraft storage shall be provided with electrical service, lighting, smoke detectors and fire extinguishers.
5. All buildings requiring water service shall connect to the public water system if available at time of construction. If public water is not available, private wells approved by Town of Leesburg shall be utilized. When public water service is made available, a connection shall be made within one year after date of availability.
6. All buildings requiring sanitary waste disposal shall connect to the public sewer system if available at time of construction. If public sanitary sewer is not available, individual septic systems,

approved by the Town of Leesburg, shall be utilized. When public sanitary sewer is made available, a connection shall be made within one year after date of availability.

7. All new electrical and telephone service shall be underground.

iv. ACCESS

1. Pedestrian and vehicular access to buildings normally open to the public shall avoid crossing aircraft operating areas.
2. Vehicular access to aircraft storage hangars shall minimize crossing of aircraft operating areas. Automobile parking shall be provided for aircraft storage hangars in locations, which do not interfere with aircraft operations.
3. For hangars larger than 2,000 square feet a personnel door shall be provided.
4. Hangar doors may be of either sliding or bi-fold type. However, sliding doors may not be used in hangar configurations where the open door of one hangar interferes with access to an adjacent hangar.

v. MATERIALS AND FINISHES

1. The objective of the Commission is to insure that all new construction is of high quality and utilizes materials and finishes which will maintain their appearance with low maintenance. To this end, the following guidelines have been developed.
2. Hangars and other buildings may be constructed with steel, aluminum or masonry exteriors. All exterior metal surfaces shall have a durable finish applied at the point of manufacture.
3. Exterior colors and textures should harmonize with other buildings and structures. The Airport Director reserves the right to disapprove exterior materials or finishes, which it feels would detract from the overall visual impression of the Airport.
4. The Airport Director shall also approve interior materials, finishes, fixtures and graphics, which are part of waiting rooms, lounges or other public spaces.
5. Signs shall adhere to appropriate regulations of the Town of Leesburg and be approved by the Airport Director. No signs, logos or other graphics may be painted on the roofs of buildings, nor may any illuminated signs be placed in locations where they

could distract pilots or interfere with airfield lighting.

vi. AIRCRAFT MAINTENANCE IN STORAGE HANGARS

1. PERFORMANCE OF AIRCRAFT MAINTENANCE

Aircraft owners/lessees and their employees may make repairs and perform maintenance on their own aircraft, not in violation of Federal Aviation Administration Regulations, in Aircraft Storage Hangars, subject to the Leesburg Executive Airport Minimum Standards, the limitations contained in this document and any restrictions on such activities as may be promulgated by Franchise Holder lease agreements.

2. ASSEMBLY OF AMATEUR-BUILT EXPERIMENTAL AIRCRAFT

Lessees of hangars operated by Franchise Holders may accomplish assembly of an amateur-built experimental aircraft project in his/her leased storage hangar. The aircraft builder must maintain compliance with the Franchise Agreement, Hangar Lease Agreement, the By-Laws of the hangar association if applicable, the Leesburg Executive Airport Minimum Standards and with the limitations contained in this document.

3. SPECIALIZED REPAIRS/MAINTENANCE

An aircraft owner/lessee requiring specialized repairs/maintenance may employ a certified specialist for such repair/maintenance activity to his/her own aircraft in an Aircraft Storage Hangar provided the certified specialist is registered with the Airport prior to performing repairs or maintenance as defined herein, and provided that the certified specialist complies with the Leesburg Executive Airport Minimum Standards and with the limitations on maintenance activities specified in this document.

4. LIMITATIONS ON MAINTENANCE ACTIVITIES IN AIRCRAFT STORAGE HANGARS

- a. Except for oil in containers, no flammable liquid or gases, including but not limited to gasoline, dope, paint, thinner, or solvent (other than fuel in aircraft fuel tanks), shall be stored in any facility housing aircraft, except as is necessary for use inside repair shops by approved Fixed Base Operators or Certified Repair Stations. Storage of such fluids shall be in NFPA, DOT or UL approved containers or unopened original containers. A separate



building for such storage may be required for insurance purposes.

- b. Washing of aircraft with running water within the hangar is prohibited.
- c. No alterations will be made to a storage hangar structure.
- d. Tenants of all Aircraft Storage Hangars will exercise reasonable care to keep oil, grease, etc. off the floor.
- e. Smoking in Aircraft Storage Hangars or surrounding area is strictly prohibited.
- f. Tenants shall conduct no commercial activity of any kind whatsoever in, from or around Aircraft Storage Hangars.
- g. Space or building heating systems or devices in any Aircraft Storage Hangar shall only be approved systems or devices as listed by the Underwriters Laboratories, Inc., and shall be installed in the manner prescribed by the Underwriters Laboratories, Inc., and approved by the County of Loudoun Fire Marshal. Use of kerosene heaters or any type of open flame heaters or apparatus is prohibited in Aircraft Storage Hangars.
- h. The proper and legal disposal of used oils, fluids, tires etc. is the sole responsibility of the hangar tenant.
- i. Hangar tenants shall not cause an electrical overload.
- j. Aircraft Storage Hangars shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises.
- k. No person shall operate any machinery or equipment producing unshielded sparks in any Aircraft Storage Hangar.
- l. No aircraft or aircraft component shall be suspended or lifted utilizing the Aircraft Storage Hangar's structure or any component of the building. Lifting devices resting on the floor but not attached to any portion of the hangar are permitted.
- m. Tools, equipment, and material that constitute a fire hazard are prohibited in Aircraft Storage Hangars.

