

SECTION I

GENERAL CONDITIONS OF MINIMUM STANDARDS AND REQUIREMENTS ON THE CONDUCT OF COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES AT AIRPORTS OWNED BY SAN LUIS OBISPO COUNTY

1. GENERAL STATEMENT OF POLICY

It shall be the policy of San Luis Obispo County that any person(s), firm(s) or corporation(s) wishing to conduct commercial aeronautical services and activities, as defined herein, at airports owned by San Luis Obispo County, shall be given equal opportunity to complete, without discrimination, for use of available airport facilities and the furnishing of selected aeronautical services as described in these general conditions and schedule of minimum standards and requirements.

No person(s), firm(s) or corporation(s) shall be given any exclusive rights for the conduct of commercial aeronautical services at airports owned by San Luis Obispo County.

Pursuant to Title 24 of the San Luis Obispo County code, and in conformance with FAA Advisory Circular 150/5190-1, "Minimum Standards For Commercial Aeronautical Activities on Public Airports", these rules are established to safeguard the public interest and are enforceable by the County Airports Manager. Per Title 2.1, Section 24.12.030. no person shall establish or engage in any business or commercial activity on the airports unless that person has been assigned a fixed place of business on the airports and has obtained from the County of San Luis Obispo either a written lease or written permit to conduct such activity.

2. COMMERCIAL AVIATION OPERATOR DEFINED

A commercial aviation operator is defined as a person(s), firm(s) or corporation(s) 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 safety of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation or profit, whether or not such objective(s) is accomplished. Authorized activities shall be strictly limited to one or any combination of the following aeronautical services performed in full compliance with the specific activity standards hereinafter set forth:

- Aircraft sales (new and/or used)
- Airframe and power plant repair facilities
- Aircraft rental or leasing
- Flight training
- Line services (aircraft fuels and oil dispensing)

Specialized aircraft repair services (radios, propellers, instruments and accessories)
Aircraft charter and air taxi
Specialized commercial flying services
Multiple services
Commercial aviation sub-operators

3. APPLICATION REQUIREMENTS

The prospective operator shall submit in written form to the County of San Luis Obispo, the following information at a minimum and, thereafter, such additional information as may be requested by the County.

A. Intended Scope of Operation

The prospective operator must submit a detailed description of the scope of its intended operation and the means and methods to be employed to accomplish any established operation standards and requirements in a manner which will provide high quality services to the aviation and general public at the County Airports including the following information:

1. The services to be offered.
2. Amount of land desired and necessary.
3. Building space to be constructed or leased.
4. Type and approximate cost of improvements by operator.
5. Number of aircraft to be provided or serviced.
6. Number of persons employed in operation.
7. Proposed hours of operation.

B. Financial Responsibility

The prospective operator must provide the following:

1. A statement(s), satisfactory to the County, to evidence its financial responsibility, preferably from a bank or trust company or some other source acceptable to the County. Such statement(s) must be readily verifiable by the County.
2. A complete financial statement, preferably prepared by an independent Certified Public Accountant for a period of review ending no longer than six (6) months prior to the date of the application to the County.

3. Evidence that it is financially capable of:
 - a. Commencing operations with required personnel, equipment and other appurtenances.
 - b. Constructing improvements.
 - c. Providing working capital to carry on the contemplated operations.

All of the above must be commensurate with the concept and scope of the proposed operation.

C. Experience

The prospective operator shall furnish the County with a statement of its and its management employees past experience the specified aviation services selected by it and to be provided by it on the Airports. Such statement shall include verifiable references which the County shall have the right to contact.

D. Other information

The prospective operator should furnish the County with any other information concerning its background, the proposed scope of operation or other material which the operator wishes to present to the County which will be of assistance to the County in its evaluation of the operator's proposal.

4. GENERAL REQUIREMENTS

A. Written Agreement

Prior to the commencement of operations or construction of improvements, the prospective operator will be required to enter into a Written Agreement with the County either through tenancy or sub-tenancy which will recite the terms and conditions under which it will operate its business on the Airports. Such Agreement shall be prepared and processed in accordance with California Statutes and will include , but not limited to, the term of the Agreement, the rentals, fees and charges, the rights, privileges, duties and obligations of the respective parties and other relevant covenant. It should be understood that neither the conditions contained in this paragraph nor those set forth in Section 11, Schedule of Minimum Standards and Requirements, represent a complete recitation of the provisions to be included in written Agreement. Such contract provisions, will not change or modify the minimum standards and requirements or be inconsistent therewith except under extraordinary circumstances with approval by the Airports Manager.

