

**LOS ALAMOS  
COUNTY  
AIRPORT**

**MINIMUM STANDARDS  
FOR  
AERONAUTICAL BUSINESS  
ACTIVITIES**

**MAY 2007**

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# CHAPTER I

## GENERAL INFORMATION

### Section 1 Purpose

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

### Section 2 Scope

The airport is owned by the Department of Energy and leased to and operated by the County of Los Alamos. The county will own the airport property once environmental remediation of the property is complete. All users, customers and visitors of the airport shall be governed by these airport Minimum Standards. Administration of the terms of the Minimum Standards shall be under the authority, responsibility and control of the airport manager. Policy making authority of these Minimum Standards resides with the County of Los Alamos.

### Section 3 Definitions

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

- a. **AGL** An altitude expressed in feet measured above ground level.
- b. **AIM** Aeronautical Information Manual which is a publication containing basic flight information and air traffic control procedures designed primarily for use as a pilot's informational manual in the National Airspace System of the United States.
- c. **Aeronautical Activities** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to: air taxi and charter operations, pilot training, aircraft rental, aircraft hangar and tie-down leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aerial fire fighting, air carrier operations, aircraft sales and service, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which directly relate to the operation of aircraft. In contrast, examples of activities which are not aeronautical activities include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, and auto parking lots.

- d. **Airport** Los Alamos County Airport (LAM) and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan or as it may hereafter be extended, enlarged or modified. An Airport Layout Diagram is shown at Appendix A.
- e. **Airport Manager** The person hired by the county to manage the airport or in his absence the person designated by the county administrator's office.
- f. **Airport Operation Area (AOA)** The area of the airport that is off limits to the general public and is used or intended to be used for landing, take off or surface maneuvering of aircraft including the associated hangars and navigational and communication facilities.
- g. **Airport Rules and Regulations** A document adopted and formally approved by the county administrator within which are detailed provisions for the safe, orderly and efficient operation of the airport.
- h. **Approved Airport Layout Plan** A graphic representation to scale of existing and proposed airport facilities, their location on the airport and the pertinent clearance and dimensional information required to show conformance with applicable standards. A current ALP approved by the FAA is a prerequisite to FAA approval of federal funding in support of any airport capital improvement project.
- i. **DOE** The Department of Energy
- j. **FAA** The Federal Aviation Administration.
- k. **FAR** The Federal Aviation Regulations.
- l. **FBO** Any Fixed Base Operator(s) duly licensed and authorized by written agreement with the Authority to operate at the airport under strict compliance with such agreement and pursuant to these Minimum Standards and the Rules and Regulations.
- m. **Flying Club** A non-profit, non-commercial organization with aircraft ownership vested in the name of the club or owned ratably by all members, whose primary purpose is to promote flying for pleasure, and develop skills in aeronautics, including pilotage, navigation and awareness and appreciation of aviation requirements and techniques.
- n. **Full Service FBO** A Fixed Base Operator who provides retail aviation fuel and oil sales and aircraft maintenance per the Minimum Standards and Rules and Regulations.

- o. **IFR** Instrument Flight Rules which govern the procedures for conducting instrument flight.
- p. **Individual Users** Individual pilots, aircraft owners, tie-down and hangar tenants, transient users and other individual users of the airport.
- q. **LAM** FAA designator for Los Alamos Airport.
- r. **Landside** All buildings and surfaces used by surface vehicular and pedestrian traffic on the airport.
- s. **Minimum Standards** The standards which are established by the county as the minimum requirements to be met as a condition for the privilege to conduct an aeronautical activity on the airport.
- t. **MSL** An altitude expressed in feet measured from Mean Sea Level.
- u. **NFPA** The National Fire Protection Agency.
- v. **NOTAM** A Notice to Airmen published by the FAA.
- w. **Operating An Aircraft** Starting, taxiing, taking off or landing an aircraft at the airport.
- x. **Person** Any legal entity or individual, firm, co-partnership, corporation, association or company and any trustee, receiver, assignee or similar representative thereof.
- y. **SASO** Specialized Aviation Service Operation. An aeronautical business that provides a service at the airport, but is not a full service FBO.
- z. **Tenant** Any person who has a written lease, rental agreement or other agreement with the county which grants that person certain rights and privileges on the airport.
- aa. **Unicom** A nongovernmental communication facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.

