



County of San Luis Obispo  
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# Minimum Standards

**THIRD DRAFT  
FOR DISCUSSION PURPOSES ONLY**

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County of San Luis Obispo

*San Luis Obispo County Regional Airport*

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April 28, 2022



**TABLE OF CONTENTS**

**1. INTRODUCTION..... 1**

    1.1. *Purpose..... 1*

    1.2. *General Provisions ..... 1*

    1.3. *Defined Words and Acronyms ..... 1*

    1.4. *Exclusive Rights ..... 1*

    1.5. *Pioneering Period..... 2*

    1.6. *Applicability..... 2*

    1.7. *Amendments..... 2*

**2. GENERAL REQUIREMENTS ..... 3**

    2.1. *Introduction..... 3*

    2.2. *Experience/Capability..... 3*

    2.3. *Agreement Required..... 3*

    2.4. *Payment of Rents, Fees, and Charges..... 3*

    2.5. *Leased Premises..... 3*

    2.6. *Compliance with Airport Sponsor Assurances..... 5*

    2.7. *Licenses, Permits, Certifications, and Ratings..... 5*

    2.8. *Employees..... 5*

    2.9. *Aircraft, Equipment, and Vehicles..... 6*

    2.10. *Business Hours..... 6*

    2.11. *Security..... 6*

    2.12. *Insurance..... 6*

    2.13. *Indemnification and Hold Harmless..... 7*

    2.14. *Enforcement..... 7*

    2.15. *Taxes ..... 7*

    2.16. *Multiple Activities..... 8*

**3. FIXED BASE OPERATOR..... 9**

    3.1. *Introduction..... 9*

    3.2. *Scope of Activities..... 9*

    3.3. *Leased Premises..... 10*

    3.4. *Fuel Storage Facility ..... 11*

    3.5. *Fueling Reports ..... 11*

    3.6. *Fueling Equipment..... 12*

    3.7. *Equipment ..... 12*

    3.8. *Business Hours..... 13*

    3.9. *Employees..... 13*

    3.10. *Standard Operating Procedures..... 13*

    3.11. *Aircraft Removal ..... 14*

**4. AIRCRAFT MAINTENANCE OPERATOR (SASO)..... 15**

    4.1. *Introduction..... 15*

    4.2. *Leased Premises..... 15*

    4.3. *Licenses and Certification ..... 15*

    4.4. *Employees..... 15*

    4.5. *Equipment ..... 15*

    4.6. *Defueling..... 16*



**TABLE OF CONTENTS**

**5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO) ..... 17**

**5.1. Introduction..... 17**

**5.2. Leased Premises..... 17**

**5.3. Licenses and Certifications..... 17**

**5.4. Employees..... 18**

**5.5. Equipment ..... 18**

**6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO) ..... 19**

**6.1. Introduction..... 19**

**6.2. Leased Premises..... 19**

**6.3. Licenses and Certifications..... 19**

**6.4. Employees..... 19**

**6.5. Equipment ..... 20**

**6.6. Business Hours..... 20**

**6.7. Insurance Disclosure Requirement..... 20**

**7. AIRCRAFT SALES OPERATOR (SASO) ..... 21**

**7.1. Introduction..... 21**

**7.2. Leased Premises..... 21**

**7.3. Dealership..... 21**

**7.4. Licenses and Certifications..... 21**

**7.5. Employees..... 21**

**8. AIRCRAFT STORAGE OPERATOR (SASO) ..... 22**

**8.1. Introduction..... 22**

**8.2. Leased Premises..... 22**

**8.3. Business Hours..... 22**

**9. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO) ..... 23**

**9.1. Introduction..... 23**

**9.2. Leased Premises..... 23**

**9.3. Licenses and Certifications..... 23**

**9.4. Employees..... 23**

**9.5. Equipment ..... 24**

**9.6. Business Hours..... 24**

**10. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO) ..... 25**

**10.1. Introduction..... 25**

**10.2. Limitations..... 25**

**10.3. Location..... 25**

**10.4. Licenses and Certifications..... 25**

**10.5. Insurance Disclosure Requirement..... 25**

**11. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO) ..... 26**

**11.1. Introduction..... 26**

**11.2. Limitations..... 26**

**11.3. Ground School Location Requirements..... 26**

**11.4. Licenses and Certifications..... 26**

**11.5. Insurance Disclosure Requirement..... 26**



**TABLE OF CONTENTS**

**12. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO) ..... 27**

**12.1. Introduction..... 27**

**12.2. Leased Premises..... 27**

**12.3. Employees..... 27**

**12.4. Equipment ..... 27**

**12.5. Business Hours..... 27**

**13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)..... 28**

**13.1. Introduction..... 28**

**13.2. Scope of Activity ..... 28**

**13.3. Limitations..... 28**

**13.4. Commercial Operator Permit..... 28**

**14. COMMERCIAL OPERATOR PERMIT..... 29**

**14.1. Introduction..... 29**

**14.2. Application ..... 29**

**14.3. Approved Permit ..... 29**

**14.4. Existing Operator with an Existing Agreement ..... 29**



## **1. INTRODUCTION**

All qualified and experienced entities desirous of engaging in Commercial Aeronautical Activities (Activities) at the San Luis Obispo County Regional Airport (Airport) shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to compliance with these Minimum Standards. Activities may be proposed that do not fall within the categories designated herein. In such a case, appropriate minimum standards shall be established by the County of San Luis Obispo (County) on a case-by-case basis.