B. Site Development Standards

1. Physical Facilities uniform to the Site Development Plan and Lease Site Development Standards as adopted by the County Board of Supervisors, and per the terms of lease site agreements, but shall include the following at a minimum:

a. Land

The commercial aviation operation shall be based upon an area of land for each aircraft which the proposed intends to service, provide, park, store or otherwise handle.

The adequacy and size of such land area shall be determined by the County, for each aircraft to be serviced, parked, provided, stored or otherwise handled.

b. Buildings and Structures

Buildings and structures shall be of sufficient size and type of construction to provide competitive business conditions for the various types of services included in the scope of operations. Temporary buildings and structures will be allowed only upon extraordinary circumstances and then only for a specific period of time during which the permanent building or structure is being completed.

c. Support Areas

Land and improvements for automobile and ground equipment parking, mobility and pedestrian access for the operator's employees, customers, vendors and other users shall be sufficient in size for the safe and convenient uses required in the scope of operations and to provide competitive business conditions.

Neither shall there be any on-the-street parking allowed in calculating facility size requirements for customers, employees or other premises users, nor may County open tie down areas be used in calculating aircraft support facilities.

All support areas shall be paved, lighted, stripped/marked so as to provide safe, clear traffic areas and patterns.

d. Conditions of Improvements

All construction and installations shall be subject to applicable federal, state, and county ordinances, codes, rules, regulations in addition to the standards required by the Airports or contained in the written Agreement with the County.

e. Compliance with Land Use and Development Guidelines or Policies

For construction of any new facilities not already provided at the airports, the operator will be subject to the same standards of development as are contained in the Site Development Plan and Lease Site Development Standards adopted by the Board of Supervisors as applicable to the airports.

2. Personnel and Equipment

The proposed operator shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as required to meet the minimum operation standards set for each category in an efficient manner and for competitive business conditions. Personnel shall carry valid in-force licensing, certificates, ratings, and/or permits as required by any governmental regulatory agencies for the type of services which those personnel perform.

All equipment and trade fixtures used by the operator shall be of sufficient numbers, models and in good repair and order so as to provide efficient service for the various types of services to be provided under the scope of operations. The County retains the right to determine the adequacy of equipment used in meeting the above requirements.

C. Insurance

1. General Responsibility

Each operator shall be responsible for procurement and maintenance of required insurance at its sole cost and expense. Each operator shall be required to maintain worker's compensation and employer's liability insurance with limits of at least statutory requirements. Approval of the insurance by the County shall not relieve or decrease the extent to which the operator may be held responsible for payment of damages resulting from its operations; If the operator does not keep the required insurance in full force and effect, the County may take out the necessary insurance and pay the premium and the repayment thereof

shall be deemed to be part of the rental and payment as such on the next day upon which rent becomes due.

2. Construction and Installation

Before commencing any improvement and equipment installation on or about the leased or assigned premises, the operator shall require that its contractors or subcontractors procure and maintain insurance during the life of such construction or installation contract which will protect the subcontractor(s), the operator and the County for limits to be determined by the operator and the County prior to such construction or installation.

3. Liability Insurance

Prior to commencement of operations, the operator shall procure from insurance underwriters satisfactory to the County a standard for policy or policies of insurance protecting both the operator and the County against public liability and property damage. The operator shall furnish such comprehensive or broad form policy(s) providing combined single limit liability for bodily injury or death and property damage in minimum amounts as established by the County from time-to-time. The County shall, in the event of a change in the minimum amounts, inform the operator of such change by giving written notice to the operator no less than sixty (60) days prior to the effective date of such change. Coverages shall be as follows:

- a. Aviation Liability
 - (1) Comprehensive Form
 - (2) Contractual Liability
 - (3) Completed Operations/Products Liability
 - (4) Personal Injury Liability
 - (5) Independent Contractors Working for Operator
 - (6) Hangar Keeper's Liability
 - (7) In-flight Hangar Keeper's Liability

- b. Aircraft Liability Including Passenger Liability
 - (1) Non-ownership Liability

- c. Automobile Liability
 - (1) Owned
 - (2) Non-owned

The providing of the above insurance coverages by the operator shall in no way limit the liability of the operator. Any policy shall contain an endorsement naming the County of San Luis Obispo and its officers, employees, and agents as additional insureds. The operator's insurance will operate as primary insurance and no other insurance effected by the County will be called upon to contribute to a loss. Upon the request of the County, the operator shall file certified copies of insurance policies with the County. The operator shall furnish to the County a certificate from

the insurance carrier showing such insurance to be in full force and effect through the term of the written Agreement. Such insurance certificates shall specifically state that no changes in coverages provided and no cancellation of the policies shall be made without at least thirty (30) days advance notice to the County.