**Section 4 Airport Manager**

The Airport Manager is authorized to take all actions necessary to regulate, benefit and protect the public who use the airport, to regulate aircraft and vehicular traffic at the airport and to oversee all airport operations consistent with these Minimum Standards, the Rules and Regulations and the laws of the State of New Mexico. The airport manager is the county's representative at the airport. When an emergency exists at the airport, the airport manager is empowered to issue such directives and take such actions necessary to protect people, property and assets and promote the safe operation of the airport. Such directives and actions of the airport manager have the power of regulation as long as the emergency exists.

**Section 5 Minimum Standards and Rules and Regulations**

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

**Section 6 Standards and Regulations Made Available**

Copies of the Minimum Standards and Rules and Regulations shall be available to all persons through the official Los Alamos County website. Hard copies shall be made available from the airport manager upon request.

**Section 7 Refuse**

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

**Section 8 Personal Aircraft and Hangar Sales**

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

**Section 9 Repair, Restoration, Replacement**

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

## Section 10 Revisions

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



## CHAPTER II

### APPLICATIONS, LEASES AND CONCESSIONS

#### Section 1 Business Activities

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

#### Section 2 Application to Conduct Aeronautical Business Activities

Any person requesting permission to conduct aeronautical business activities at the airport shall submit, in a manner acceptable to the county, all information and material necessary to establish to the satisfaction of the county that the person will qualify and comply with these Minimum Standards including, but not limited to the following documents:

- a. The party's name, address and the proposed activity.
- b. A current financial statement prepared by financial entities approved by the county. The county shall be the sole judge of what constitutes adequate financial resources.
- c. A written listing of the assets owned or being purchased which will be used in the applicant's operation or business at the airport.
- d. Such credit reports as requested by the county.
- e. A description of previous experience in airport services, a listing of key personnel to be assigned to the airport and a description of the duties, responsibilities, and prior experience of such personnel.

- f. A written and signed authorization permitting the FAA, all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant or its key personnel has engaged in aviation business and all airports at which the applicant or its key personnel have engaged in business, to supply the county with all information in their files relating to the applicant, his operation or the applicant's key personnel. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies or by the county or the airport manager.
- g. The proposed date for the commencement of the activity and the term of conducting the same.
- h. The specific types and amounts of insurance proposed.
- i. Names and financial statements of proposed guarantors of any proposed lease.
- j. A pro-forma operating statement for the first year.
- k. Evidence that all aircraft to be utilized by the applicant in providing any services pursuant to the request and any resulting agreement are licensed by all relevant state and federal agencies.
- l. An affidavit confirming that the application is in compliance with all applicable laws.

### **Section 3      Action on Application**

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

- a. The applicant does not meet the qualifications, standards or requirements established by these Minimum Standards or the Rules and Regulations.
- b. The applicant's proposed operations or construction will create a safety hazard.
- c. The granting of the application will require the county to spend funds, or to supply labor or materials which the county is unwilling to spend or supply.
- d. There is no appropriate, adequate, or available space or building on the airport to accommodate the applicant at the time of the application.
- e. The proposed operation, airport development, or construction does not comply with the FAA approved Airport Layout Plan for the airport.

- f. The development or use of the area requested by the applicant will result in depriving existing FBOs or SASOs of portions of the area in which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present FBO or SASO on the airport, or prevent free access to the FBO's or SASO's operations.
- g. The applicant has supplied the county or any other person with any false information or has misrepresented any material fact or has failed to make full disclosure in his application or in supporting documents.
- h. The applicant has violated any of the Minimum Standards or Rules and Regulations, or the regulations and standards of any other airport, or the Federal Aviation Regulations or any other statutes, ordinances, laws, orders, rules or regulations applicable to the airport or any other airport.
- i. The applicant has defaulted in the performance of any lease or other agreement with the county.
- j. The applicant's credit report contains information that would lead a reasonable and prudent lender to the conclusion that the applicant is a credit risk.
- k. The applicant does not have, or appear to have, access to the operating funds necessary to conduct the proposed operation.
- l. The applicant has been convicted of a crime or violated an ordinance or regulation which the county believes adversely affects the applicant's suitability to operate an activity at the airport without defaulting on their obligations to the county.
- m. The applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the county, the State of New Mexico, the FAA or other appropriate governmental entities.
- n. The applicant's activities or operations have been or could be detrimental to the airport.

**Section 4 Airport Licenses and Leases Non-Transferable**

No right, privilege, permit, or license to do business at the airport, or any lease of any area of the airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior express written consent of the county. No lease, or portion thereof, may be assigned or sublet without prior approval of the county and all assignees or subleases approved by the county shall comply with these Minimum Standards and the Rules and Regulations. All licenses, permits and certificates required for and in connection with the operation of the FBO or SASO shall be secured by the FBO or SASO at its own expense.