- n. No tools, machines, or maintenance fixtures may be attached to any Aircraft Storage Hangar structure or floor that would have a negative effect on the structural integrity of the hangar.
- o. Aircraft Storage Hangar occupants who desire to perform aircraft assembly or maintenance in accordance with the provisions of these Rules and Regulations shall maintain an approved, minimum ten (10) pound, dry chemical fire extinguisher suitable for use on Types “B” and “C” fires with current inspection certificate from an approved fire equipment company or the Fire Marshal.

**vii. CHEMICALS AND HAZARDOUS MATERIALS**

1. Operators utilizing chemicals or other hazardous materials shall store these materials in tank containers and buildings meeting State and/or Federal standards. The location of on-airport storage areas will be determined by the Airport Director. Storage facilities shall be designed to protect the public and the natural environment from these materials. Any accidental spills or leaking of materials shall be reported immediately to the Airport Director and designated local, state or federal authorities.
2. No chemicals, fuels, lubricants or hazardous materials may be discharged into the storm water or sanitary sewer systems. All chemicals and used containers shall be disposed of by the lessee off-airport and in compliance with applicable local, state, and federal regulations.
3. Use of chemicals or hazardous materials is restricted to those areas protected by oil/water separators.

**APPLICATION FOR COMMERCIAL AERONAUTICAL BUSINESS LICENSE  
LEESBURG EXECUTIVE AIRPORT  
LEESBURG, VIRGINIA**

**GENERAL:**

Before completing this application, the applicant should become familiar with the latest edition of the Leesburg Executive Airport Minimum Standards & Rules and Regulations. A copy of this document can be obtained from the Director of the Leesburg Airport.

**PURPOSE:**

- Initial Application: Complete all parts of this application. If any portion is not applicable to your application, please explain why it is not.
  
- Renewal Application: Complete only those portions of this application that have changed since your initial application. Use the code "N/C" (no change) for portions of this application, which have not changed. If any portion is not applicable to your application, briefly explain why it is not.

**TYPE OF BUSINESS:**

Application is made for a license to operate a business at Leesburg Executive Airport. (Refer to the Airport Minimum Standards and Rules and Regulations.)

- Fixed Base Operator (FBO)
  
- Specialized Commercial Aeronautical Services
  
- Other type of Commercial Activity

**BUSINESS REQUIREMENTS:**

Please complete the following as thoroughly as possible. Continue on the backside of this application form or on separate sheets, if required.

- A. Nature of Business: Specify all products and services to be offered within the first sixty (60) days of operation.

- B. Building/Facility Requirements: State the type and size of building/facilities needed to conduct the business. Indicate any special consideration for equipment, drainage, lighting, etc.

**Attach site plans and drawings.**

NOTE: If applicant plans to construct facilities, an Application for Land Lease and/or Construction must also be completed and submitted.

2. Will the business require the storage, use or transport of volatile, hazardous or toxic chemicals or wastes on airport property. (If yes, explain in detail.)

- C. Ownership and Management:

1. Attach a list of all person's and/or companies owning an interest in the proposed business to include street and mailing address and telephone numbers (FAX if applicable). (Sole proprietor or every partner; each director or officer of the Corporation.)
2. Attach a list of all personnel who will be managing your operation at the airport. (Include resident street and mailing address and telephone numbers.)
3. Have you or any interested party in the applicant's business ever been convicted of any criminal violation or violation of any airport authority or commission, city or county ordinance of minimum standards or rules and regulations? (If yes, please explain in detail.)  yes  no

- D. Requirement for Expenditure:  
Will your business require the Town of Leesburg to spend funds or supply labor and materials? If so, please explain.

**CERTIFICATION:**

I, the undersigned, certify that I am authorized to sign this application on behalf of individuals or the company I represent. Furthermore, the information provided by this application is true and factual to the best of my knowledge and I understand that any intentional material false statement made in this application will immediately disqualify me and the individuals or company I represent from all commercial aeronautical and/or non-aeronautical activity on or at Leesburg Executive Airport. I also certify that I have read and understand the Rules, Regulations & Minimum Standards of the Leesburg Executive Airport.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Home Phone Number

\_\_\_\_\_  
Work Phone Number

**PLEASE SEE ATTACHED SUPPORTING DOCUMENT REQUIREMENTS**

## **SUPPORTING DOCUMENTS**

Please attach that information or those documents indicated below by check mark. Information should be type or printed legibly.

- All of the below information and documents.
- Brief description of previous experience in the type of business planned.
- Three (3) business references.
- Last three (3) years' financial statements to include balance sheet, income statement, and tax returns.
- Three (3) credit references (banks and/or creditors).
- Pro Forma (if applicable)
- Licenses or permits required to conduct said business.
- Site plans and drawings (if applicable)
- Financial information pertaining to principals.
- Certificate of Insurance (see section IV2, Rules Regulations & Minimum Standards)
- Virginia Aircraft License (if applicable)
- Other:

Please mail or deliver this application to:

Airport Director  
Leesburg Executive Airport  
1001 Sycolin Road, S.E.  
Leesburg, Virginia 20175