### ***1.1. Purpose***

The purpose of these Minimum Standards is to encourage and promote: (a) the consistent provision of high quality Activities at the Airport; (b) the orderly development of aeronautical land and high quality aeronautical Improvements at the Airport; (c) the safety, security, and efficiency at the Airport, and (d) the economic health of Operators engaging in authorized Commercial Activities at the Airport.

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. 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 standard or requirement, or regarding compliance with such standard or requirement, shall be made by the County.

### ***1.2. General Provisions***

These Minimum Standards incorporate, by reference, Appendix A – Primary Management and Compliance Document (PMCD) General Provisions of the Rules and Regulations.

### ***1.3. Defined Words and Acronyms***

These Minimum Standards incorporate, by reference the defined words and acronyms identified in Appendix B – Definitions and Acronyms of the Rules and Regulations and are capitalized whenever used in the PMCDs. Words or acronyms that are not defined shall be construed consistent with common meaning or as generally understood.

### ***1.4. Exclusive Rights***

Granting rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the County as a condition to receiving federal and/or state funds.

The presence of only one Operator engaged in an Activity does not, in and of itself, indicate an Exclusive Right has been granted. It is the policy of the County not to enter or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the County should neither expect nor request that other entities be excluded who desire to engage in the same or similar Activities and are willing to meet these Minimum Standards.



The opportunity to engage in Activities is available to persons and entities willing and able to comply with these Minimum Standards as land and Improvements may be available at the Airport to support such Activities. If land and Improvements are available, proposed uses must be consistent with the current and planned uses of land and Improvements at the Airport and in the best interests of the County and the public, as determined by the County in its sole discretion.

### ***1.5. Pioneering Period***

When specific Activities (e.g., products, services, or facilities) are not currently being provided at the Airport, the County may enter into an Agreement with terms and conditions that are less than those outlined in the Minimum Standards for a limited period of time (known as the pioneering period) to encourage new Activities at the Airport.

### ***1.6. Applicability***

Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the County consistent with Appendix A – PMCD General Provisions of the Rules and Regulations.

**New Operators and Agreements** – These Minimum Standards shall apply to any new Operator or any new Agreement (with new or existing Operators) desirous of engaging in Activities at the Airport.

- Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption to comply with these Minimum Standards.

**Existing Operators and Agreements** – These Minimum Standards shall not apply to any existing Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement. Compliance with these Minimum Standards shall apply to any new agreement executed after the date these Minimum Standards are adopted by the County.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Activities, the existing Operator shall comply with these Minimum Standards.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the County from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

### ***1.7. Amendments***

If these Minimum Standards are amended after an Operator enters into an Agreement, Operator shall not be required to comply with the amended Minimum Standards, except as provided for in Operator’s Agreement or until:

- such time as Operator’s existing Agreement is amended,
- the County approves an assignment of Operator’s Agreement to another entity, or
- Operator enters into a new Agreement with the County.



## **2. GENERAL REQUIREMENTS**

### **2.1. Introduction**

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

### **2.2. Experience/Capability**

Operator shall, in the judgment of the County, demonstrate before and throughout the term of the Agreement the following:

- the capability to consistently provide required products, services, and facilities and to engage in required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to, and to the benefit of, the public with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports,
- the financial wherewithal and technical capability to pay all rents, fees, or other charges owed the County;
- the ability to develop and/or maintain the required land and Improvements;
- the ability to procure and maintain the required Vehicles, Equipment, and/or Aircraft; and
- the capability to employ required Employees.