4. Property Insurance

The operator shall keep insured with insurance companies acceptable to the County all leasehold improvements to the extent of not less than one hundred percent (100%) of the full insurable replacement value against all risks of direct physical loss.

The operator shall forward to the County certificates of such insurance issued by the insurance underwriters evidencing the existence of valid policies, which certificates shall state the coverage will not be amended so as to decrease the protection below the requirements specified or be subject to cancellation without at least thirty (30) days prior written notice to the County. Such insurance coverages shall in no way limit the liability of the operator for replacement of improvements.

In the event the operator's business should, for any reason, cause the County to increase its own Insurance coverage, the operator will reimburse the County for any additional costs resulting from such increased coverage.

D. Motor Vehicles

Any motor vehicle transportation or service provided by the operator on the Airport shall be performed in strict compliance with Airport rules and regulations, applicable federal, state and county laws, ordinances, codes or other similar regulatory measures, now in existence or as may be modified or amended.

E. General Agreement Clauses

In addition to provisions specific to the individual commercial aviation operation, the written Agreement between the operator and the County will contain the following:

1. Non-discrimination

The operator will be required to operate its business for the use and benefit of the public, giving fair, equal and non-discriminatory service and sales to all users regardless of race, color, creed or national origin.

The operator will be allowed to give non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

The operator will conduct its business in compliance with all other requirements imposed

by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended.

In the event of breach of this covenant, the County has the right to take such action as the United States may direct to enforce this non-discrimination covenant.

2. Affirmative Action Employment Program

The operator will be required to formulate and file with the County an affirmative action employment program for the promotion of equal employment opportunities and the County shall have the right to, upon reasonable notice and at reasonable times, inspect the employment records of the operator so that the effectiveness of this affirmative action employment program may be evaluated.

The operator may be exempt from this affirmative action employment program requirement if:

- a. It has annual employment operating from the Airport of fifty (50) or fewer employees and can certify its Airport employment numbers annually to the County; or
- b. It is subject to a federally-mandated affirmative action employment program provided it shall annually certify to the County that it is subject to such a program and furnish evidence thereof.

3. Aircraft Service by Owner or Operator of Aircraft

No right or privilege will be granted for operation by the operator which will prevent any person or persons, firms or corporations operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

4. Non-exclusive Rights

Nothing shall be contained within the Agreement which may be construed to grant or otherwise authorize the granting of any exclusive right to the operator.

5. Airport Development

The County has the right to further develop and improve the Airport, its property, improvements and facilities as the County deems appropriate to the public interest and shall have no responsibility to the operator for any loss of business which might be caused by such development or improvement.

6. Subordination

The written Agreement shall be subordinate to the provisions of any existing or future Agreement between the County and the United States relative to the operation, maintenance or development of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds at the Airport.

7. Airport Obstructions

The County has the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the County, would limit the usefulness of the Airport or constitute a hazard to aircraft.

8. Compliance with Laws and Payment of Taxes

The operator shall at all times comply with the Airport rules and regulations, federal, state and county laws, ordinances, codes or other regulatory measures, now in existence or as may be hereafter modified or amended, applicable to the specific type of operation contemplated by it.

The operator shall procure and maintain during, the term of the Agreement all licenses, permits and other similar authorizations required for the conduct of its business operations.

The operator shall pay all taxes resulting from its operation at the airport. The operator shall recognize and understand that operation on the airports may create a possessory interest subject to property taxation and that operator may be subject to the payment of property taxes levied on such interest.

9. Indemnity

The operator shall be required to defend, indemnify and save harmless the County and its officers, agents and employees, from and against any and all claims, demands, liability, costs, expenses, damages, causes of action and judgements, in any manner arising out of its contractual rights on the airports or out of the performance or attempted performance of the provisions thereof, including but not limited to any act or omission to act by the operator or its agents, invitees, employees or its independent contractors who are directly responsible to the operator, providing further that the foregoing shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the operator, the operator's agents, employees, or independent contractors and the County, its agents, employees, or independent contractors.

