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## 1. INTRODUCTION

### 1.1. *Statement of Policy*

- 1.1.1. No entity shall occupy or commercially use Airport land and/or Improvements at the Airport unless such entity has executed an Agreement with the County authorizing such occupancy or commercial use.
- 1.1.2. The County will evaluate applications for permission to occupy space and/or commercially use the Airport in accordance with the Sponsor Assurances given by the federal and/or state government as a condition to receiving federal and/or state funds by the County. Such Assurances are based in agreements between the County and the Federal Aviation Administration and do not create a private right of action in any third party, including actual and potential airport users.
- 1.1.3. The granting of rights and/or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording an Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement.
  - 1.1.3.1. It is the policy of the County not to enter into or promote an understanding, commitment, or express agreement to grant exclusive rights for Aeronautical Activities. Accordingly those who desire to enter into an Agreement with the County to engage in an Aeronautical Activity should neither expect nor request that the County exclude others who also desire to engage in the same or similar Activities.
  - 1.1.3.2. If the Federal Aviation Administration (FAA) determines that any provision of an Agreement or a practice constitutes a grant of a prohibited Exclusive Right, such provision or grant shall be deemed null and void.
- 1.1.4. The right of use of the Airport infrastructure and any land and/or Improvements other than that leased “exclusively” to an Operator is non-exclusive.
- 1.1.5. This Policy sets forth the parameters for occupying or commercially using Airport land and/or Improvements and outlines the process that will be utilized by the County to establish and adjust associated rents, fees, and/or other charges associated with such occupancy or use.

### 1.2. *Applicability*

- 1.2.1. Unless invalidated by the terms and conditions of an existing Agreement or by the requirements set forth in the Primary Guiding Documents that were in effect at the time the existing Agreement went into effect, this Policy shall apply to all existing and new Agreements.
  - 1.2.1.1. Upon expiration of the term of an existing Agreement or if an Operator desires to change or expand its Activities, the Operator shall then comply with the provisions of this Policy.

### 1.3. *Rights Reserved*

- 1.3.1. In addition to the rights and privileges identified in Attachment A, the County reserves the rights and privileges outlined under federal and/or state Sponsor Assurances.

## 2. APPLICATION REQUIREMENTS

### 2.1. *New Operator*

- 2.1.1. Any entity desiring to enter into an Agreement with the County for permission to occupy or commercially use land and/or Improvements shall submit a written application to the Airport Manager using the form provided in Attachment B. For a non-commercial Aeronautical Activity, only those portions of the application form relevant to the Activity need to be completed by the prospective Operator.
  - 2.1.1.1. At the time of and as part of its application, the prospective Operator shall submit all of the information requested on the application form and, thereafter, shall submit any additional information that may be required or requested by the Airport Manager or County in order to properly evaluate the application.
- 2.1.2. To the extent allowed by law, all information contained in an application shall be treated as confidential for discussion between and among the County, Airport management, Airport staff, Airport advisors and the Applicant(s).

### 2.2. *Expiration of Agreements*

- 2.2.1. Following expiration of agreements, the County, at its sole discretion, may elect to negotiate a new Agreement with the previous Operator or to open the opportunity to use the facilities in question to others.

### 2.3. *Immediate Need*

- 2.3.1. Any entity seeking to lease land and/or Improvements from the County must demonstrate an “immediate need” for the entire land area(s) and/or Improvement(s) proposed to be leased (i.e., the entity must demonstrate that the entire land area(s) and/or Improvement(s) will be required to engage in the proposed Activities and will be immediately utilized).