**Section 5 Approval of Construction**

- a. All plans and specifications for new construction or alteration shall be subject to approval by the county, in writing, prior to construction as to architectural conformity, location of building lines, proper hangar clearance, compatibility with any adopted Master Plan, compatibility with any obligations of the county imposed by state or Federal Environmental Laws or Regulations and compliance with any requirements or specifications necessary to assure conformity with FAA standards.
- b. The lessee shall be required to obtain all permits associated with proposed development.
- c. All building areas will be as shown on the appropriate airport leasing plat and on the approved Airport Layout Plan. The developer shall be responsible for reimbursing the county for the costs associated with updating the Airport Layout Plan prior to occupying the development.
- d. Within 30 days of completion of construction or alteration, the lessee will submit a complete set of "as-built" plans to the county.
- e. All buildings and construction shall meet county building and fire codes, FAA, and State specifications and any other specific requirements set by the county.
- f. All plans and specifications for the construction of utilities shall require prior written approval by the county and the county utilities department.
- g. All construction shall be permanent.

**Section 6 Operation Area**

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

**Section 7 Compliance With Laws**

The FBO/SASO will use and operate the property, and shall be responsible for insuring that all persons and entities employed by the FBO/SASO use and operate the property, in compliance with all applicable laws, rules and regulations, including, but not limited to, applicable environmental laws, rules or regulations. The FBO/SASO shall obtain and comply with the provisions of, and shall ensure that all persons and entities employed by the FBO/SASO obtain or possess and comply with, all permits and licenses. This includes, but is not limited to, permits and licenses required under applicable environmental laws and regulations required for the lawful conduct of any and all activities conducted on the airport property by the FBO/SASO. In addition, the FBO/SASO shall comply with the provisions of the Lease in Furtherance of Conveyance dated September 23, 2002 between the United States of America and the County of Los Alamos.

**Section 8 Waiver of Chapter II Provisions**

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

**Section 9 Effect on Existing Leases**

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

**Section 10 Specialized Aviation Service Operation**

When an applicant wishes to qualify as a SASO in order to provide services not already provided at the airport, the county may make special contractual agreements that shall vary from specific Minimum Standards. It is the express purpose of this provision to encourage the expansion of services at the airport where they do not exist but only to the extent and for the period of time necessary to create an inducement to the establishment of such services.

## CHAPTER III

### FBO/SASO REGULATIONS

#### Section 1      General FBO/SASO Regulations

- a. Each FBO/SASO shall enter into an agreement with the county which shall include an agreement on the part of the FBO/SASO to accept, be bound by, comply with and conduct its business operations in accordance with these Minimum Standards and the Rules and Regulations and to agree that this approval and authority to carry on business at the airport shall be subject to these Minimum Standards and the Rules and Regulations.
- b. The FBO/SASO shall pay when due all charges for water, sewer, power, telephone service and all other utilities and services supplied to his operation at the airport. The FBO/SASO shall also promptly pay, when due, all rentals, fees and payments to the county.
- c. Plans, specifications and a FAA Form 7460-1 for any construction required by the FBO/SASO shall be submitted to the county for review and approval, and construction thereon shall commence within 60 days from the county's approval of the plans and specifications. Unless otherwise provided in an FBO/SASO lease agreement, the deadlines provided in this paragraph may be extended by the county for good cause upon request of the FBO/SASO. All construction shall comply with the ALP and applicable building codes and other ordinances, and the proper permits shall be secured and the fees shall be paid by the FBO/SASO.
- d. Unless otherwise provided by the county, all operations of the FBO/SASO shall be conducted in an area of sufficient size to accommodate all services for which the operator is approved, allowing for growth in the foreseeable future and additional services as contemplated by the county. The FBO/SASO shall conduct its business operations strictly within the areas assigned it by the county and its operations shall not in any way interfere with the operations of the other FBOs, SASOs, agencies, or other businesses operating on the airport, the use of the airport by the general public, or with any common use areas. The FBO/SASO shall not use any common use areas for the operation of its business except as authorized by the Minimum Standards, Rules and Regulations or by the county.
- e. All complaints by any person other than the county against any FBO/SASO for violation of the Minimum Standards, Rules and Regulations or the terms of an FBO/SASO agreement shall be in writing and filed with the airport manager. All complaints shall be signed by the person making the complaint and shall specify dates, times, facts and witnesses, if any.