10. Assignment and Subletting

The operator may not assign or sublet any portion of the operations activities or premises without having obtained the prior written consent of the County.

11. Rentals Redetermined

All rentals, fees and other charges shall be redetermined according to lease site agreements, or by the schedule of rates as established from time-to-time by the County Board of Supervisors in keeping with the then "going rate" for such leases, services, rights and privileges granted to the operator.

The written Agreement shall contain other pertinent, detailed provisions, clauses and covenants which will be consistent with the individual scope of operations as proposed by the individual operator.

F. Miscellaneous

The prospective operator may propose one or a combination of the aeronautical services covered by these minimum standards and requirements. When more than one activity is proposed, the minimum requirements may vary, dependent upon the nature of the individual services in such combination, but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum standards for combinations of services will be discussed with the prospective operator at the time of application or otherwise during negotiations.

In the event the commercial aviation operator proposes in the future to add services to which present standards are not addressed, then minimum standards will be drafted so as to govern the new operation or services. Owing to the limited available ground and/or building space at either of the County Airports, preference shall be given by the County to proposals involving "full-service" provisions, (as defined in Section 11 of these rules.)

END OF SECTION

SECTION II

SCHEDULE OF MINIMUM STANDARDS AND REQUIREMENTS FOR COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES AT AIRPORTS OWNED BY SAN LUIS OBISPO COUNTY

1. AIRCRAFT SALES (NEW AND/OR USED)

A. Definition

An aircraft sales operator is a person(s), firm(s) or corporation(s) engaged in the retail or wholesale of new and/or used aircraft through franchises, or licensed dealership or distributorship of an aircraft manufacturer or otherwise; and provides such repair, services and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by him.

B. Minimum Standards

1. Site Development

The operator shall conduct its business on the Airports from premises which must include the following at a minimum:

- a. Land to provide for outside display and storage of aircraft.
- b. Building to provide floor space for display and/or storage and servicing of aircraft and parts and for office, customer lounge, restrooms and telephone facilities for employee and customer use.
- c. Land for support services including but not limited to automobile parking for employees and customers, pedestrian access to office, aircraft display, storage and servicing areas.

2. Services

Repair and Servicing

The operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with another FAA certificated repair shop operator at the Airports.

Inventory

The operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted.

The operator shall have available, or on call, at least one (1) fully-assembled demonstrator aircraft.

The operator shall establish an inventory of all new and used aircraft which it has for sale regardless of whether the aircraft is owned by the operator and offered for sale or whether the aircraft is left with the operator for sale on consignment or other arrangement. This inventory shall be up-to-date and current at all times to show the addition of for-sale aircraft and the deletion of aircraft sold from such inventory. The operator shall be required to provide a perpetual inventory report to the County on a quarterly basis.

3. Insurance

The operator under this category shall be required to provide the following types of insurance in the limits specified by the County from time-to-time:

- (a) Liability Insurance
 - (1) Aviation Liability
 - (a) Comprehensive General Liability
 - (b) Contractual Liability
 - (c) Completed Operations/Products Liability
 - (d) Personal Injury Liability
 - (e) Independent Contractors Working for Operator
 - (f) Hangar Keepers' Liability for an amount no less than the exposure created by operator's operations
 - (g) In-flight Hangar Keepers' Liability, if non-owned aircraft are flown by operator
 - (2) Airplane Liability Including Passenger Liability
 - (a) Non-ownership Liability, if non-owned aircraft are flown by operator.
 - (3) Automobile Liability
 - (a) Owned
 - (b) Non-owned
- (b) Workers' Compensation and Employer's Liability Insurance

(c) Property Insurance, as applicable

4. Hours of Operations

The operator shall have its premises open and services available at least eight (8) hours daily, six (6) days a week.

5. Personnel

The operator shall have in its employ, and on duty during the minimum required operating hours, trained personnel in such numbers as are necessary to meet the minimum standards and requirements set forth in an efficient manner, but shall never have less than one (1) person holding a current commercial pilot certificate equal to that required for operation of the type of aircraft sold.

2. AIRFRAME AND POWER PLANT REPAIR FACILITIES

A. Definition

An aircraft engine and airframe maintenance and repair operator is a person(s), firm(s), or corporation(s) providing one, or a combination of, airframe and power plant overhaul and repair services. This category shall include the non-exclusive right, but not the requirement, for the sale of aircraft parts and accessories.