### 2.4. *Grounds for Denial of Application*

- 2.4.1. The Airport Manager or County may deny any application for any reasonable cause, including but not limited to any one or more of the following reasons:
  - 2.4.1.1. The Applicant, for any reason, does not fully meet the qualifications, standards, and requirements established by the County. During the application process, the burden shall be on the Applicant.
  - 2.4.1.2. The Applicant’s proposed Activities and/or Improvements will create a safety hazard at or on the Airport.
  - 2.4.1.3. The granting of the application will require the County to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the County is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the County.
  - 2.4.1.4. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Activity of the Applicant at the time of application, nor is such availability contemplated within a reasonable time frame.
  - 2.4.1.5. The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the Applicant.
  - 2.4.1.6. The development or use of the land requested by the Applicant will result in a congestion of Aircraft and/or the Improvements will, in the sole discretion of the County, unduly interfere with Activities of any existing Operator on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator.
  - 2.4.1.7. The Applicant has either intentionally or unintentionally misrepresented or omitted material fact in the application or in supporting documentation.
  - 2.4.1.8. The Applicant has failed to make full disclosure on the application or in supporting documentation.

- 2.4.1.9. The Applicant or an officer, director, agent, representative, shareholder, or employee of Applicant has a record of violating the Regulatory Measures of any other Airport, FAA, or any other Regulatory Measure applicable to the Airport or the Applicant's proposed Activity.
- 2.4.1.10. The Applicant or an officer, director, agent, representative, shareholder, or employee of Applicant has defaulted in the performance of any Lease, Sublease, or other Agreement at the Airport or at any other airport.
- 2.4.1.11. The Applicant does not exhibit adequate financial responsibility or capability to undertake the proposed Activity.
- 2.4.1.12. The Applicant cannot provide a performance bond or applicable insurance in the type and amounts required by the County for the proposed Activity.
- 2.4.1.13. The Applicant or an officer or director of Applicant has been convicted of a felony.
- 2.4.1.14. Applicant's proposed Activity has been or could be detrimental to the Airport.
- 2.4.1.15. The Applicant seeks terms and conditions which are inconsistent with County policies or any RFP, invitation for proposals, or other advertisement issued by the County.
- 2.4.1.16. The County believes that the land or facilities sought by the Applicant could be more profitably used for another purpose, or that another use would better serve the civil aviation needs of the public.
- 2.4.1.17. The Applicant seeks the use of space or facilities that the County has elected to make available to another competing applicant.

**2.5. Approval Process**

- 2.5.1. The application and all accompanying materials (deemed necessary to facilitate an analysis of the prospective Operator's proposal) shall be submitted to the Airport Manager for review and approval subject to the Primary Guiding Documents.
- 2.5.2. No application will be deemed complete that does not provide the Airport Manager or County with the information necessary to allow the Airport Manager or County to make a meaningful assessment of the costs and the benefits of committing Airport land and/or Improvements to the Applicant.
- 2.5.3. Once the Airport Manager or County approves the application, an Agreement will be negotiated with the prospective Operator. Once the general provisions of the Agreement have been negotiated including identification of the land and/or Improvements that shall be leased and/or developed and the rents, fees, and/or other charges that shall be paid, the prospective Operator shall pay an earnest money deposit equivalent to the rents, fees, and/or other charges for one month and submit a written letter of acceptance of the general terms and conditions of the Agreement as evidence of good faith to proceed with the preparation of the Agreement by the Airport Manager or County.
- 2.5.4. The Agreement will then be presented to the Board of County Commissioners for approval. If the Board of County Commissioners does not approve the Agreement, the earnest money shall be returned to the prospective Operator. If the prospective Operator elects not to execute the Agreement within 30 calendar days after County approval, the County will retain the earnest money deposit. If the Agreement is executed within 30 calendar days, the earnest money deposit will be retained by the County as a security deposit.

**2.6. Competitive Proposal Process**

- 2.6.1. County Initiative
  - 2.6.1.1. If land and/or Improvements are available at the Airport, the County may issue a Request for Proposal (RFP) seeking competitive proposals from Entities who wish to occupy or commercially use such land and/or Improvements.

