



Sonoma County Airport

Primary Guiding Documents

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1.0. Definitions

1.0.1. Definitions, identified and defined in the Definitions section of these Primary Guiding Document, whenever used in these Primary Guiding Documents, shall be construed as defined therein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

1.0.2. All definitions contained in 49 U.S.C. § 40101 *et seq.* (previously known as the Federal Aviation Act of 1958, hereinafter cited as “FAA Act”) and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

1.1. Statement of Policy

1.1.1. It is the intent of the County of Sonoma (County) to: (1) plan, manage, operate, finance, and develop the Sonoma County Airport (Airport) to ensure the long-term financial health of the Airport and protect and promote the health, safety, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of air carrier and general aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.

1.1.2. As set forth by the Federal Aviation Administration (FAA), by way of its Airport Sponsor Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.

1.2. Governing Body

1.2.1. The Airport is owned and operated by the County of Sonoma, California (County), and governed by and through the Sonoma County Board of Supervisors (Board of Supervisors). The authority to grant the occupancy and commercial use of Airport land or Improvements, the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including these Primary Guiding Documents, is expressly reserved to the Board of

Supervisors or its designated representative.

1.3. Airport Management

1.3.1. The Airport Manager is responsible for the operation, management, maintenance, and security of the Airport and all Airport owned and operated land, Improvements, facilities, Vehicles, and Equipment.

1.3.2. The County has authorized and directed the Airport Manager to:

1.3.2.1. interpret, administer, and enforce Agreements and these Primary Guiding Documents and the authority to permit temporary, short-term occupancy or use of certain Airport land or Improvements; and

1.3.2.2. obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with County under these Primary Guiding Documents.

1.3.3. All official inquiries to the County regarding these Primary Guiding Documents and/or compliance therewith should be directed to the Airport Manager.

1.4. Effective Date

1.4.1. Unless repealed by the County, these Primary Guiding Documents shall be in effect and shall remain in effect from the date of adoption by the County.

1.5. Compliance with Regulatory Measures

1.5.1. All Entities occupying or using Airport land or Improvements, engaging in an Aeronautical Activity on Airport land or Improvements, or developing Airport land or Improvements shall comply, at the entity's expense, with all applicable Regulatory Measures.

1.6. Conflicting Regulatory Measures and Agreements

1.6.1. If a provision of these Primary Guiding Documents is found to be in conflict with any other provision of these Primary Guiding Documents or in conflict with a provision of any Regulatory Measure, the provision that establishes the higher standard (the most stringent or restrictive) shall prevail.

1.6.2. It is not the intent of these Primary Guiding Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure except those specifically repealed by these Primary Guiding Documents.

1.6.3. It is not the intent of these Primary Guiding Documents to excuse any entity from performing any obligation it may have with the County as set forth in any Agreement the entity has with the County, whether such Agreement is in existence on the date of the adoption of these Primary Guiding Documents or entered into at any time thereafter.

1.6.4. No existing or future Agreement, nor any payment or performance required thereunder, shall excuse any entity from full and complete compliance with these Primary Guiding Documents.

1.6.5. Compliance with these Primary Guiding Documents shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have (to the County) under any existing or future Agreement.

1.7. Right to Self-Service

1.7.1. These Primary Guiding Documents will not exercise or grant any right or privilege which operates to prevent any entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own Employees (including, but not limited to, maintenance, repair, and refueling) that it may choose to perform.

1.7.1.1. However, individual Operators may restrict the use of their exclusive Leased Premises and all Aircraft Operators must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

1.8. Prohibited Activities

1.8.1. “Through-the-fence” Activities are prohibited at the Airport.

1.9. Fines

1.9.1. Entities shall have the responsibility to pay any fine or penalty levied against entity, the Airport, the County, the Board of Supervisors, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of entity's failure to comply with any applicable Regulatory Measure.

1.9.1.1. If the fine or penalty is contestable (and contested by the entity), entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

1.10. Severability

1.10.1. If one or more clauses, sections, or provisions of these Primary Guiding Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Primary Guiding Documents.

1.11. Subordination

1.11.1. These Primary Guiding Documents are subject and subordinate to the provisions of any existing or future Agreements between the County and the state of California or the United States pertaining to the operation, management, planning, and development of the Airport.

1.12. Notices, Requests for Approval, Applications, and Other Filings

1.12.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the County and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Operator, or prospective Operator pursuant to these Primary Guiding Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered to the County, Lessee, or Operator at their principal place of business or such other address as may have been provided to the County.

1.13. Amendments

1.13.1. These Primary Guiding Documents supersede and cancel all previous Regulatory Measures adopted by the County pertaining to the occupancy or use of Airport land or Improvements, engaging in Aeronautical Activity(s) on Airport land or Improvements, or developing Airport land or Improvements.

1.13.2. These Primary Guiding Documents may be supplemented, amended, or modified by the County from time to time and in such a manner and to such extent as is deemed appropriate by the County.

1.13.3. The County may issue special rules, regulations, notices, memorandums, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate by the County.

1.13.4. The County shall provide for public notification of pending amendments to these Primary Guiding Documents in order to provide the opportunity for public comment and input by Operators, Lessees, consumers, users, and the community.

1.14. Variance or Exemption

1.14.1. A special variance or exemption may be obtained from the County provided that the variance or exemption is petitioned for in writing and that permission for the variance or exemption is obtained in writing from the County.

1.14.1.1. Each variance or exemption shall be petitioned separately.

1.14.2. Requests for special variance or exemption must state definitively the Primary Guiding Document and the provision for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason or rationale for the proposed variance or exemption, and identify the duration of the proposed variance or exemption.

1.14.3. The County has the right to approve variances to these Primary Guiding Documents when a specific clause, section, or provision does not seem justified in a particular case because of special conditions and unique circumstances.

1.14.4. Any variance or exemption approved by the County shall apply only to the special conditions or unique circumstances of the particular case under which the variance or exemption is granted and shall not serve to amend, modify, or alter the Primary Guiding Documents.

1.14.5. When a specific product, service, and/or facility is not currently being provided at the Airport, the County may enter into an Agreement with a Fuel Operator or SASO with terms and conditions that are less than those outlined in these Primary Guiding Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.

1.15. Enforcement

1.15.1. The County shall be responsible for enforcement of these Primary Guiding Documents.

1.15.1.1. The Airport Manager is empowered to require compliance with and enforce these Primary Guiding Documents.

1.15.2. Any entity who violates these Primary Guiding Documents or any other rule, regulation, notice, memorandum, order, or directive issued by the Airport Manager may be cited and/or removed from the Airport, denied the use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the County including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.

1.15.3. Any entity failing to comply with these Primary Guiding Documents shall be guilty of a violation of law in accordance with Ordinance 971, dated May 27, 1966, of County of Sonoma, California.

1.15.4. In the event Operator, Lessee, or other authorized user fails to comply with these Primary Guiding Documents, the County shall send a written statement of violation to the such entity at its last known address. The entity shall have 10 days within which to provide a statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected. The County, in its own discretion, has the right to revoke the entity's privileges at the Airport or may suspend the operations for such period of time as it deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered in renewing the entity's application. The entity shall pay for any costs incurred by the Airport, including but not limited to attorney fees, under this paragraph.

1.15.5. Violation of these Primary Guiding Documents may also or alternatively result in revocation of Apron access or use privileges, termination of any Agreement, denial of use of the Airport, and/or prosecution under the applicable Regulatory Measure.

1.15.6. Any person denied use of the Airport due to a violation of these Primary Guiding Documents may only use the Airport for the purpose of enplaning or deplaning (as a passenger) Aircraft using the Airport.

1.15.7. Parties aggrieved by a decision of the Airport Manager or County may appeal (in writing) such decision to the Board of Supervisors within 10 days after such decision is issued.

1.15.8. The decision of the Board of Supervisors on such appeal shall be final.

A & P Mechanic, A person who holds an aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Abandoned, As applied to Property left at the Airport, means that it has been left on the Airport for 48 hours without the owner moving or claiming it.

Abandoned Vehicle, Any Vehicle that has remained stationary on the Airport in excess of 72 hours and is in a condition that would render the Vehicle undrivable, including expired license plates, missing (or flat) tire, and/or broken window.