B. Minimum Standards

1. Site Development

The operator shall conduct its business on the airports from premises which must include the following at a minimum:

- a. Land to provide for outside parking, storage and mobility of aircraft.
- b. Building to provide floor space for airframe and power plant overhaul and repair services which meet all local and state industrial code requirements and space for offices, customer lounge, restrooms and telephone facilities for employee and customer use.
- c. Land for support areas including, but not limited to, automobile parking for employees and customers, pedestrian access to office, shops and aircraft parking and storage areas.

2. Services

The operator shall provide sufficient equipment, supplies and the equivalent to that required for certification as an FAA approved repair station.

3. Insurance

The operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

(a) Liability Insurance

(1) Aviation Liability

- (a) Comprehensive General Liability Form
- (b) Contractual Liability
- (c) Completed Operations/Products Liability
- (d) Personal Injury Liability
- (e) Independent Contractors Working for-Operator
- (f) Hangar Keepers' Liability for an amount no less than the exposure created by operator's operations.
- (g) In-flight Hangar Keepers' Liability, if non-owned aircraft are flown by operator

(2) Airplane Liability including Passenger Liability

- (a) Non-ownership Aircraft Liability, if non-owned aircraft are flown by operator.

(3) Automobile Liability

- (a) Owned
- (b) Non-owned

(b) Workers' Compensation and Employer's Liability Insurance

(c) Property Insurance, as applicable

4. Hours of Operation

The operator shall have its premises open and services available at least eight (8) hours daily, seven (7) days a week.

5. Personnel

The operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person having qualifications and ratings equal to that required for repair of the type of aircraft being serviced.

3. **FLIGHT TRAINING**

A. Definition

A flight training operator is a person(s), firm(s) or corporation(s) engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

B. Minimum Standards

1. Site Development

The operator shall conduct its business on the airports from premises which must include the following at a minimum:

- a. Land to provide for outside parking, storage and ability of aircraft.
- b. Building to provide floor space for offices, classrooms, briefing room, pilot lounge, restrooms and telephone facilities for employees and customers use.
- c. Land for support areas including, but not limited to, automobile parking for employees and customers, pedestrian access to office, classrooms, briefing room, pilot lounge and aircraft parking and storage areas.

2. Services

The operator shall have available for use in flight training, either owned or under written lease to operator, a sufficient number of aircraft properly certified to handle the proposed scope of its student operation, but not less than three (3) properly certificated aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of use in instrument flight instruction.

3. Insurance

The operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

- (a) Liability Insurance
 - (1) Aviation Liability
 - (a) Comprehensive General Liability
 - (b) Contractual Liability
 - (c) Personal Injury Liability
 - (d) Independent Contractors Working for Operator
 - (e) In-flight Hangar Keepers' Liability, if non-owned aircraft are flown by operator
 - (2) Aircraft Liability Including Passenger Liability
 - (a) Non-ownership Aircraft Liability, if non-owned aircraft are flown by operator
 - (3) Automobile Liability
 - (a) Owned
 - (b) Non-owned
- (b) Workers' Compensation and Employer's Liability Insurance
- (c) Property Insurance, as applicable

4. Hours of Operation

The operator shall have its premises open and services available at least eight (8) hours daily, seven (7) days a week.

5. Personnel

The operator shall have on duty, on a full-time basis, at least one (1) flight instructor who has been currently certified by the Federal Aviation Administration to provide the type of flight training offered; and shall have available for call, on a part time basis, at least one (1) flight instructor who has been currently certificated by the Federal Aviation Administration to provide the type of flight training offered.

4. **LINE SERVICES (Aircraft fuels and oil dispensing)**

A. Definition

A line service operator is a person(s), firm(s) or corporation(s) who engages in the sale and into-plane delivery of recognized brands of aviation fuels, lubricants and other related petroleum products as well as providing servicing of aircraft including ramp assistance and the parking, storage and tiedown of aircraft within its premises.