- 2.6.1.2. The County shall advertise (in accordance with County practices and legal requirements) the opportunity using local and/or industry mediums. The advertisement shall provide a description of the opportunity (which shall include identification of the land and/or Improvements that are available for occupancy/use and the products, services, and/or facilities required and/or desired by the County if known), instructions to proposers for obtaining the RFP document, the time and place for submitting sealed proposals, and the County's right to reject any and all proposals. In addition, the County may mail the RFP directly to those Entities who have expressed previous interest, may be interested, or that the County may wish to attract.
- 2.6.1.3. The RFP document shall:
  - 2.6.1.3.1. Provide an overview of the Airport, the market, and the opportunity (products, services, and/or facilities required and/or desired)
  - 2.6.1.3.2. Identify the location of the land and/or Improvements (and provide associated site plans, drawings, or photographs)
  - 2.6.1.3.3. Indicate the expected timeframe for occupancy of the land and/or Improvements
  - 2.6.1.3.4. Outline the submission and selection process and state the proposer's responsibilities
  - 2.6.1.3.5. Provide the proposal (response) format (or forms) and the proposed Agreement
  - 2.6.1.3.6. Provide relevant sections of the Primary Guiding Documents.
  - 2.6.1.3.7. Convey the evaluation and/or selection criteria that will be utilized by the County
  - 2.6.1.3.8. State the grounds for denial or disqualification and withdrawal
  - 2.6.1.3.9. Indicate the place, date, and time the proposals will be opened
  - 2.6.1.3.10. If a pre-proposal conference will be held, the RFP document shall state the place, date, and time of such conference
  - 2.6.1.3.11. During the pre-proposal conference, the RFP process, procedures, and requirements shall be discussed and prospective Operators shall be given the opportunity to ask questions and/or convey concerns which shall be addressed by the County or its representatives during and/or subsequent to the conference
  - 2.6.1.3.12. In addition, if a pre-proposal conference will be held, the RFP document shall be available for distribution at least two (2) weeks prior to the date of the pre-proposal conference.
  - 2.6.1.3.13. The County will receive and open the proposals at the designated place and time. The County will then review (for compliance with the RFP specifications), evaluate, and rank the proposals. The County may also require interviews with prospective Operators. Upon completion of the review and evaluation process, the County shall select the best proposal (i.e., the proposal that is in the best interest of the County and the public). The County will then negotiate an Agreement with the selected proposer. If an Agreement cannot be reached with the selected proposer, the County may negotiate with the next best proposer.
- 2.6.1.4. The County has the right to reject any and all proposals, to advertise for new proposals, and to modify the proposal process. In addition, the County is under no obligation to make any award or to make an award to the proposer specifying the highest price.
- 2.6.2. Initiative of Others
  - 2.6.2.1. If during the application process, a qualified entity (other than the Applicant) expresses interest and demonstrates an immediate need for the same land and/or Improvements, the County may negotiate with the entity and/or issue an RFP (in which case, the Competitive Proposal Process, under County Initiative, would be followed).
  - 2.6.2.2. However, once an application is approved by the Airport Manager or County, the Airport Manager or County is under no obligation to negotiate with any entity (other than the Applicant) and/or issue an RFP.

### 3. AGREEMENTS

#### 3.1. General/Introduction

- 3.1.1. Prior to occupying or using Airport land and/or Improvements at the Airport, an Operator will be required to enter into an Agreement with the County that will recite the terms and conditions under which the Operator shall occupy and/or use the land and/or Improvements. This Policy does not represent a complete recitation of the provisions to be included in the Agreement. In addition, the provisions contained in any Agreement shall not be deemed or construed to modify this Policy.
- 3.1.2. The Agreement shall convey one or more of the following privileges: (1) the privilege of using the Airport in common with others who are authorized to do so, (2) the privilege of occupying and exclusively using specifically designated land and/or Improvements at the Airport, and/or (3) the privilege of providing products, services, and/or facilities to the public at the Airport.