Accident, A collision or other contact between any part of an Aircraft, Vehicle, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emerging from a moving Aircraft or Vehicle by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following Activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other Activities which, in the sole judgement of the Airport, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For all purposes of the Primary Guiding Documents, all products and services described herein are deemed to be "Aeronautical Activities".

Affiliate, Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. "Control" for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

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Agency, Any federal, state, or local governmental entity, unit, agency organization, or authority.

Agreement, A written contract, executed by both parties, and enforceable by law between the County and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite

the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

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Air Operations Area (AOA), Any area of the Airport used or intended to be used for landing, takeoff, or surface maneuvering of Aircraft.

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ATC (or “Air Traffic Control”), A service operated by appropriate authority to promote the safe, orderly, and expeditious flow of air traffic.

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Aircraft, Any contrivance now known or hereafter invented, used, or designed for navigation of, or flight in air or space. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, sailplanes, amphibians, and seaplanes.

Aircraft Design Group, A grouping of aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet.

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Maintenance, The repair, maintenance, alteration, preservation, and/or inspection of Aircraft (including the replacement of parts). Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of Aircraft and their accessories.

Aircraft Operator, The owner of any Aircraft or any person who has rented or leased such an Aircraft for the purpose of operation by himself or his own agents, or any person operating an Aircraft.

Airport, The Sonoma County Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant and sponsor assurance) and as it may hereinafter be extended, enlarged, or modified.

Airport Manager, The individual charged with the duty to manage, supervise, control, and protect the Airport or his duly authorized representative, or other official (individual) as may be designated by the County.

Airport Roadway, Those vehicular ways on the Airport designated and made available by the Airport as ways to which the public has the right of access.

ALP (or "Airport Layout Plan"), The currently approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Applicant (or "Proposed Operator"), An entity desiring to use land and/or improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Apron, The paved area where Aircraft can be parked and tied down.

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Association, an entity legally formed and recognized under the laws of the state of California having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

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Commercial Activity, Any activity (including Aeronautical Activities) conducted at or out of the Airport by any entity in which any product or service is exchanged for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

Commercial Operator, An entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.

County, County of Sonoma, California, governed by and through the County Board of Supervisors. County includes County management and staff for those Airport responsibilities delegated by and through the County Board of Supervisors.

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Courtesy Vehicle, Those Vehicles which carries persons between the Airport and off-Airport businesses, such as hotels, motels, or other attractions for which the passenger pays no direct charge.

Cruising, The operation of a Vehicle at the Airport in search of, or soliciting prospective passengers for hire.

Development Guidelines, The parameters governing the design, construction, and/or modification of Operator or Lessee facilities at the Airport.

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Emergency Vehicle, Vehicle of the police or fire department, ambulance or any Vehicle conveying an Airport official or Airport employee in response to an official emergency call.

Employees, Any individual employed by an entity where by said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and medicare) or which is contracted for through a temporary employment agency.

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Equipment, All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or preventing 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, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

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FAA (or "Federal Aviation Administration"), The division established in 1967 within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

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FAR (“Federal Aviation Regulation”), Regulations established by the FAA which govern the operation of aircraft, airways, and airmen. Compliance with FARs is mandatory. In 1996, all references to the FARs were changed to “14 CFR” (Title 14 of the Code of Federal Regulations).

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FBO (or "Fixed Base Operator"), An entity that is authorized and required by Agreement with the Airport to provide to the public, at a minimum, the following Activities at the Airport:

- A. Sale of Aviation Fuels and Lubricants
- B. Ancillary Aircraft Ground Services and Support
- C. Tiedown, Hangar, and Parking
- D. Aircraft Maintenance

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Flight Training, Any use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

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Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft or Vehicles.

Fuel Handling, The transporting, delivering, fueling, or draining of Fuel or Fuel waste products.

General Aviation, All aviation with exception of air carriers (including cargo) and government. General aviation Aircraft are utilized for commercial and non-commercial purposes including business/corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Hazardous Materials, Any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes, toxic wastes or substances or any other wastes, material or pollutants which pose a hazard to the health and safety of the owners, occupants or any person on (or entering) the Premises or properties adjacent to it and/or cause the Property to be in violation of any Regulatory Measure.

Immediately, The ability to occupy premises leased from the Airport and offer products, services, and/or facilities (to the public) as of the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from

Sonoma County, California for the proposed facilities within 12 months following receipt of possession of the leased premises.

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Improvements, All buildings, structures, and facilities including pavement, concrete, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

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Infrastructure, Runways, taxiways, aprons, nav aids, roadways, and utilities.

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Instructor, Any individual giving or offering to give instruction in the operation, construction, repair, or maintenance of Aircraft, Aircraft powerplants, and accessories, including the repair, parking, and maintenance of parachutes.

Leased Premises, The land and/or improvements used exclusively by Operator for the conduct of Operator's Activities regardless of whether the interest in land is an estate for years or a usufruct.

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Lessee, An entity that has entered into an Agreement with the Airport to occupy, use, and/or develop land and/or improvements and engage in Aeronautical Activities regardless of whether the interest in land is an estate for years or a usufruct.

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Limousine, A Vehicle for hire that is not configured with a taximeter, which charges unmetered predetermined rates.

Loitering, Unable to give satisfactory explanation of his presence.

Master Plan, An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Airport, a copy of which is on file and available for inspection in the Airport Manager's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport.

Movement Area, The runways, taxiways, and other areas of the Airport that are used for the taxiing, takeoff, and landing of aircraft, exclusive of Aprons and Taxilanes. Control of such traffic within these areas is under the jurisdiction of the ATC.

Multiple Lessee Facility, A facility managed by the County and leased to multiple Lessees.

Multiple Activity Operator, An Operator that engages in more than one Activity at the Airport.

NFPA, National Fire Protection Association.

Non-Commercial Operator, An entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the Non-Commercial Operator neither offers nor engages in Commercial Aeronautical Activities.

Non-Exclusive Use or Common Areas, The land and/or improvements at the Airport that are available for use on a non-exclusive basis.

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Official Vehicle, Crash fire rescue, ambulance, police, security, maintenance, FAA and others specifically authorized by the Airport Manager.

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Operator (as used in Lease/Rates and Charges Policy and Minimum Standards), An entity that has entered into an Agreement with the Airport to engage in Aeronautical Activities (Commercial or Non-Commercial).

Park, The standing of an Aircraft or Vehicle, whether occupied or not, otherwise than very briefly (no more than 10 minutes) for the purpose of and while actually engaged in loading or unloading of Property of passengers.

Permission, A right or approval granted by the Airport Manager.

Property, anything that is owned by an entity. Property is divided into two types: "real property," which

is any interest in land, real estate, growing plants or the improvements on it, and "personal property", which is everything else.

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Public Area ("or Common Area"), those areas of the Airport open for public thoroughfare, gathering, waiting, and/or viewing, and in which access is not restricted by federal and Airport regulations.

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Public Safety Officer, Law enforcement officers of Sonoma County, California, or any other federal, state, or local government Agency.

Primary Guiding Documents, a compilation of policy documents adopted by the Airport including General (Umbrella) Provisions, Lease/Rates and Charges Policy, Minimum Standards, Rules and Regulations, Development Guidelines, and associated Definitions.

Private Vehicle, Any Vehicle operated for transportation of persons or baggage who are not customers of the Vehicle Operator, and no revenue is being derived from the transportation either directly or indirectly.

Readily Available Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle, Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.

Regulatory Measures, Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, these Primary Guiding Documents; all as may be in effect and amended from time to time.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Restricted Area, Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel only pursuant to federal and Airport regulations.

Rules and Regulations, The rules and regulations as set forth in the Sonoma County Airport Rules and Regulations.

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Runup, Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

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SASO (or “Specialized Aviation Service Operator”), A Commercial Operator that provides Activities not listed under the definition of a Fixed Base Operator. These may include any one or a combination of the following:

- A. Aircraft Maintenance
- B. Avionics or Instrument
- C. Aircraft Rental/Flying Club/Flight Training
- D. Aircraft Charter/Air Taxi
- E. Aircraft Sales
- F. Commercial Hangar

Scheduled Air Carrier, Any entity engaged in the operation of any Aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, whose operation is either intrastate and interstate and in compliance with all of the federal regulations governing or pertaining to the operation of the same.