B. Minimum Standards

1. Site Development

The operator shall conduct its business on the airport from premises which must include the following at a minimum:

a. Land to provide outside parking, storage and mobility of aircraft and ground equipment parking.

b. Building to provide floor space for office, Customer lounge, restrooms and telephone facilities for customer and employee uses.

c. Land for support areas including, but not limited to, automobile parking for employees and customers, pedestrian access to office, aircraft parking and storage areas.

d. Land for fuel storage tanks (mobile or stationary) in such fuel storage areas on the airport as may be specified by the County Airports Manager.

e. Permanent underground fuel storage tanks and/or underground hydrant fueling system is the preferred method of storage. However, storage in mobile tankage may be acceptable under conditions stipulated by the County Airports Manager. Above ground storage will be considered only where it can be clearly demonstrated to be rare advantageous than underground storage.

2. Services and Equipment

The operator shall provide an adequate supply of fuel on hand at all times of at least one (1) grade of fuel as closely related as possible to the popular demand of the general aviation and other commercial aviation users of the premises. This supply of fuel may be obtained from the operator's fuel storage tanks, or its hydrant fueling system. However, the operator upon application to the County Airports Manager, may be allowed

to provide the fuel supply from fuel transporting vehicles.

If total reliance is placed upon mobile equipment, the operator shall station on the Airports at least one (1) metered filter-equipped mobile dispenser for dispensing the fuel; and which meets all applicable safety requirements, with reliable metering devices subject to independent inspection, and with a pumping efficiency capable of filling the largest aircraft likely to be serviced within a reasonable period of time. The operator shall also provide a back-up truck, either on-station or on-call, and meeting the same specifications as the primary truck, in the event the primary truck is called out-of-service.

The operator shall provide such minor repair service, not requiring a certificated mechanical rating, and cabin services, to general aviation aircraft and other commercial aviation aircraft as can be performed efficiently on the ramp or other apron parking area, but only within the premises leased, assigned or occupied by the operator or upon such other areas as the County Airports Manager may authorize.

The operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, energizers and starters, heaters and fire extinguishers, as appropriate and necessary for the servicing of general aviation aircraft and other commercial aviation aircraft using the Airports. All equipment shall be maintained and operated in accordance with local and state industrial codes.

3. Insurance

The operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

- a. Liability Insurance
 - (1) Aviation Liability
 - (a) Comprehensive General Liability
 - (b) Contractual Liability
 - (c) Completed Operations/Products Liability
 - (d) Personal Injury Liability
 - (e) independent Contractor Working for Operator
 - (f) Hangar Keepers' Liability for an amount no less than the exposure created by operator's services and activities
 - (2) Automobile Liability
 - (a) Owned
 - (b) Non-owned
- b. Workers' Compensation and Employer's Liability Insurance

c. Property Insurance, as applicable

4. Hours of Operation

The operator shall have premises open for aircraft fueling and oil dispensing service twelve (12) hours per day, seven (7) days a week.

5. Personnel

The operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner.

5. **SPECIALIZED AIRCRAFT REPAIR SERVICES (Radios, propellers, instruments and accessories)**

A. Definition

A specialized aircraft repair service operator is a person(s), firm(s) or corporation(s) engaged in a business capable of providing a shop, or a combination of Federal Aviation Administration certificated shops for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new and/or used aircraft radios, propellers, instruments and accessories, but such is not an exclusive right.

B. Minimum Standards

1. Site Development

The operator shall conduct its business on the airports from premises which must include the following at a minimum:

a. Land to provide outside parking, storage and mobility of aircraft.

b. Building to provide floor space for at least one (1) aircraft, to house all equipment, repair and maintenance space, offices, shop, customer lounge, restrooms and telephone facilities for employee and customer use.

c. Land for support areas including, but not limited to, automobile parking for employees and customers, pedestrian access to office, shops and aircraft parking areas.

2. Services

The operator shall obtain and maintain, as a minimum, the repair station certificates required by the Federal Aviation Administration (FAA) which are applicable to the operation(s) contemplated. The operator may furnish one, or if desired, any combination of the services defined above.

3. Insurance

The operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

a. Liability Insurance

(1) Aviation Liability

- (a) Comprehensive General Liability
- (b) Contractual Liability
- (c) Completed Operations/Products Liability
- (d) Personal Injury Liability
- (e) Independent Contractor Working for Operator
- (f) Hangar Keepers' Liability for an amount no less than the exposure created by operator's services and activities

(2) Automobile Liability

- (a) Owned
- (b) Non-owned

b. Workers' Compensation and Employer's Liability Insurance

c. Property Insurance, as applicable

4. Hours of Operation

The operator shall have its premises open and services available at least eight (8) hours daily, five and one-half (5-1/2) days each week, including one-half (1/2) day on Saturday morning.