- f. The FBO/SASO shall, to the maximum extent permitted by law, indemnify, defend, save and hold harmless the county, its agents, officers, representatives, and employees, from and against any and all actions, penalties, liability, claims, demands, damages, losses and expenses, including without limitation, reasonable attorney's fees, for claims arising directly or indirectly out of acts or omissions of the FBO, SASO, its agents, officers, representatives, employees, guests, or visitors.
- g. The FBO/SASO shall secure, at its expense, public liability, personal injury and death, and property damage insurance on which the county and its agents, officers, representatives, and employees shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases, agreements or business licenses or renewals or extensions thereof. Such policies shall be in minimum amounts of \$1,000,000.00 on account of bodily injuries to, or death of, one person and \$1,000,000.00 on account of bodily injuries and \$1,000,000.00 on account of damage to property and shall be placed with a reputable company approved by the county. Copies of all such policies of insurance shall be delivered to the county and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the FBO's or SASO's liability to the county, and if the county or any of its authorized agents, officers, representatives or employees become liable for an amount in excess of the insurance, the FBO/SASO agrees to indemnify, defend, save and hold harmless the county, its agents, officers, representatives and employees for the whole thereof. Should any of the coverage be canceled, the issuing company or its agent will mail thirty days written notice of such cancellation to the county. In the event the FBO/SASO is unable to receive a quote from an insurance company for the required amount of insurance, or if the rate quoted is prohibitively expensive, this requirement may be modified by the Los Alamos County Administrator at this discretion.
- h. In situations where payments, credits, debits, or charges between an FBO/SASO and the county are, pursuant to the agreement between the FBO/SASO and the county, based upon information contained in or derived from records and data maintained by the FBO/SASO, the county, by its agent or authorized representative, shall have the right, at reasonable times, to inspect, evaluate, verify, and audit any such records and data of the FBO/SASO as may be related to a proper determination or assessment of such payments, debits, credits, or charges. For the purpose of such audits, inspections, examinations and evaluations, the county's agent or authorized representative shall have access to said records during the term of the agreement and for two years thereafter. If requested by the county, the FBO/SASO shall provide such permissions or authorizations as may be required by third parties for the release of information which is relevant to the county's inquiries.

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



7. The discovery that the FBO/SASO has misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information.
  8. Any action or omission of the FBO/SASO or its principals which adversely affects or may adversely affect the mission of the airport.
  9. The expiration of the initial term or any renewal term of the contract which is not extended or renewed.
- l. In the event of such termination, the FBO/SASO shall immediately if possible, but in no event more than 15 days after the effective date of such termination, peaceably vacate the airport and surrender possession of the premises to the county and shall cease and desist from all business operations at the airport. Should the FBO/SASO fail to make such surrender, the county shall have the right, at once and without any notice to the FBO/SASO, to enter and take full possession of the space occupied by the FBO/SASO at the airport by force or otherwise, and to expel, oust, and remove any and all persons and property that may be found within or upon the premises at the sole expense of the FBO/SASO and without being liable to prosecution or to any claim for damages. Upon such termination by the county, all rights, powers and privileges of the FBO/SASO shall cease, and the FBO/SASO shall make no claim of any kind whatsoever against the county, its agents or representatives by reason of such termination or any act or omission related thereto.
  - m. In addition to all other rights and remedies provided in the Minimum Standards and Rules and Regulations, the county shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce the Minimum Standards and Rules and Regulations, to obtain compliance herewith and to impose the penalties herein provided.
  - n. The airport manager or any authorized agent of the county shall have the right to inspect at any time all airport premises, together with all structures or improvements and all aircraft, equipment, licenses and registrations applicable to the services provided by the FBO/SASO subject to the provisions of Los Alamos County Charter section 912.
  - o. The FBO/SASO shall park and store the aircraft used in its operations and its customers' aircraft only on areas assigned by the county, unless alternate arrangements for such parking or storage are made with another FBO/SASO or the airport manager.

## Section 2 FBO/SASO Minimum Standards

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

### a. Aviation Fuel Sales

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

1. Appropriate grades of aviation fuel.
2. Fuel dispensing equipment, meeting all applicable Federal, State, and local requirements for such equipment, for all types of fuel dispensed.
3. The safe storage and handling of fuel in conformance with all Federal, State, local requirements and fire codes pertaining to safe storage and handling of fuel.
4. The lawful and sanitary handling and timely disposal, away from the airport, of all trash, waste, and other materials including, but not limited to, used oil, solvents, and other waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.
5. Adequate grounding wires that are installed, inspected and continuously maintained at all fueling locations, to eliminate the hazards of static electricity.
6. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes with appropriate inspection records.
7. Clearly delineated instructions on proper use of self-service fuel dispensing equipment.