### **2.3. Agreement Required**

No person or entity (including subtenants and/or Independent Operators) shall engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall include, at a minimum, a Commercial Operator Permit (Permit) issued by the County as outlined in Section 14 of these Minimum Standards. An Agreement shall not reduce or limit Operator’s obligations with respect to compliance with these Minimum Standards.

Unless otherwise required by these Minimum Standards or the Director, itinerant operators who conduct occasional Activities at the Airport including, but not limited to, Aircraft charter, flight training, aerial photography, etc. are not required to obtain a Permit.

### **2.4. Payment of Rents, Fees, and Charges**

Operator shall pay rents, fees, or other charges on time, as specified by the County for engaging in Activities. The County may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the County by any legal means available to the County under any Agreement and as provided by Legal Requirements.

### **2.5. Leased Premises**

Unless otherwise stipulated in these Minimum Standards, Operator shall lease or Sublease land and/or lease, Sublease, construct, or have immediate access to Improvements for the proposed Activities as required in these Minimum Standards.

Specialized Aviation Service Operators (SASOs) are encouraged to be Sublessees of a Fixed Base Operator (FBOs); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may (if available): (a) Sublease land or Improvements from a SASO or Association, or (b) lease Airport land or Improvements from the County.



## GENERAL REQUIREMENTS

**Approval of Proposed Improvements** – Construction of any Improvement must be approved in advance by the Director and County, in compliance with County requirements.

**Contiguous Land** – Unless otherwise approved in an Agreement, all required Improvements including, but not limited to, Ramp, paved Tiedowns, facilities, and Vehicle parking (excluding fuel storage facilities) shall be located on Contiguous land.

Lessees shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, as required in these Minimum Standards.

**Ramp/Paved Tiedowns** – Unless otherwise approved in an Agreement, Ramp associated with hangars shall be no less than 125% of the square footage of the largest hangar of the Contiguous development and able to accommodate the movement of Aircraft into and out of the hangar and the staging and parking of Aircraft. Ramp (including paved Tiedowns) must be:

- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft currently and/or anticipated to use Operator’s Leased Premises;
- able to accommodate the Operator’s Aircraft fleet; and
- located to provide unimpeded movement of Aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.

If Operator utilizes a hangar for storing Operator’s Aircraft fleet and does not handle or store customer Aircraft, Tiedowns are not required.

**Vehicle Parking** – Unless otherwise approved in an Agreement, Paved vehicle parking shall be sufficient to accommodate all vehicles and Equipment currently utilizing the Operator’s Leased Premises on a daily basis including customer and employee parking.

- Paved vehicle parking shall be in close proximity to Operator’s primary facility and on the Leased Premises if physically possible.
- The use of common area parking is permitted if approved in advance by the Director.
- Unauthorized on-street vehicle parking is not permitted.

**Hangars** – Hangars identified throughout these Minimum Standards shall meet the following minimum door height and door width (in feet) requirements (for the type of Aircraft being serviced), unless otherwise stipulated in these Minimum Standards.

	Door Height	Door Width
Single-engine piston	12	45
Multi-engine piston	16	60
Turboprop	18	80
Turbojet	26	100

Hangar door heights and door widths may be less if the hangars are subdivided and configured to accommodate individual bays for storage of single-engine piston Aircraft.

**Self-Service Maintenance** – The following minimum standards are for Operators engaged in Self-Service maintenance on Aircraft owned, leased, and/or operated by (under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with Section 4 of these Minimum Standards.





## GENERAL REQUIREMENTS

Leased Premises (square feet)	Standard	Notes
Hangar	2,500	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft maintained by the Operator, whichever is greater. Shall include dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

### 2.6. Compliance with Airport Sponsor Assurances

To ensure County's compliance with the Assurances, Operator shall (1) provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and (2) charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a complaint and upon request, Operator shall submit a schedule of product, service, and facility pricing to the County within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

### 2.7. Licenses, Permits, Certifications, and Ratings

Prior to engaging in Activities at the Airport, Operator and Operator's employees shall obtain and comply with, at Operator's or employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator's Activities as required by the County or any other duly authorized Agency having jurisdiction.

- Copies of all licenses, permits, certifications, and ratings required shall be kept in effect and posted in a prominent place, readily accessible, and/or visible to the general public.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the County within 14 calendar days.

### 2.8. Employees

Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities, Employees, and Leased Premises.