#### 3.2. Premises

- 3.2.1. Aviation use
  - 3.2.1.1. The Agreement shall identify the aviation products, services, and facilities that must (required), may (optional), or can with permission (additional) be provided by an Operator. The products, services, and facilities that must and/or may be provided by an Operator must meet the minimum requirements set forth in the Minimum Standards. Additional products, services, and/or facilities may only be provided after receiving written permission from the County. Failure to meet the Minimum Standards or obtain written permission from the County before providing additional products, services, and/or facilities shall be considered a default under the Agreement.
- 3.2.2. Non-aviation use
  - 3.2.2.1. Leasing Airport land and/or Improvements for non-aeronautical activities (or non-aviation use) is subject to approval of the FAA and is not favored by the County.
- 3.2.3. Restrictions
  - 3.2.3.1. Airport land and/or Improvements shall not be leased for any use(s) or purpose(s) that are contrary to: (1) the best interests of the County, (2) the safe, effective, and efficient operation of the Airport including the safety of the public and the aircraft (or other property) located at the Airport, (3) the goals of financial self-sufficiency for the Airport, and (4) the future development of the Airport.
- 3.2.4. Assignment
  - 3.2.4.1. An Operator shall not assign an Agreement (or any part of an Agreement) or any interest the Operator may have in an Agreement, without the prior express written consent of the County.
- 3.2.5. Through-The-Fence Access/Airport Use
  - 3.2.5.1. Entities owning fee-simple land having through-the-fence access to the Airport are responsible for assuring that the entity and/or entity's tenants are in full compliance of Regulatory Measures including, but not limited to, Airport Primary Guiding Documents and that all fees associated with through-the-fence access/use of the Airport are paid in a timely manner to the County.
  - 3.2.5.2. Commercial and non-commercial Entities desirous of engaging in Aeronautical Activities (that require access to the Airport by the entity or Entities customers) on fee simple land having through-the-fence access to the Airport must submit an Application (as outlined in Section 2.0 herein) and enter into an Agreement with the County. The Agreement will include, but not be limited to, the requirement to meet the Airport Minimum Standards established by the County,

adhere to Airport Rules and Regulations established by the County, and pay all the fees associated with having access to (and use of) the Airport.

- 3.2.5.3. Entities engaging in commercial Aeronautical Activities on fee simple land having through-the-fence access to the Airport are prohibited from performing those Activities on the Airport. Such Activities may only be performed on the fee simple land. This excludes the operation of Aircraft at the Airport.
- 3.2.5.4. However, it is important to note that through-the-fence access is strongly discouraged by the FAA. Therefore, the County is not inclined to enter into any future agreements allowing future access unless it is in the best interest of the County, the Airport, and Airport tenants.

### **3.3. Term**

- 3.3.1. In order to amortize capital improvements/investment and realize a reasonable return, a longer term may be granted to a key Operator who has made (or will be making) substantial improvement/investment in facilities, vehicles, and/or equipment. Conversely, the County may elect to grant only a month-to-month term to an Operator who has not made (or will not be making) any capital improvement/investment in facilities, vehicles, and/or equipment.
- 3.3.2. While the level of capital improvement/investment is the primary influencing factor (in establishing the term of an Agreement), consideration may also be given to the circumstances (and/or variables) of each case.
- 3.3.3. When "additional" development (capital improvement/investment) is made by an Operator during the term of an existing Agreement, the term of the Agreement may be extended by the County based upon the level of capital improvement/investment made (or which will be made) by the Operator.
  - 3.3.3.1. Whenever possible and practical, the County shall extend the term of an existing Agreement when "additional" development is made by an Operator as opposed to entering into a new Agreement. However, the County reserves the right to amend other provisions of the Agreement at the time the term of an existing Agreement is extended.

### **3.4. Improvements**

- 3.4.1. County Improvements
  - 3.4.1.1. If Improvements are constructed for the exclusive use of an Operator, the Operator may be involved in the design process.
  - 3.4.1.2. County shall maintain ownership of improvements made by County throughout term of Agreement and upon expiration.