b. Aircraft Charter

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

1. At least one aircraft that:
  - (a) Meets applicable FAA certification requirements.
  - (b) Meets exclusive use requirements as defined in FAR Part 135.25.
2. One or more properly certificated pilots.
3. Evidence of currency under FAR Part 135 and compliance with all laws and procedures.

c. Aircraft Maintenance and Repair

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

1. In case of airframe and/or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed.
2. Adequate enclosed shop space to house the equipment and adequate equipment and tools, jacks, lifts, and testing equipment to perform overhauls as required for FAA certification and repair of parts not needing replacement on common single engine land and light multi-engine land general aviation aircraft.
3. Sufficient FAA certified mechanics for the work to be performed.
4. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.

d. Aircraft Rental

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

1. Suitable space at the airport for consummating rentals and keeping proper records in connection therewith.
2. Aircraft suitably maintained and certificated with any safety concerns promptly addressed and resolved.
3. Adequate arrangements for servicing the aircraft.
4. Adequate arrangements for parking the aircraft being rented.
5. A properly certified pilot capable of conducting flight checks of prospective renters upon reasonable notice.
6. Proper checklists and operating manuals on all aircraft rented.
7. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes.
8. To the airport manager a current list of all persons authorized to rent aircraft with copies of government photo IDs and pilot licenses.
9. A sign-in/sign-out log maintained at the airport for each aircraft showing all rental activity for that aircraft.

e. Flight Training

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

1. At least one aircraft that:
  - (a) Has a minimum of two seats
  - (b) Is maintained in accordance with Federal Aviation Regulations with any safety concerns promptly addressed and resolved.
  - (c) Is kept in a clean and presentable manner.
  - (d) Is available for training and rental.
  - (e) Has an operable VHF radio.

2. A properly certified flight instructor.
3. Current certificates required by the FAA for flight instruction and continuing ability to meet certification requirements.
4. Adequate facilities or arrangements for parking all its aircraft.

f. Glider / Sailplane Flight Training

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

1. At least one training aircraft that is maintained in accordance with Federal Aviation Regulations and is kept in a clean and presentable manner and has an operable VHF radio.
2. Adequate facilities or arrangements for storing or parking all its aircraft.

Any commercial sailplane operation at the airport shall be evaluated for a period of six (6) months to determine compatibility with the existing aircraft mix and volume of operations. Should this commercial operation create an unsafe environment for the then-existing aircraft traffic or prove to be incompatible with the then-current operations, it shall be re-evaluated and, if deemed necessary by the county, discontinued. A temporary termination of services may be effected if an unsafe operating environment is created by the conducting of glider flight training activity.

g. Aircraft Sales

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

h. Parts and Accessories Sales

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

i. Aircraft Outside Storage

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

j. Avionics Shop

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

1. Have available an FAA certified technician in the field of aircraft electronics and/or aircraft instruments with proper Federal Communications Commission licenses to conduct complete aircraft transmitter, receiver and antenna repair.
2. Lease sufficient space or provide satisfactory arrangements for access to and storage of aircraft on which work is being performed.

**Section 3 Full Service FBO - Minimum Standards**

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

1. Sufficient area to perform as a fixed base operator including, but not limited to, a maintenance hangar, tie-down facilities, paved apron and office space staffed and open to the public during normal working hours.
2. A flight planning area separate from other public areas with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning.
3. A lounge and/or waiting area for passengers.
4. Facilities for safe aircraft storage and towing, hangaring and/or tie-downs of aircraft.
5. Mobile refueling equipment meeting all safety requirements of the insurance company, FAA, and NFPA. This equipment shall have reliable metering devices subject to independent inspection, with a pumping efficiency capable of filling the largest aircraft likely to be serviced within thirty (30) minutes time.

6. Adequate grounding wires at all fueling locations to eliminate the hazards of static electricity.
7. An adequate supply of properly located and functioning fire extinguishers and other precautions and/or equipment required by applicable fire codes.

**Section 4 Requirements for Sub-Lessors**

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

## CHAPTER IV

### GOVERNMENT AGREEMENTS

#### Section 1 Government Use

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

#### Section 2 Leases Subordinate to Government Lease

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

#### Section 3 Disadvantaged Business Enterprise

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



## CHAPTER V

### DUTIES AND PRIVILEGES

#### Section 1 Duties and Privileges of Individual Users

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

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



APPENDIX A

LOS ALAMOS COUNTY, NEW MEXICO

THE BOUNDARY OF  
LOS ALAMOS AIRPORT

IN SECTIONS 13, AND 14  
T. 16 N. AND R. 6 E