5. Personnel

The operator shall have in its employ and on duty during the required operating hours trained personnel in such numbers as are required to meet the

minimum standards set forth in this category in an efficient manner, but never less than one (1) person, currently certificated as a Federal Aviation Administration radio, instrument or propeller repairman, and one (1) other repairman, not necessarily rated.

6. AIR CARRIER, AIRCRAFT CHARTER AND AIR TAXI

A. Definition

An air carrier, aircraft charter and/or, an air taxi operator is a person(s), firm(s) or corporation(s) engaged in the business of providing air transportation (of persons or property) to the general public for hire, either on a scheduled or unscheduled charge basis, as defined in the Federal Aviation Act of 1958, or as said Act may be supplemented or amended from time to time.

B. Minimum Standards

1. Site Development

The operator shall conduct its business on the airport from premises which must include the following at a minimum:

- a. Land to provide outside parking, storage and mobility of aircraft.
- b. Building to provide floor space for office, customer lounge and restrooms and telephone facilities for employee and customers use.
- c. Land for support areas including, but not limited to, automobile parking for employees and customers, pedestrian access to office and aircraft parking or storage areas.

2. Services

The operator shall provide not less than two (2) single-engine (four-place), and one (1) multi-engine aircraft, equipped for and capable of use under instrument conditions, either owned or under written-lease to the operator, all of which must meet the requirements of the Federal Aviation Administration.

The operator shall provide services and equipment for checking in of passengers, handling of luggage, ticketing, and for furnishing or arranging for suitable ground transportation.

3. Insurance

The operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time.

- a. Liability Insurance
 - (1) Aviation Liability
 - (a) Comprehensive General Liability
 - (b) Contractual Liability
 - (c) Personal Injury Liability
 - (d) Independent Contractors Working for Operator
 - (2) Aircraft Liability Including Passenger Liability
 - (3) Automobile Liability
 - (a) Owned
 - (b) Non-owned
- b. Workers' Compensation and Employer's Liability Insurance
- c. Property Insurance, as applicable

4. Hours of Operation

The operator shall have its premises open and services available at least eight (8) hours daily, seven (7) days per week; and shall provide on-call service during hours other than the aforementioned.

5. Personnel

The operator shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) Federal Aviation Administration currently certificated air transport or commercial pilot and otherwise appropriately rated to permit the flight activity within a reasonable or specified maximum notice period.

6. Exemption

Air Carrier, Air Charter and/or Air Taxi companies, not based on County Airports, but who are providing scheduled service to and from County, are exempted from these minimum standards and requirements.

7. **AIRCRAFT RENTAL**

A. **Definition**

An aircraft rental operator is a person, firm or corporation engaged in the rental or leasing of aircraft to the public.

B. **Minimum Standards**

1. **Site Development**

The operator shall conduct its business on the airport from premises which must include the following at a minimum:

- a. Sufficient area to provide for outside parking, storage and mobility of aircraft.
- b. Sufficient building to provide floor space for aircraft storage and space for offices, customer lounge, restroom and telephone facilities for employee and customer use.
- c. Sufficient additional area for support purposes include, but not limited to, automobile parking for employees and customers, pedestrian access to office.
- d. A minimum of one (1) acre of undeveloped land and construction of a minimum of 10,000 square feet of hangar space. When space is available from an existing FBO a sub-lease for a single proposed operation may be considered by the County.

2. **Services**

The operator shall have available for rental or leasing, either owned or under written lease to operate, a sufficient number of aircraft properly certificated to handle the proposed scope of operation, but not less than two (2) certified and currently airworthy aircraft, at least one (1) of which must be equipped for and capable of flight under instrument conditions.

3. **Insurance**

The operation will be required to provide the following types of insurance in the limits specified by the County from time-to-time.

Aircraft Liability

Comprehensive Public Liability and Property Damage
Student and Renters' Liability

4. Hours of Operation

The operator shall have its premises open and services available at least eight (8) hours daily, six (6) days a week.

5. Personnel

The operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth herein, but never less than one (1) person having a current commercial pilot certificate equal to that required for operation of the type of aircraft available for rental.