Security Identification Display Area (“SIDA”), An area of the Airport identified in the Airport Security Program, a copy of which is on file and available for inspection in the Airport Manager’s office, as requiring each person to continuously display on their outermost garment, an airport approved identification medium unless under airport-approved escort.

Sublease, An Agreement entered into by an entity with an Operator that transfers rights or interests in the Operator’s leased premises and is enforceable by law, regardless of whether the interest in land is an estate for years or a usufruct.

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Sublessee, An entity that has entered into a sublease with an Operator who is authorized to engage in Commercial Aeronautical Activities at the Airport.

Taxilane, The portion of the Aircraft parking area used for access between taxiways and Aprons and is not under FAA ATCT control.

Taxiway, A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway) and is under ATC control.

Temporary (or “Mobile”) Structure, A structure that has no permanent foundation and/or is capable of moving or being moved from place to place. This would include modular buildings constructed offsite.

Terminal, The passenger terminal building at the Airport.

Tiedown, An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.

Through-the-Fence, The right to have direct access to the Airport from private property located contiguous to the Airport. Through-the-fence Operators, while being located off Airport property, have access to the Airport’s runway and taxiway system.

Touch-and-Go, The act of landing an Aircraft on a runway and immediately taking off in the same direction on that runway instead of landing and coming to a full stop on the runway before proceeding on a taxiway to a parking location or to another runway.

Transient Parking, The parking of Aircraft not normally based at the Airport in an area specifically set aside by the Airport for this purpose.

Ultralight Vehicle, Any contrivance used for flight that is propelled by an engine, weights less than 254 pounds, has a top speed of less than 55 knots calibrated airspeed, and has a power-off stall speed of less than 24 knots calibrated airspeed.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.

Vehicle Service Road, That portion of the AOA specifically designated and appropriately marked for the movement of authorized vehicles.

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1. INTRODUCTION

1.1. Purpose and Scope

1.1.1. The purpose of these Minimum Standards is to (1) encourage the provision of high quality products, services, and facilities to Airport users, (2) encourage the development of quality Improvements at the Airport; (3) promote safety, (4) promote the economic health of Airport businesses, and (5) promote the orderly development of Airport property. To this end, all entities desiring to engage in Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to these Minimum Standards.

1.1.2. These Minimum Standards specify the standards and requirements that shall be met by any entity desiring to engage in one or more Aeronautical Activities at the Airport. The Minimum Standards are not intended to be all-inclusive.

1.1.3. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the County. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the County's discretion, meet these Minimum Standards.

1.1.4. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such Activities and incorporated into the Operator's Agreement.

1.1.5. While Specialized Aviation Service Operators (SASO) are encouraged to be subtenants of Fuel Operators, SASOs may sublease Improvements from another SASO or lease land and/or Improvements from the County.

1.2. General (Umbrella) Provisions

1.2.1. These Minimum Standards include all provisions provided in the General (Umbrella) Provisions.

1.3. Applicability

1.3.1. These Minimum Standards shall apply to any new Agreement or any extension of the term of an existing Agreement relating to the occupancy or use of Airport land or Improvements for Aeronautical Activities. If an entity desires, under the terms of an existing Agreement, to materially change its Aeronautical Activities, the County shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.

1.3.2. These Minimum Standards are not retroactive except as provided for in a prior Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement. [must be reconciled with Umbrella provision]

1.3.3. These Minimum Standards shall not be deemed to modify any existing Agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the County from entering into or enforcing an Agreement that requires an entity to exceed these Minimum Standards.

2. GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall comply with the requirements of this section as well as the minimum standards applicable to the specific Activities set forth in subsequent sections.

2.1. Experience/Capability

2.1.1. Operator shall, in the judgment of the County, demonstrate the capability of providing the proposed products, services, and facilities and engaging in these Activities in a good and workmanlike manner.

2.1.2. Operator shall, in the judgment of the County, demonstrate the financial responsibility and capability to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ proper level of personnel; and engage in the Activity in a manner that will provide an outcome of customer service excellence.

2.2. Agreement/Approval

2.2.1. No entity shall engage in an Activity unless the entity has a lease agreement or Permit (Agreement) with the County authorizing such Activity or the entity has received written approval from the County to sublease land or Improvements from an authorized Operator and conduct the Activity at the Airport.

2.2.2. An Agreement shall not reduce or limit Operator's obligations with respect to these Minimum Standards.

2.2.3. Operator shall comply with all the provisions of the Agreement between Operator and the County.

2.2.4. Activities shall not be conducted from the Leased Premises unless the entity has received prior written approval from County.

2.3. Payment of Rents, Fees, and Charges

2.3.1. Operator shall pay the rents, fees, or other charges specified by the County for leasing or using land or Improvements or engaging in Activities.

2.3.2. No Operator shall be permitted to engage in Activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the County under any and all Agreements Operator has with the County.

2.3.3. Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the County shall, in the counties discretion, be grounds for revocation of the Agreement or approval authorizing the occupancy or use of land or Improvements or the conduct of Activities at the Airport.

2.4. Leased Premises

2.4.1. Operator shall lease or sublease sufficient land and lease, sublease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.

2.4.1.1. Leased Premises that are used for Commercial purposes and require public access shall have direct public streetside access.

2.4.2. Operators providing rotary wing Aircraft parking must follow AC150/5390-2A in the design of the Apron to be utilized for rotary wing Aircraft parking.

2.5. Facility Maintenance

2.5.1. Operator shall maintain the Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed Equipment and utility services, and security lighting) in a clean, neat, and orderly condition.

2.5.2. Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the Improvements in good, clean, neat, and orderly condition, normal wear and tear excepted.

2.5.3. Operator shall replace in like kind any Property damaged by its Employees, patrons, subtenants, contractors, etc., or Operator's Activities.

2.6. Products, Services, and Facilities

2.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all users of the Airport.

2.6.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility, provided that, Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

2.6.3. Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar leaseholds in like markets.

2.7. Non-Discrimination

2.7.1. Operator shall not discriminate against any person or class of persons by reason of race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap, marital status, domestic partner status, or medical condition in providing any products or services or in the use of any of its facilities provided for the public, in any manner prohibited by applicable Regulatory Measures.

2.8. Licenses, Permits, Certifications, and Ratings

2.8.1. Operator (and/or Operator's personnel) shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the County or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the County within 10 business days.

2.9. Personnel

2.9.1. Operator shall have in its employ, on duty, and on premises during operating hours, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a courteous, prompt, safe, and efficient manner.

2.9.2. Operator shall provide a responsible person to supervise Activities and such personnel shall be authorized to represent and act for and on behalf of Operator during all hours of Activities. When responsible person is not on the Leased Premises, individual shall be immediately available by telephone or pager.

2.10. Equipment

2.10.1. All required Equipment must be fully operational and functional at all times.

2.11. Insurance

2.11.1. Operator shall procure and maintain, during the term of an Agreement, insurance policies required by law and the types and minimum limits set forth in Attachment A of these Minimum Standards for each Activity. The insurance company or companies underwriting the required policies shall have an A+15 Best rating and be admitted to write such insurance in the state of California or be approved in writing by the County.

2.11.1.1. When coverages or limits set forth in Attachment A are not commercially available, appropriate replacement coverages or limits must be approved by the County.

2.11.2. When Operator engages in more than one Activity (or engages in an Activity that does not fall within the categories designated in these Minimum Standards), the minimum limits may vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the County.

2.11.3. All insurance, which Operator is required by the County to carry and keep in force, shall name the County of Sonoma, Sonoma County Airport, and the County of Sonoma Board of Supervisors, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.

2.11.4. Liability policies shall contain, or be endorsed to contain, the following provisions:

2.11.4.1. “The County of Sonoma is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured.”

2.11.4.2. “The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”

2.11.4.3. “The insurance provided herein is primary coverage to the County of Sonoma with respect to any policy of insurance or self-insurance programs maintained by the County. No insurance held or owned by the County shall be called upon to contribute to a loss.”

2.11.4.4. “This policy shall not be canceled or materially changed without first giving the County of Sonoma thirty (30) days’ notice.

2.11.5. Certificates of Insurance for the insurance required by law and set forth by these Minimum Standards for each Activity shall be delivered to the County upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the County throughout the term of the Agreement.