### **3.5. Responsibilities**

- 3.5.1. County
  - 3.5.1.1. Unless otherwise stated in an Agreement, all Agreements shall reflect "net" terms (excluding insurance, taxes, facility operation, etc.) with the County responsible for maintenance of all public Airport infrastructure and common areas including runways, taxiways, public apron areas, roadways, nav aids, and associated land areas.
- 3.5.2. Operator
  - 3.5.2.1. Unless otherwise stated in an Agreement, the Operator shall be responsible for all maintenance (and related expenses) of land and/or Improvements (situated on the leasehold) which includes all structural components, all exterior and interior maintenance, landscaping, janitorial, trash removal, snow removal, and sweeping.
  - 3.5.2.2. The Operator shall be responsible for all utilities, shall maintain all insurance coverages at or above the policy limits set forth in the Minimum Standards, and shall remain current on all taxes and/or assessments charged by any applicable government entity including leasehold (or possessory interest tax), personal property, income, or any other business taxes.

3.5.2.3. The failure of an Operator to maintain the land and/or Improvements and/or pay all utilities, insurance, and taxes shall be considered a default.

**3.6. Condemnation**

3.6.1. If it is necessary to condemn any property interest at the Airport, the County shall use its generally applicable condemnation procedures.

**3.7. Relocation**

3.7.1. In the event that the County deems relocation necessary, the County shall negotiate with the Operator regarding the substitution of comparable space and facilities, and the adjustment of rents and charges in the event that comparable facilities are not available.

3.7.2. The County shall pay reasonable relocation costs and expenses associated with moving the Operator.



## 4. RENTS AND FEES

### 4.1. General/Introduction

- 4.1.1. The County recognizes its duties and obligations to make all Airport land and/or Improvements productive and to obtain fair market rents and fees. In addition, the County has an obligation to maintain a rent and fee structure that makes the Airport as self-sustaining as possible. To this end, the County, through Agreements with Operators and by other means that may be available to the County shall endeavor to recover the cost of providing, operating, and maintaining the Airport through rents, fees, and/or other charges.
- 4.1.2. Accordingly, all Agreements must adequately compensate the County for the rights and/or privileges granted to an Operator. It is the policy of the County to seek Agreement terms and conditions that, while being fair, reasonable, and non-discriminatory, provide the greatest return to the County.

### 4.2. Establishing Rents (for Land and/or Improvements) and Usage Fees

- 4.2.1. Lease Rate Analysis (Market Survey)
  - 4.2.1.1. The County may periodically conduct or have conducted on its behalf a Lease Rate Analysis (Market Survey) and may use the information received to aid it in establishing rates for land and improvements at the Airport. Land and/or Improvements includes “unimproved land”, “improved land” (including apron and automobile parking areas), and “Improvements” (including terminal building, hangars, and office/shop space).
  - 4.2.1.2. The Market Survey may include a survey and analysis of rents being charged for similar aeronautical land and/or Improvements (and/or activities) at similar (comparable) airports. Central to this process is the identification of comparable airports and the compilation and analysis of data for similar land and/or Improvements (and uses) at those airports.
- 4.2.2. County Improvements
  - 4.2.2.1. If the County constructs all or part of capital improvements on an Operator’s Leased Premises, the County may amortize all or part of the costs of such Improvements over the term of the Agreement granted to the Operator for the purpose of establishing rent for the improvements.
  - 4.2.2.2. The County shall utilize a minimum amortization period of 15 years and shall establish a reasonable rate of return on its capital investment.
- 4.2.3. Negotiation/Competitive Proposal
  - 4.2.3.1. Rents may also be established by negotiation and/or a competitive proposal process.
- 4.2.4. Cost Base
  - 4.2.4.1. In order to recover the costs associated with the development, operation, and maintenance of the Airport, the County may charge fees based upon the proportionate use of the Airport by tenants, consumers, and users.
  - 4.2.4.2. Costs shall include all operating and maintenance costs, debt service, small capital outlays, reserves, amortization, and administration.
  - 4.2.4.3. All fees shall be adjusted each year based upon the County’s fiscal year budget for the Airport. All adjustments shall be effective on July 1<sup>st</sup> or the first day of the fiscal year budget.
- 4.2.5. Rate Hearing
  - 4.2.5.1. The County will appropriately publicize proposed changes in Airport rents, fees, and charges using the procedures generally applicable in the County for announcements of matters before the Board of County Commissioners.