8. SPECIALIZATION COMMERCIAL FLYING SERVICES

A. Definition

A specialized commercial flying services operator is a person(s), firm(s), or corporation(s) engaged in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

1. Non-stop sightseeing flights that begin and end at the same airport within a 25-mile radius of the Airport.
2. Crop dusting, seeding, spraying and bird chasing.
3. Banner towing and aerial advertising.
4. Aerial photography or survey.
5. Fire fighting.
6. Power line or pipe line patrol.
7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations

B. Minimum Standards

1. Site Development

The operator may be required to conduct its business on the airport from premises which may include any one or combination of the following standards:

- a. Land to provide outside parking, storage and mobility of aircraft.
- b. Building to provide floor space for office, customer lounge and restrooms and telephone facilities for employee and customer use.
- c. Land for support areas including, but not limited to, automobile parking for employees and customers, pedestrian access to office and aircraft parking areas.
- d. Land to provide a centrally drained, paved area for aircraft loading, washing and servicing for the safe storage and containment of noxious chemical materials as well as parking spaces for tank trucks for mixing of liquid spray and mixing liquids, such area to be designated by the County Airports Manager.

This section (d) is applicable only in the case of operations for crop dusting, aerial application or other commercial use of chemicals.

2. Services

The operator shall provide and have based on its premises, either owned or under written lease to operator, not less than one (1) airworthy aircraft, suitably equipped for, and meeting all requirements of the Federal Aviation Administration and applicable regulations of the State of California, with respect to the type of operations to be performed.

In the case of crop dusting or aerial application, the operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.

3. Insurance

The operator under this category will be required to provide the following types of insurance in the limits specified by the County from time-to-time:

- a. Liability Insurance

applicable

- (1) Aviation Liability
 - (a) Comprehensive General Liability
 - (b) Contractual Liability
 - (c) Products/Completed Operations Liability, as
 - (d) Personal Injury Liability
 - (e) Independent Contractors Working for Operator
 - (f) In-flight Hangar Keepers' Liability, if non-owned aircraft are flown by operator
- (2) Aircraft Liability Including Passenger Liability
 - (a) Non-ownership Liability if non-owned aircraft are flown by operator
- (3) Automobile Liability
 - (a) Owned
 - (b) Non-owned

- b. Workers' Compensation and Employer's Liability Insurance
- c. Property Insurance, as applicable

4. Hours of Operation

The operator must provide, at a minimum, during the hours of 8:00 A.M. through 5:00 P.M., Monday through Friday of each week, a point of contact through its office or by telephone for the County or the public desiring to contact the operator or otherwise utilize the operator's services.

5. Personnel

The operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner, but never less than one (1) person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed, and one (1) other person to assist in the loading and servicing of aircraft.

9. **MULTIPLE SERVICES**

A. Definition

A multiple services operator is a person(s), firm(s), or corporation(s) engaged in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided.

B. Minimum Standards

The minimum standards for multiple services operations shall be the same as established for the individual categories of aeronautical services which are combined into a multiple service operation; however, . if any of the individual minimum standards reflect repetitions, the operator shall comply with the highest of the applicable minimum standards.

C. Full Service

A full service operator is defined herein as one which provides a majority of the services listed in Section I.1 and Section II of these rules.

10. COMMERCIAL AVIATION SUB-OPERATORS

A. Definition

A commercial Aviation Sub-Operator is a person(s), firm(s), or corporation(s) engaged in any of the defined aeronautical services under a sub-leasing arrangement with another Commercial Aviation Operator at the Airports.

B. Minimum Standards

A commercial aviation sub-operator shall conduct its business under the same minimum standards as an operator for the individual aeronautical services chosen to be performed by the sub-operator.

11. FLYING CLUBS

Flying clubs are exempt from the minimum standards of these rules. A flying club is defined as a non-profit organization, owned and operated by its charter members. In order to be granted exemption status: (1) the flying club must be sanctioned by the County Airports Manager, (2) it must present proof of its non-profit status, (3) if incorporated it must be chartered as a non-profit corporation, (4) upon demand by the Airports Manager it must divulge the names, addresses and telephone numbers of its members, flight instructors, aircraft maintenance repairman, and any and all others providing support services to the club, and (5) must, upon demand by the County Airports Manager, present its accounting books and aircraft support documents for

inspection.

The Flying Club must procure and maintain, and must provide upon demand by the Airports Manager's evidence of insurance coverage on all aircraft owned or operated by the Club. The minimum coverage shall be aircraft liability including passenger liability.

END OF SECTION

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