2.11.6. The limits stipulated herein for each Activity represents the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.

2.11.7. Any self-insured Operator shall furnish evidence of such self-insurance and shall hold County of Sonoma, Sonoma County Airport, and the County of Sonoma Board of Supervisors harmless in the event of any claims or litigation arising out of its Activities at the Airport. Such evidence shall be reviewed and approved in writing by the County.

2.11.8. Operator shall, at its sole expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the County.

2.11.9. Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the County.

2.12. Indemnification and Hold Harmless

2.12.1. Operator will indemnify, hold harmless and defend County, its agents and employees, from and against any all actions, claims, damages, disabilities or expenses including, without limitation, attorney's fees, witness costs and court costs that may be asserted by any person or entity, including Operator, arising out of or in connection with any of the following circumstances:

2.12.1.1. Use of Leased Premises. Use of the Leased Premises or Airport in any manner by Operator, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Operators and subtenants, including any use of the Leased Premises or the Airport not allowed under Operator's Agreement.

2.12.1.2. Breach by Tenant. Any breach by Operator of the terms, covenants or conditions of Operator's Agreement.

2.12.1.3. Approval of Lease or Permit. Any action, claim, damage, or expense arising out the County's approval of Operator's Agreement or any permit issued in connection with the construction of Operator's Improvements.

2.12.1.4. Other Activities. Any other activities of Operator, its agents, employees, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Operator or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.12.2. County, its officers, agents, and employees, shall not be liable to Operator for any loss or damage to Operator or Operator's property from any cause. Operator expressly waives all claims against County, its officers, agents, and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees.

2.13. Taxes

2.13.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency associated with Operator's Leased Premises (land and/or Improvements), Operator's Improvements on Leased Premises, and/or Operator's Activities.

2.14. Multiple Activities

2.14.1. When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative.

3. FUEL OPERATOR

3.1. Definition

3.1.1. A Fuel Operator is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including, at a minimum, aviation fuels and lubricants; ground services and support; Tiedown, hangar, and parking; and Aircraft Maintenance.

3.1.2. In addition to the General Requirements set forth in Section 2, each Fuel Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 3.

3.2. Scope of Activity

3.2.1. Unless otherwise noted, all products and services must be provided by Operator's employees using Operator's Vehicles and Equipment.

3.2.2. Operator's products and services shall include, at a minimum, the following:

3.2.2.1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):

3.2.2.1.1. Operator shall be capable of delivering and dispensing Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.

3.2.2.1.2. Operator shall be capable of providing a response time not to exceed 15 minutes during required hours of activity.

3.2.2.2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities

3.2.2.2.1. Baggage handling

3.2.2.2.2. Aircraft marshalling and towing

3.2.2.2.3. Oxygen, nitrogen, and compressed air services

3.2.2.2.4. Ground power

3.2.2.2.5. Aircraft cleaning services

3.2.2.3. Aircraft Maintenance

3.2.2.3.1. Fuel Operator shall be able to provide and assist with routine (minor) Aircraft line maintenance (i.e., including preventative maintenance as defined in 14 CFR Part 43, Appendix A and excluding maintenance associated with 50 hour, 100 hour, annual inspections, major alteration, and major repair) on the airframe, powerplants, and associated systems of General Aviation Aircraft up to 12,500 pounds Maximum Takeoff Weight (MTOW).

3.2.2.3.2. Operator shall provide Aircraft airframe and powerplant maintenance services to Group I and Group II piston Aircraft including, but not limited to, 50 hour, 100 hour, and annual inspections (and associated repairs).

3.3. Leased Premises

3.3.1. Operator shall have adequate land, Apron/Paved Tiedown, facilities (hangars, terminal, maintenance, and fuel storage), and Vehicle parking to accommodate all Activities of Operator and all approved Sublessees, but not less than the following:

3.3.1.1. Contiguous Land – three (3) acres (130,680 square feet), upon which all required Improvements including Apron, Vehicle parking, roadway access, landscaping, and all facilities (excluding the fuel storage facility) shall be located.

3.3.1.2. Apron/Paved Tiedown – approximately one (1) acre (43,560 square feet), with sufficient weight bearing capacity and adequate Paved Tiedown to accommodate the number, type, and size of based and transient Aircraft requiring Tiedown space at the Operator's Leased Premises.

3.3.1.3. Facilities – 14,800 square feet (total) consisting of the following:

3.3.1.3.1. Terminal space – 4,000 square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public telephones, and restrooms and adequate space for employee offices, work areas, and storage.

3.3.1.3.2. Maintenance area – 800 square feet to include adequate space for employee offices, work areas, and storage.

3.3.1.3.3. Hangar space – 10,000 square feet.

At least 3,000 square feet shall be dedicated to the provision of Aircraft Maintenance.

3.3.1.4. Vehicle Parking

3.3.1.4.1. Vehicle Parking shall be in close proximity to Operator's main facility and sufficient to accommodate Operator and tenant customers, passengers, and employees on a daily basis.

3.4. Fuel Storage

3.4.1. Operator shall construct or install and maintain an on-Airport fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the County.

3.4.2. Fuel storage facility shall have total capacity for three days' supply of aviation fuel for Aircraft being serviced by Operator. In no event shall the total storage capacity be less than:

3.4.2.1. 10,000 gallons for Jet fuel storage

3.4.2.2. 10,000 gallons for Avgas storage

3.4.3. Operator shall, at its sole expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar improvements on the Airport.

3.4.4. Operator shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.

3.4.4.1. Fuel suppliers utilized by Operator must have a current and executed Non-Exclusive Revocable Fuel Delivery Permit on file with the County.

3.4.5. Operator shall have an approved written Spill Prevention Contingency and Control Plan ("SPCC Plan") that meets Regulatory Measures for fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 days prior to commencing operations.

3.4.6. Operator shall be liable and indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

3.4.7. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of Operator.

3.4.8. Operator shall maintain current fuel reports on file, including total gallons of fuel received, delivered, and/or sold by type, and make such reports available for auditing with proper advance written notification, during normal business hours by the Airport Manager.

3.5. Fueling Equipment

3.5.1. Operator shall have two operating and fully functional Jet Fuel refueling Vehicles having a capacity of 750 gallons.

3.5.1.1. If there is more than one Fuel Operator at the Airport, Operator may have only one operating and fully functional Jet Fuel refueling Vehicle.

3.5.2. Operator shall have two operating and fully functional Avgas refueling Vehicle having a capacity of 750 gallons.

3.5.2.1. If there is more than one Fuel Operator at the Airport, Operator may have only one operating and fully functional Avgas refueling Vehicle.

3.5.2.2. A fixed Avgas refueling (self-service) system can be substituted for an Avgas refueling Vehicle.

3.5.3. Aircraft refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One refueling Vehicle dispensing Jet fuel shall have over-the-wing and single point Aircraft servicing capability. All refueling Vehicles shall be bottom loaded.

3.5.4. Each refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:

3.5.4.1. These Minimum Standards and all other applicable Regulatory Measures:

3.5.4.2. State of California Fire Code and local Fire District;

3.5.4.3. National Fire Protection Association (NFPA) Codes;

3.5.4.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".

3.5.4.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

3.6. Equipment

3.6.1. Operator shall have adequate Equipment for recharging or energizing discharged Aircraft batteries.

3.6.2. Operator shall have one Aircraft tug (and tow bars) having a rated draw bar capacity sufficient to meet the towing requirement of the Aircraft normally frequenting the fuel operator

3.6.3. Operator shall have spill kits.

3.6.4. Operator shall have adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at fuel storage facilities, and on all grounding handling and refueling Vehicles.

3.6.5. Operator shall have all Equipment necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications.

3.7. Personnel

3.7.1. Operator shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." Operator's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. Operator's SOP

shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling Vehicles. Operator's SOP shall be submitted to the County no later than 30 days before the Operator commences Activities at the Airport. Inspections shall be conducted by the County on a periodic basis to ensure compliance.

3.7.2. Operator shall have one properly trained and qualified employee, on each shift, providing Aircraft fueling, parking, and ground services support.

3.7.3. Operator shall have one properly trained and qualified employee, on each shift (except from the hours of 8:00 PM to 6:00 AM), to provide customer service and support.