- 4.2.6. Commercial Through-The-Fence Access/Use Fees
- 4.2.6.1. Entities engaging in commercial Aeronautical Activities (that require access to the Airport by the entity or Entities customers) on fee simple land having through-the-fence access to the Airport will pay the following fees:
- 4.2.6.1.1. Fuel Flowage Fee (as established by the County) for each gallon of aviation fuel dispensed by entity.
- 4.2.6.1.2. Commercial Through-The-Fence Access/Use Fee will be paid monthly based upon the minimum square footage required by Minimum Standards for the commercial Aeronautical Activity of the entity. The fee will be calculated by multiplying the market value land rental rate (per square foot) by the minimum square footage requirement. The market value land rental rate will be determined as if the land was located on the Airport (within the Airport boundaries). If the acreage utilized by the entity for the commercial Aeronautical Activity exceeds the minimum square footage required by Minimum Standards the rate per square foot will be discounted 50% for the acreage exceeding the minimum square footage requirements.
- 4.2.7. Non-Commercial Through-The-Fence Access/Use Fees
- 4.2.7.1. Entities engaging in non-commercial Aeronautical Activities (that require access to the Airport by the entity) on fee simple land having through-the-fence access to the Airport will pay the following fees:
- 4.2.7.1.1. Fuel Flowage Fee (as established by the County) for each gallon of aviation fuel dispensed by entity.
- 4.2.7.1.2. Non-Commercial Through-The-Fence Access/Use Fee will be equal to the monthly Airport Tiedown fee for the type of Aircraft.
- 4.2.8. County Rights
- 4.2.8.1. The County reserves the right to use other methodologies and/or establish and/or charge additional (or other) rents, fees, and/or other charges for the use and/or occupancy of Airport land and/or Improvements (and/or engaging in Activities at the Airport).

### **4.3. Adjusting Rents**

- 4.3.1. Methodology
- 4.3.1.1. All Agreements, including future Agreements and Agreement renewals, shall be adjusted at least every three years throughout the term of the Agreement. All adjustments shall be effective on July 1<sup>st</sup>.
- 4.3.1.2. Rents and fees shall be adjusted using the mechanisms established in each Agreement, except that where no mechanism is specified, the rents and fees shall be adjusted as determined by the County following a public hearing on the matter.
- 4.3.1.3. If an Operator does not agree to the adjustment proposed by the County, the Operator may pursue such avenues of appeal as are established in the County's general procedures, but must pay the adjusted rates while its appeal is pending.
- 4.3.2. Payment of Rents, Fees, and/or Other Charges
- 4.3.2.1. The County typically bills Lessees monthly, 30 days in advance of rental period, for rents owed by Lessees to County.
- 4.3.2.2. No Operator shall be permitted to engage in Activities unless the Operator is current (not in default and beyond the point at which the default can be cured) in the payment of all rents, fees, or other charges accruing to the County under any and all Agreements with the County.
- 4.3.2.3. An Operator's failure to remain current in the payment of all rents, fees, or other sums accruing to the County will be grounds for termination of the Agreement authorizing the conduct of Activities at the Airport.
- 4.3.2.4. In addition, the County shall have the right to enforce the payment of any rent, fee, and/or other charge assessed by the County by placing a lien on or retaining possession of personal or real property until paid in full.