3.7.4. Operator shall have one FAA licensed Airframe and Powerplant mechanic employed by Operator and properly trained and qualified to perform Aircraft Maintenance on Aircraft frequenting the Airport shall be on-duty and on-premises for at least eight hours during Operator's hours of activity, five days a week.

3.8. Hours of Activity

3.8.1. Aircraft fueling and lubricants and passenger, crew, and aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of the public for this Activity seven days a week (including holidays) from 6:00 AM to 8:00 PM. These services shall be available after hours, on-call, with response time not to exceed 60 minutes.

3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 60 minutes.

3.9. Aircraft Removal

3.9.1. Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, the Operator shall be prepared to lend assistance within 30 minutes in order to maintain the operational readiness of the Airport.

3.10. Insurance

3.10.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.1. Definition

4.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.

4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 4.

4.1.3. A entity desiring to sell fuel shall comply with the Minimum Standards set forth in Section 3, Fuel Operator.

4.2. Leased Premises (Lessee of Stand Alone Facility or Land for Development)

4.2.1. Operator engaging in this Activity whom is a Lessee of a stand alone facility or a Lessee of land for development shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

Contiguous Land – one-quarter acre (10,890) upon which all required Improvements including Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located, in an area designated in the airport master plan as approved for commercial use. Permanente structures shall not occupy more than 50% of the leased property. The contiguous land requirement only applies if the operator is proposing the construction of new facilities, and does not apply to existing facilities on the airport.

4.2.1.1. Apron area shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.

4.2.1.2. Facilities shall include customer, administrative, maintenance, and hangar areas

4.2.1.2.1. Hangar area shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.

4.2.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

4.3. Leased Premises (Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activity Operator)

4.3.1. Operator engaging in this Activity whom is either a Lessee in a Multiple Lessee Facility, a Sublessee, or a Multiple Activity Operator shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

4.3.1.1. Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.

4.3.1.2. Facilities shall include customer, administrative, maintenance, areas and hangar areas with total square footage of.

4.3.1.2.1. Customer area: Operator's customers shall have access to a customer lounge (if necessary) and restrooms.

4.3.1.2.2. Administrative and Maintenance area shall be adequate space for employee offices, work areas, shop areas, and storage.

4.3.1.2.3. Hangar area shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.

4.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

4.4. Aircraft Painting

4.4.1. Operator desiring to offer Aircraft painting services shall provide a separate enclosed painting area of sufficient size to accommodate the largest Aircraft serviced. Such facility shall meet all applicable Regulatory Measures.

4.5. Licenses and Certification

4.5.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

4.6. Personnel

4.6.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance and meet the reasonable demands of the public for this Activity.

4.7. Equipment

4.7.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts for the type of Aircraft maintenance provided.

4.8. Hours of Activity

4.8.1. Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity.

4.9. Insurance

4.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

5.1. Definition

5.1.1. An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).

5.1.2. In addition to the General Requirements set forth in Section 2, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 5.

5.2. Leased Premises (Lessee of Stand Alone Facility or Land for Development)

5.2.1. Operator engaging in this Activity whom is a Lessee of a stand alone facility or a Lessee of land for development shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

5.2.1.1. For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimums are as follows:

5.2.1.1.1. Contiguous Land – Adequate land upon which all required Improvements including Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.

5.2.1.1.2. Facilities - Customer, administrative, and maintenance areas t to include adequate space for customer lounge (if required), restrooms, employee offices, work areas, shop areas, and storage.

5.2.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the following additional minimums, are as follows:

5.2.1.2.1. Contiguous Land – One-quarter acre (10,890 sq. feet) and Hangar area shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft undergoing Avionics or Instrument removal or replacement in an area designated in the airport master plan as approved for commercial use. Permanente structures cannot occupy more than 50% of the leased property. The contiguous land requirement only applies if the operator is proposing the construction of new facilities, and does not apply to existing facilities on the airport. Permanente structures upon the land shall not exceed 50 percent of the leased square footage.

5.2.1.3. If a hangar is required or if an Operator has constructed a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways,. If a hangar is not required, Apron shall be adequate to accommodate the movement and parking of customer Aircraft.

5.2.2. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

5.3. Leased Premises (Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activity Operator)

5.3.1. Operator engaging in this Activity whom is either a Lessee in a Multiple Lessee Facility, a Sublessee, or a Multiple Activity Operator shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

5.3.1.1. For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimums are as follows:

5.3.1.1.1. Facilities - Administrative and Maintenance area shall be at least 600 square feet to include adequate space for employee offices, work areas, shop areas, and storage. Operator's customers shall have access to a customer lounge (if necessary) and restrooms.

5.3.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being provided), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

5.3.1.2.1. Hangar area shall be at least 3,000 square feet or large enough to accommodate the largest Aircraft undergoing Avionics or Instrument removal or replacement, whichever is greater.

5.3.2. Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and/or parking of customer Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.

5.3.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

5.4. Licenses and Certifications

5.4.1. Operator shall be properly certificated as an FAA Repair Station.

5.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

5.5. Personnel

5.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity and to meet the reasonable demands of the public seeking such services.

5.6. Equipment

5.6.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

5.7. Hours of Activity

5.7.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this.

5.8. Insurance

5.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

6. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

6.1. Definitions

6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.

6.1.2. A Flying Club Operator is an entity engaged in owning Aircraft and making such Aircraft available for use by its members where membership is available to the general public.

6.1.2.1. A Private Flying Club is an entity that is legally formed as a non-profit entity with the State of California, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).

6.1.3. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.

6.1.4. In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Flying Club, or Flight Training Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 6.

6.2. Private Flying Clubs

6.2.1. Private Flying Clubs shall not be required to meet the minimum standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.

6.2.2. No member of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members unless such member is an authorized Operator with the County.

6.2.3. No entity shall use Private Flying Club Aircraft in exchange for compensation.

6.2.4. Each Private Flying Club member must have an ownership interest in Private Flying Club.

6.3. Leased Premises (Lessee of Stand Alone Facility or Land for Development)

6.3.1. Operator engaging in this Activity whom is a Lessee of a stand alone facility or a Lessee of land for development shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

6.3.1.1. Contiguous Land – One quarter acre (10,890 Sq. feet) upon which all required Improvements including Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located, in an area designated in the airport master plan as approved for commercial use. Permanente structures cannot occupy more than 50% of the leased property. The contiguous land requirement only applies if the operator is proposing the construction of new facilities, and does not apply to existing facilities on the airport.

6.3.1.2. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.

6.3.1.2.1. If Operator constructs or has a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways,.

6.3.1.2.2. If Operator utilizes a hangar large enough for the storage of Operator's entire fleet based at the Airport, no paved Tiedowns will be required.

6.3.1.3. Facilities – Customer and administrative areas shall be at least 400 square feet to include adequate space for customer lounge, class/training rooms, restrooms, employee offices, work areas, and storage.

6.3.1.3.1. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 500 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and at least 3,000 square feet of hangar space or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.

6.3.1.3.2. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

6.3.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

6.4. Leased Premises (Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activity Operator)

6.4.1. Operator engaging in this Activity whom is either a Lessee in a Multiple Lessee Facility, a Sublessee, or a Multiple Activity Operator shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

6.4.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport at the Airport.

6.4.1.2. Facilities – Customer and administrative areas shall be at least 400 square feet to include adequate space for class/training rooms, employee offices, work areas, and storage.

6.4.1.2.1. Operator's customers shall have reasonable access to a customer lounge and restroom if these facilities are not provided within Operator's Leased Premises.

6.4.1.2.2. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 500 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and hangar space large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport.

6.4.1.2.3. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

6.4.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

6.5. Licenses and Certifications

6.5.1. Personnel performing Aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings for the Aircraft being utilized and/or flight training being provided.

6.6. Personnel

6.6.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or flight training and to meet the reasonable demands of the public/members seeking such services.

6.7. Equipment

6.7.1. Operator shall have available for rental or use in flight training, either owned by or under written lease to Operator and under the exclusive control of Operator, no less than four properly certified and currently airworthy Aircraft, at least one of which shall be equipped for and fully capable of flight under instrument conditions and one of which shall be a four-place aircraft.