4.3.3. Bookkeeping and Records

- 4.3.3.1. Records must be kept to evidence amounts due to the County for rents, fees, and/or other charges applicable to the Operator's Activities at the Airport. The County or its representatives shall be entitled to have access to such records upon reasonable notice. The County reserves the right to audit such records.

## 5. ATTACHMENT A – RIGHTS RESERVED

- The County reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
- The County further reserves the right to designate specific Airport areas for Activities in accordance with the currently adopted Airport Layout Plan (ALP), as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future Activities and the land and/or Improvements that may be available and/or used for specific Activities and shall be consistent with the safe, orderly, and efficient use of the Airport.
- The ALP depicts all of the Airport's land and/or Improvements and future development plans. The ALP reflects an agreement with the FAA regarding the proposed allocation of Airport land and/or Improvements to specific uses and/or development. It is the policy of the County that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, orderly, or efficient use of the Airport. While the County may consider making application to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, nothing contained in this Policy shall require the County to make such application.
- The County reserves the right to develop and make any Improvements and/or repairs to (at) the Airport that it deems necessary. The County will provide advance notice of the date and time that such development, Improvements, and/or repairs will be made.
- The County reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or revoke or suspend any privileges granted to any entity) upon determination by the County that such Operator has not complied with the Primary Guiding Documents, any other applicable Regulatory Measures, or has otherwise jeopardized the safety of Entities utilizing the Airport or the land and/or Improvements located at the Airport.
- The County reserves the right to lease the Airport or portions thereof during war or national emergency to the United States government for military use. If such lease is executed, the provisions of any Agreement including, without limitation, the Operator's financial obligations, to the extent they are inconsistent with said lease, shall be suspended.
- The County will not enter into an Agreement that will require the County to relinquish the right to take any action the County considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity from erecting or permitting to be erected any building or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The County will not enter into an Agreement that requires the County to waive any sovereign, governmental or other immunity to which the County may be entitled or that would require the County to submit to the laws of any state other than those of the state of Maryland.
- The County is under no obligation to provide financing and/or make any Improvements to Airport land and/or Improvements to facilitate any development proposed by a prospective Operator.
- While the County may choose to pursue federal, state, and/or other funds to contribute to the development, the County is under no obligation to do so. In addition, the County is under no obligation to provide matching funds if required to secure such funding.
- This Policy may be supplemented, amended, or modified by the County, from time to time, and in such manner and to such extent as is deemed appropriate by the County.

6. ATTACHMENT B – OPERATOR APPLICATION

**OPERATOR APPLICATION**

**Hagerstown Regional Airport**

This Operator Application is designed to provide the County adequate information to make educated decisions regarding the application of a proposed Operator. The County recognizes that not all information will be available and that a proposed Operator may not be able to complete all sections of the Operator Application. In addition, the County (or other representative) may complete this form on behalf of a proposed Operator to facilitate discussions.

\_\_\_\_\_ DATE SUBMITTED

**Legal name of the applicant and business name (if different)**

\_\_\_\_\_ LEGAL NAME

\_\_\_\_\_ BUSINESS NAME

**Name, address, and telephone number of the applicant**

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ TELEPHONE

**Primary contact for the applicant**

\_\_\_\_\_ NAME

\_\_\_\_\_ ADDRESS

\_\_\_\_\_ CITY, STATE, ZIP

\_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

\_\_\_\_\_ E-MAIL ADDRESS

Names, addresses, telephone, and fax numbers of all owners of 5% or more of the equity interest, management control, or debt of the applicant. (Attach additional sheets if necessary)