6.8. Hours of Activity

6.8.1. An Aircraft Rental Operator and a Flight Training Operator services shall be available to meet the reasonable demands of the public for this Activity.

6.9. Insurance

6.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements

7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.1. Definition

7.1.1. An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.

7.1.2. An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management including, but not limited to, aircraft storage, flight dispatch, flight crews, or aircraft maintenance coordination to the general public.

7.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 7.

7.2. Leased Premises (Lessee of Stand Alone Facility or Land for Development)

7.2.1. Operator engaging in this Activity whom is a Lessee of a stand alone facility or a Lessee of land for development shall have adequate land, Apron/Paved Tiedown, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

7.2.1.1. Contiguous Land – one quarter acre (10,890 sq. feet) upon which all required Improvements including Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located, in an area designated in the airport master plan as approved for commercial use. Permanente structures cannot occupy more than 50% of the leased property. The contiguous land requirement only applies if the operator is proposing the construction of new facilities, and does not apply to existing facilities on the airport.

7.2.1.2. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.

7.2.1.2.1. If Operator constructs or has a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.

7.2.1.2.2. If Operator utilizes a hangar large enough for the storage of Operator's entire fleet based at the Airport, no paved Tiedowns will be required.

7.2.1.3. Facilities – Customer and administrative areas shall be adequate space for customer lounge, restrooms, employee offices, work areas, and storage.

7.2.1.3.1. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 500 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and at least 3,000 square feet of hangar space or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.

7.2.1.3.2. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

7.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

7.3. Leased Premises (Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activity Operator)

7.3.1. Operator engaging in this Activity whom is either a Lessee in a Multiple Lessee Facility, a Sublessee, or a Multiple Activity Operator shall have adequate Apron/Paved Tiedown, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

7.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.

7.3.1.1.1. If Operator utilizes a hangar large enough for the storage of Operator's entire fleet based at the Airport, no Apron/Paved Tiedowns will be required.

7.3.1.2. Facilities – Customer and administrative areas shall be at least 400 square feet to include adequate space for customer lounge, employee offices, work areas, and storage.

7.3.1.2.1. Operator's customers shall have reasonable access to a customer lounge and restroom if these facilities are not provided within Operator's Leased Premises.

7.3.1.2.2. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 500 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and hangar space large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport.

7.3.1.2.3. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

7.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

7.4. Licenses and Certifications

7.4.1. Aircraft Charter Operators shall have and provide copies to the County of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and FAA issued operating certificate(s).

7.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized for Activity.

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7.5. Personnel

7.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity and to meet the reasonable demands of the public seeking such services.

7.5.1.1. Operator shall employ one Chief Pilot as an Employee.

7.5.1.2. Operator shall employ and one customer service representative on each shift.

7.6. Equipment

7.6.1. Operators shall have all equipment available and under their control as required by 14 CFR Part 135 and/or 14 CFR Part 125.

7.6.2. Operator shall provide, either owned or under written lease to operator and under the exclusive control of operator, one certified and continuously airworthy multi-engine (instrument-qualified) aircraft, preferably based at Sonoma County.

7.7. Hours of Activity

7.7.1. Operator services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day. After hours, on-call response time to customer inquiries shall not exceed 60 minutes.

7.8. Insurance

7.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

8. AIRCRAFT SALES OPERATOR (SASO)

8.1. Definition

8.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft.

8.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 8.

8.2. Leased Premises (Lessee of Stand Alone Facility or Land for Development)

8.2.1. Operator engaging in this Activity whom is a Lessee of a stand alone facility or a Lessee of land for development shall have adequate land, Apron/Paved Tiedown, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

8.2.1.1. Contiguous Land – one quarter acre (10,890 sq. feet) upon which all required Improvements including Apron/Paved Tiedown, Vehicle parking, roadway access, landscaping, and all facilities shall be located, in an area designated in the airport master plan as approved for commercial use. Permanente structures cannot occupy more than 50% of the leased property. The contiguous land requirement only applies if the operator is proposing the construction of new facilities, and does not apply to existing facilities on the airport

8.2.1.2. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport (inventory).

8.2.1.2.1. If Operator constructs or has a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's fleet at the Airport (inventory) without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.

8.2.1.2.2. If Operator utilizes a hangar large enough for the storage of Operator's entire fleet based at the Airport (inventory), no Apron/Paved Tiedowns will be required.

8.2.1.3. Facilities – Customer and administrative areas shall be at least 400 square feet to include adequate space for customer lounge, restrooms, employee offices, work areas, and storage.

8.2.1.3.1. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 500 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and at least 3,000 square feet of hangar space or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.

8.2.1.3.2. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

8.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

8.3. Leased Premises (Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activity Operator)

8.3.1. Operator engaging in this Activity whom is either a Lessee in a Multiple Lessee Facility, a Sublessee, or a Multiple Activity Operator shall have adequate Apron/Paved Tiedown, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

8.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator’s fleet at the Airport.

8.3.1.1.1. If Operator utilizes a hangar large enough for the storage of Operator’s entire fleet based at the Airport, no Apron/Paved Tiedowns will be required.

8.3.1.2. Facilities – Customer and administrative areas shall be at least 200 square feet to include adequate space for customer lounge, employee offices, work areas, and storage.

8.3.1.2.1. Operator’s customers shall have reasonable access to a customer lounge and restroom if these facilities are not provided within Operator’s Leased Premises.

8.3.1.2.2. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 400 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and hangar space large enough to accommodate the largest Aircraft in Operator’s fleet being maintained by Operator at the Airport.

8.3.1.2.3. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

8.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

8.4. Dealership

8.4.1. Operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one current model demonstrator of Aircraft in each of its authorized product lines.

8.5. Licenses and Certifications

8.5.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings when an Aircraft flight demonstration is provided.

8.6. Personnel

8.6.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity and to meet the reasonable demand of the public seeking such services.

8.6.1.1. Operator shall employ or have arrangements made with one current commercial pilot.

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8.7. Equipment

8.7.1. Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

8.8. Hours of Activity

8.8.1. Operator service shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

8.9. Insurance

8.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

9. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

9.1. Definition

9.1.1. A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

9.1.1.1. Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.

9.1.1.2. Miscellaneous Commercial Services and Support - are defined as ground schools, simulator training, charter flight coordinators, aircrew or aviation management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

9.1.1.3. Air Transportation Services for Hire - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., ballooning, helicopter operations in construction or repair work).

9.1.2. In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 9.

9.2. Leased Premises (Lessee of Stand Alone Facility or Land for Development)

9.2.1. Operator engaging in this Activity whom is a Lessee of a stand alone facility or a Lessee of land for development shall have (if required) adequate land, Apron/Paved Tiedown, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

9.2.1.1. Contiguous Land – (if required) one-quarter acre (10,890 Sq. feet) upon which all required Improvements including Apron/Paved Tiedown, Vehicle parking, roadway access, landscaping, and all facilities shall be located, in an area designated in the airport master plan as approved for commercial use. Permanente structures cannot occupy more than 50% of the leased property. The contiguous land requirement only applies if the operator is proposing the construction of new facilities, and does not apply to existing facilities on the airport.

9.2.1.2. Apron/Paved Tiedowns (if required) shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport.

9.2.1.2.1. If Operator constructs or has a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.

9.2.1.2.2. If Operator utilizes a large enough hangar for the storage of Operator's entire fleet based at the Airport, no Apron/Paved Tiedowns will be required.

9.2.1.3. Facilities (if required) – Customer and administrative areas shall be at least 400 square feet to include adequate space for customer lounge, restrooms, employee offices, work areas, and storage.

9.2.1.3.1. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 500 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and at least 3,000 square feet of hangar space or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Airport, whichever is greater.

9.2.1.3.2. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

9.2.1.4. Vehicle Parking (if required) shall be sufficient to accommodate customers and employees on a daily basis.

9.3. Leased Premises (Lessee in a Multiple Lessee Facility, Sublessee, or Multiple Activities)

9.3.1. Operator engaging in this Activity whom is either a Lessee in a Multiple Lessee Facility, a Sublessee, or a Multiple Activity Operator shall have (if required) adequate Apron/Paved Tiedown, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

9.3.1.1. Apron/Paved Tiedowns (if required) shall be adequate to accommodate the total number of Aircraft in Operator’s fleet at the Airport.