	Owner 1	Owner 2
Name		
Address		
City, State, Zip		
Telephone #		
Fax #		

\_\_\_\_\_ PROPOSED DATE FOR COMMENCEMENT OF ACTIVITIES

\_\_\_\_\_ PROPOSED TERM OF AGREEMENT

**Activity to be conducted (check all that apply):**

- |  |  |
|--|--|
| <input type="checkbox"/> Fixed Base Operator                         | <input type="checkbox"/> Aircraft Sales                                  |
| <input type="checkbox"/> Aircraft Maintenance                        | <input type="checkbox"/> Specialized Commercial Aeronautical Operator    |
| <input type="checkbox"/> Avionics or Instrument Maintenance          | <input type="checkbox"/> Temporary Specialized Aviation Service Operator |
| <input type="checkbox"/> Aircraft Rental/Flying Club/Flight Training | <input type="checkbox"/> Commercial Hangar                               |
| <input type="checkbox"/> Aircraft Charter/Aircraft Management        | <input type="checkbox"/> Other: _____                                    |

*Please refer to the Airport's Minimum Standards for further information on each type of activity.*

**CHECKLIST:** Operating certificates, licenses, and permits attached

- FEDERAL    STATE    LOCAL

**Proposed occupancy/use of existing land and/or improvements:**

	Location	Size (Square Feet)	Intended Use
Land			
Terminal Building			
Hangar			
Office			
Shop			
Apron (Tiedown)			
Automobile Parking			

**CHECKLIST:**  Statement demonstrating immediate need

**Proposed Development:**

	Location	Size (Square Feet)	Intended Use
Terminal Building			
Hangar			
Office			
Shop			
Apron (Tiedown)			
Automobile Parking			

**CHECKLIST:** Description and preliminary drawings of the proposed improvements attached

- Site plan (Layout)    Drawings (Elevations)

**Proposed Personnel:**

Total \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Seasonal \_\_\_\_\_

**Proposed Hours of Activity:** From: \_\_\_\_\_ To: \_\_\_\_\_ S M T W R F S

**Proposed Aircraft:**

	Aircraft 1	Aircraft 2	Aircraft 3	Aircraft 4	Aircraft 5
Make:					
Model:					
Pax Seating					
Cargo Capacity					
Registration #					

**CHECKLIST:** Copies of applicable certificates of registration for each aircraft attached

Aircraft 1    Aircraft 2    Aircraft 3    Aircraft 4    Aircraft 5

**Proposed Vehicles:**

	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle 5
Make					
Model					
Capacity					
Use					

\_\_\_\_\_ PROPOSED EQUIPMENT

\_\_\_\_\_ PROPOSED TOOLS

\_\_\_\_\_ PROPOSED INVENTORY

**CHECKLIST:** Written statement addressing each of the following areas attached

Target Market    Marketshare    Promotional Marketing Techniques  
 % of intended sales related to Aircraft based at the Airport

**CHECKLIST:** Evidence of support from potential customers attached

Surveys    Testimonials    Other documentation

**CHECKLIST:** Financial capabilities: The prospective Operator must provide a statement of financial responsibility and capability to initiate the proposed improvements and provide working capital from a qualified financial institution or from such other source as may be acceptable to the County and readily verified through normal financial channels.

- Statement of financial responsibility and capability
- Cash flow statement                       5 year profit and loss projections
- 3 year historical profit and loss       Current balance sheet

Experience.

**CHECKLIST:** Experience capabilities: The prospective Operator shall furnish the County with a statement of its past experience in the proposed Activity for which application is being made including:

- Statement of past experience       Resumes of management/key personnel
- Business references       Financial references       Managerial references

**CHECKLIST:** Bonding and insurance ability: The prospective Operator shall provide evidence in a form acceptable to the County of its ability to:

- Ability to obtain Performance Bond       Ability to obtain required insurance

I (we) certify that all the information provided in this application is true, complete and accurate.

SIGNATURE

\_\_\_\_\_

NAME (Print)

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

\_\_\_\_\_

Subscribed and sworn to before me, in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

a Notary Public in and for the state of \_\_\_\_\_

Seal

My commission expires \_\_\_\_\_, 20\_\_\_\_

Notary Signature

\_\_\_\_\_

For Internal Use Only:  LR & C     MS     RR     DG