9.3.1.1.1. If Operator utilizes a large enough hangar for the storage of Operator’s entire fleet based at the Airport, no Apron/Paved Tiedowns will be required.

9.3.1.2. Facilities (if required) – Customer and administrative areas shall be at least 200 square feet to include adequate space for customer lounge, employee offices, work areas, and storage.

9.3.1.2.1. Operator’s customers shall have reasonable access to a customer lounge and restroom if these facilities are not provided within Operator’s Leased Premises.

9.3.1.2.2. If Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, Operator shall have at least 500 square feet of maintenance area including adequate space for employee work areas, shop areas, and storage and hangar space large enough to accommodate the largest Aircraft in Operator’s fleet being maintained by Operator at the Airport.

9.3.1.2.3. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

9.3.1.3. Vehicle Parking (if required) shall be sufficient to accommodate customers and employees on a daily basis.

9.4. Licenses and Certifications

9.4.1. Operator shall have and provide to the County evidence of all federal, state, and local licenses and certificates that are required to conduct the Activity.

9.5. Personnel

9.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity and to meet the reasonable demands of the public seeking such services.

9.6. Equipment

9.6.1. Operator shall have (based at the Airport), either owned or under written lease to Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft.

9.6.2. Operator shall have sufficient supplies and parts available to support the Activity.

9.7. Hours of Activity

9.7.1. Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

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9.8. Insurance

9.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

10. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

10.1. Introduction

10.1.1. The County recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and or flight training of their pilots. When this assistance is not available on the Airport through an existing Operator or Operators due to either the specialized nature of the maintenance and/or flight training requirements, the County may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.

10.1.2. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 10.

10.2. Scope of Activity

10.2.1. Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a professional manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

10.3. Permit

10.3.1. Aircraft Operator must submit request to the County on behalf of Operator.

10.3.2. Operator shall obtain a 30 day Temporary Permit (issued by the County) prior to engaging in Activity on the Airport.

10.3.2.1. Renewal shall be subject to the Operator's compliance with all terms of the Temporary Permit.

10.3.3. Operator shall comply will all requirements for the permitted Activities and limit serviced provided to those strictly stated on the Temporary Permit.

10.4. Licenses and Certifications

10.4.1. Operator shall have and provide to the County evidence of all federal, state, and local licenses and certificates that are required.

10.5. Insurance

10.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Schedule of Minimum Insurance Requirements.

11. COMMERCIAL HANGAR DEVELOPER (SASO)

11.1. Definition

11.1.1. A Commercial Hangar Developer is a Commercial Operator that develops and/or constructs hangar structure(s) for the purpose of selling or subleasing hangar and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

11.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 11.

11.2. Scope of Activity

11.2.1. Developer shall use the Leased Premises for the purpose of: (1) selling hangar and associated office or shop space, (2) use by Operator (primarily for Developer's Aircraft and/or Equipment), (3) engaging in subleasing of hangar and associated office and shop space (as a Commercial Hangar Operator).

11.3. Leased Premises

11.3.1. Developer engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Developer and all approved Sublessee(s), but not less than a hanger of at least 5,000 square feet and contiguous land at least twice the size as the hanger.

11.3.1.1. All required Improvements including Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.

11.3.1.2. Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways, whichever is greater.

11.3.1.3. The development of Commercial hangar(s) shall be limited to the following types of hangar structures:

11.3.1.3.1. Hangar – a single structure of not less than 3,000 square feet, completely enclosed.

11.3.1.3.2. Hangars – a single structure of not less than 5,000 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private Aircraft.

11.4. Insurance

11.4.1. Developer shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

12. COMMERCIAL HANGAR OPERATOR (SASO)

12.1. Definition

12.1.1. A Commercial Hangar Operator is a Commercial Operator that owns or leases a hangar structure(s) for the purpose of subleasing hangar and associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

12.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 12.

12.2. Scope of Activity

12.2.1. Operator shall use the Leased Premises for the purpose of: (1) use by Operator (primarily for Operator' Aircraft and/or Equipment), (2) subleasing of hangar and associated office and shop space, which can be used for approved Commercial or Non-Commercial Aeronautical Activities.

12.3. Leased Premises

12.3.1. Operator engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Operator and all approved Sublessee(s).

12.3.1.1. All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.

12.3.1.2. Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways, whichever is greater.

12.4. Insurance

12.4.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

13. NON-COMMERCIAL HANGAR DEVELOPER/OPERATOR (SASO)

13.1. Definition

13.1.1. A Non-Commercial Hangar Developer/Operator is an entity that develops/constructs and owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only.

13.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Developer/Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 13.

13.2. Scope of Activity

13.2.1. Developer/Operator shall use the Leased Premises for Aircraft owned or leased and operated by (and under the full and exclusive control of) Developer/Operator for Non-Commercial purposes.

13.2.2. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.

13.2.3. Developer/Operator shall not be permitted to sublease any land or Improvements on the Leased Premises for any purpose.

13.3. Leased Premises

13.3.1. A Developer/Operator engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Developer/Operator, with a hanger at least 3,000 square feet and contiguous land of at least twice the size as the hanger.

13.3.1.1. All required Improvements including Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.

13.3.1.2. Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Developer/Operator's Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways, whichever is greater.

13.3.1.3. The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:

13.3.1.3.1. Hangar – a single structure of not less than 3,000 square feet, completely enclosed. This requirement shall not apply to any existing private hanger owner whose lease comes up for renewal.

13.3.1.3.2. Hangars – a single structure of not less than 5,000 square feet, sub-divided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of private aircraft.

13.4. Ownership Structure

13.4.1. Hangar development may be accomplished by any entity, including Associations.

13.4.1.1. Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual T-Hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,000 total square feet).

13.4.1.2. All members/shareholders of the Association shall be declared to the County at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the County from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of aircraft owned by the member(s)/shareholder(s) of the Association.

13.4.1.3. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the County in accordance with paragraph 13.4.1.2 hereof shall remain jointly and severally liable to the County for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the County.

13.5. Insurance

13.5.1. Developer/Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Schedule of Minimum Insurance.

14. SELF-SERVICE FUELING

14.1. Introduction

14.1.1. All entities desirous of self-service fueling shall be accorded a reasonable opportunity, without unjust discrimination, to qualify and receive a Non-Commercial Self-Service Fueling Permit. Those entities that have leases granting them the rights to perform commercial fueling are not required to apply for a Non-Commercial Self-Service Fueling Permit.

14.1.2. The following section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial self-service fueling activities at the Airport. Any entity engaging in such Activities shall also be required to comply with all applicable Regulatory Measures pertaining to such Activities.

14.1.3. In addition to the applicable General Requirements set forth in Section 2, each entity conducting Non-Commercial self-service fueling activities at the Airport shall comply with the following Minimum Standards set forth in this Section 14.

14.2. Agreement/Approval

14.2.1. No entity shall engage in self-service fueling activities unless a valid Non-Commercial Self-Service Fueling Permit (Permit) authorizing such Activity has been entered into with the County. Such entities shall herein be referred to as “Permittees”.

14.2.2. The Permit shall not reduce or limit Permittee’s obligations with respect to these Self-Service Fueling Standards, which shall be included in the Permit by reference.

14.2.3. Prior to issuance and subsequently upon request by the County, Permittee shall provide evidence of ownership (and/or lease) of any Aircraft being operated (under the full control of) and fueled by Permittee.

14.3. Reporting

14.3.1. Permittee shall report all fuel dispensed during each calendar month and submit a summary report along with appropriate fees and charges due the County on or before the 10th of each subsequent month.

14.3.2. Permittee shall during the term of the Permit and for 3 years thereafter maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the County or representatives of the County. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the County, interest on the unpaid balance at the maximum rate allowable by law from the date originally due, and cost of audit.

14.4. Fuel Storage

14.4.1. Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel through either an authorized Fuel Operator at the Airport or with a reputable off-airport aviation petroleum supplier/distributor or secure approval from the County to construct or install a self-service fuel storage facility at the Airport. All off airport distributors shall demonstrate to the County that they comply with all applicable Laws, Rules and Regulations imposed upon them for the sale, distribution and transportation of petroleum products.

14.4.1.1. Permittees authorized by the County to construct or install a self-service fuel storage facility at the Airport shall do so in a centrally located fuel storage area or other site approved by the County and the state’s Fire Marshal as applicable. In no event shall the total storage capacity be less than:

14.4.1.1.1. 10,000 gallons for Jet Fuel storage; or

14.4.1.1.2. 10,000 gallons for Avgas storage.

14.4.2. Fuel may not be stored on the Leased Premises, except as set forth in these Primary Guiding Documents.

14.4.3. Fuel suppliers utilized by Operator must have a current and executed Non-Exclusive Revocable Fuel Delivery Permit on file with the County.

14.5. Limitations

14.5.1. Fueling of any Aircraft not owned (and/or leased) and being operated by Permittee (under the full and exclusive control of) is prohibited and shall constitute a violation of the Permit and shall be grounds for immediate revocation of the Permit.

14.6. Insurance

14.6.1. Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A – Schedule of Minimum Insurance Requirements.

14.7. Fueling Equipment

14.7.1. Permittee shall utilize a single refueling Vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons. Avgas refuellers shall have a maximum capacity of 1,200 gallons and Jet refuellers shall have a maximum capacity of 3,000 gallons. All refueling vehicles shall be capable of bottom loading.

14.7.2. Each refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by the following:

14.7.2.1. These Minimum Standards and all other applicable Regulatory Measures;

14.7.2.2. State of California Fire Code and local Fire District;

14.7.2.3. National Fire Protection Association (NFPA) Codes;

14.7.2.4. CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials.”

14.7.2.5. Applicable FAA Advisory Circulars (AC) including AC 00 34 “Aircraft Ground Handling and Servicing” and AC 150/5210 5 “Painting, Marking and Lighting of Vehicles Used On an Airport.”

14.7.3. Prior to transporting fuel onto the Airport, the Permittee shall provide the County with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the County at least 10 business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous fuel spills. The plan should include Equipment to be used, emergency contact personnel and their telephone numbers. And all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from ever occurring.

14.7.4. In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the County not later than 10 business days before the Permittee commences self-fueling at the Airport. The County shall conduct inspections on a periodic basis to ensure compliance.

14.8. Exemptions

Public safety and emergency services dispatched by the 911 system shall be exempt from complying with all provisions of Section 14, Self-Servicing Fueling.

15. COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

15.1. Application

15.1.1. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a written application to the County for a Commercial Aeronautical Activities Permit (Permit).

15.1.2. 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 County in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.

15.1.3. To the extent allowed by law, all information contained in an application shall be treated as confidential for discussion between and among County representatives, Airport and County management, Airport and County staff, Airport and County advisors, and the applicant(s).

15.2. Approval

15.2.1. Once completed, the application and all accompanying materials shall be submitted to the Airport Manager for review and recommendation.

15.2.2. Once recommended for approval by the Airport Manager, the application will be sent to the County for review and approval. No application will be deemed complete that does not provide the County with the information necessary to allow the County to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan and/or Land Use Plan (if any).

15.2.3. Once the County approves the application, a Permit will be issued.

15.3. Attachment B – Grounds for Denial

15.3.1. The County may reject any proposal or any Application for any one or more of the following reasons:

15.3.1.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the County. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.

15.3.1.2. The entity's proposed Activities or Improvements will create a safety hazard at, on, or in close proximity to the Airport.

15.3.1.3. The Airport would be required to expend funds or supply labor and/or materials in connection with the proposed Activities or Improvements that the Airport is unwilling or unable to spend or will result in a financial loss or hardship to the County or the Airport.

15.3.1.4. No appropriate, adequate, or available land or Improvement exists at the Airport to accommodate the proposed Activity of the entity (at the time the proposal or Application are submitted), nor is such availability contemplated within a reasonable time frame (approximately 12 months).

15.3.1.5. The proposed Activities or Improvements do not comply with the Master Plan of the Airport or ALP then in effect or anticipated to be in effect within the time frame proposed by the entity.

15.3.1.6. The development or use of the land requested by the entity will result in 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.

15.3.1.7. The entity has either intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, or in supporting documentation.

15.3.1.8. The entity has failed to make full disclosure in the proposal, on the Application, or in supporting documentation.

15.3.1.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating the Regulatory Measures of the Airport or any other airport, the FAA, or any other governmental entity having jurisdiction over the Airport and/or the businesses located at the Airport and/or the entity's proposed Activity.

15.3.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity is in default or has defaulted in the performance of any Lease, Sublease, Agreement, or other Permit at the Airport or at any other airport.

15.3.1.11. The entity does not exhibit adequate financial responsibility or capability to undertake the proposed Activity.

15.3.1.12. The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the County for the proposed Activity.

15.3.1.13. The entity or an officer or director of Applicant has been convicted of a felony.

15.3.1.14. The entity's proposed Activity has been or could be detrimental to the Airport.

15.3.1.15. The entity seeks terms and conditions which are inconsistent with the County policies or any RFP, invitation for proposals, or other advertisement issued by the County.

15.4. Permit

15.4.1. Commercial Aeronautical Activities

15.4.1.1. The Permit will be valid as long as the Operator meets the following requirements:

15.4.1.1.1. The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within fifteen (15) days of any change to the information submitted in the Application.

15.4.1.1.2. The Operator is in compliance with all applicable Regulatory Measures.

15.4.1.2. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity.

15.4.2. Temporary or Special Use Permit

15.4.2.1. The Airport Manager may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one year.

15.4.2.2. The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures.

15.4.2.3. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

15.5. Existing Operator with an Existing Agreement

15.5.1. No Change in Scope of Activities

15.5.1.1. An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Permit provided that the Operator is in compliance with all applicable Regulatory Measures including.

15.5.2. Change in Scope of Activities

15.5.2.1. Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit an application and obtain a Permit prior to engaging in the Activity.

15.6. Non-Commercial Operators

15.6.1. A permit is not required; however, the Operator shall comply with all applicable Regulatory Measures.

16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance	Avionics or Instrument Maintenance	Aircraft Rental Flying Club Flight Training	Aircraft Charter or Aircraft Management	Aircraft Sales	Specialized Commercial	Temporary Specialized Commercial	Commercial Hangar Developer or Operator	Non-Commercial Hangar	Self-Fueling
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)											
Each Occurrence	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
VEHICULAR LIABILITY (Combined Single Limit)											
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated)											
SE Piston	Each Aircraft	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	
Group I	Each Occurrence	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	

ME Piston	Each Aircraft		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000			
Group I	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000			
Turboprop	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			
Group I	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000			
Turboprop	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			
Group II	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000			
Turbojet	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000			
Group I	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			
Turbojet	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000			
Group II	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			
Turbojet	Each Aircraft	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			
Group III	Each Occurrence	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			
AIRCRAFT AND PASSENGER LIABILITY (Combined Single Limit, Each Occurrence)													
SE Piston/Group I								\$2,000,000 CSL/\$100,000 sub limit per seat/passenger					
ME Piston/Group I								\$2,000,000 CSL/\$100,000 sub limit per seat/passenger					
Turboprop/Group I & II								\$5,000,000 CSL/\$250,000 sub limit per seat/passenger					
Turbojet/Group I								\$5,000,000 CSL/\$250,000 sub limit per seat/passenger					
Turbojet/Group II					\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Turbojet/Group III					\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Student and Renters					\$500,000								
CFI Professional Liability					\$100,000								
ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)													
Each Occurrence	\$1,000,000											\$1,000,000	

Commercial General Liability to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability.

Vehicular Liability or Business Automobile Liability to include bodily injury and property damage for all Vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and property damage (excluding aircraft hull) for students and renters of Aircraft.

CFI Professional Liability to include bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

SE = Single engine Aircraft.

ME = Multi engine Aircraft.

Piston Aircraft = An Aircraft that utilizes a reciprocating engine for propulsion.

Turboprop Aircraft = An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

Turbojet Aircraft = An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity for propulsion.

Group I = Aircraft Design Group with Aircraft having a wingspan up to but not including 49 feet.

Group II = Aircraft Design Group with Aircraft having a wingspan 49 feet up to but not including 79 feet

Group III = Aircraft Design Group with Aircraft having a wingspan 79 feet up to but not including 118 feet

17. ATTACHMENT B (COMMERCIAL ACTIVITY APPLICATION/PERMIT)