- The designated person shall have experience managing similar Activities.
- Operator shall give due consideration to notification from the County of dissatisfaction with the designated person's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction which may include replacement of the on-site manager.

During Operator's hours of Activities, a qualified, experienced, and professional on-site supervisor(s) shall be Readily Available and authorized to represent and act on Operator's behalf with respect to Operator's Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

Operator shall have in its employ, on duty, and be immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities. Operator shall control the conduct, demeanor, and appearance of Operator's employees.



**2.9. Aircraft, Equipment, and Vehicles**

Aircraft, Equipment, and vehicles required in these Minimum Standards must be fully operational, compliant with applicable Legal Requirements, available at all times, and capable of providing all required products and services in a manner consistent with its intended use. It is understood that Aircraft, Equipment, and vehicles may be unavailable, from time to time, on a temporary basis due to routine or emergency maintenance so long as:

- Appropriate measures are being taken to return the Aircraft, Equipment, or vehicle to service as soon as possible; and
- Fully operational back-up Aircraft, Equipment, or vehicle is available within a reasonable period of time to provide the required product or service.

**2.10. Business Hours**

Operator’s hours that products, services, and facilities are available and contact information for after-hours services shall be clearly posted in public view using appropriate and professional signage approved, in advance, by the County. Unless otherwise stated in these Minimum Standards, Operator’s Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of **eight hours per day** between the hours of **6:00 a.m. to 8:00 p.m.** Monday through Friday excluding holidays or as otherwise specified in an Agreement.

Unless otherwise stated in these Minimum Standards, Operator’s Activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

**2.11. Security**

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the County including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

Operator shall develop and maintain a Security Plan for Operator’s Leased Premises and Activities.

- Security Plan shall be submitted to the County for review no later than 45 calendar days before Operator is scheduled to commence Activities and it shall be resubmitted any time changes are made.
- Upon request, Operators that are required to comply with a Transportation Security Administration (TSA) security programs must demonstrate written compliance with all relevant and applicable TSA requirements to the County within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the County, FAA, TSA, and any other Agencies.

**2.12. Insurance**

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the insurance minimum coverages and limits required by Legal Requirements and set forth in Airport’s *Minimum Insurance Requirements* for Operator’s Activities or as otherwise specified in an Agreement.



***2.13. Indemnification and Hold Harmless***

Operator shall defend, indemnify, save, protect, and hold harmless the County and the Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the County or Board for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the County or Board and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the County's or the Board's negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Operator's Leased Premises, whether or not due to Operator's own act or omission; (c) any condition created in or about the Operator's Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Operator's obligations under any Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of California's principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the County and Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the County and the Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of California's governmental immunity act or similar statutory provision.

***2.14. Enforcement***

In the event an entity fails to comply with these Minimum Standards, the County shall send a written statement of violation to such entity at its last known address. The entity shall have 10 calendar days within which to (a) provide a written statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected or (b) when and how the violation will be corrected. The County, in its sole discretion, has the right to suspend the entity's Activities and/or revoke the entity's privileges at the Airport, as the County deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the County. The entity shall pay for any costs incurred by the County including, but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

***2.15. Taxes***

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, relating to the Operator's Activities conducted at the Airport.



### ***2.16. Multiple Activities***

When Operator engages in more than one Activity at the Airport, the minimum standards and requirements (including the insurance coverages and limits) for the combined Activities shall be established by the County. The minimum standards and requirements for the combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, employees, vehicles, Equipment, Aircraft, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.



**3. FIXED BASE OPERATOR**

**3.1. Introduction**

A **Fixed Base Operator (FBO)** is engaged, at a minimum, in each of the following Activities (which are defined further in Section 3.2 of these Minimum Standards):

Activities	Notes
Aviation fuels and lubricants	May only be provided by an FBO
Aircraft ground handling services	
Passenger and crew services	
Aircraft parking and storage	
Aircraft maintenance	

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, FBO shall comply with the following minimum standards set forth in this Section.

**3.2. Scope of Activities**

Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO’s Employees using the FBO’s Aircraft, vehicles, Equipment, and resources.

**Aviation Fuels** – FBO shall sell, deliver, and/or dispense, upon request, the following aviation fuels and lubricants into all General Aviation, Air Carrier, government, and military Aircraft using the Airport.

Aviation Fuels and Lubricants	Notes
Jet fuel	Shall comply with the quality specifications outlined in ASTM D 1655 (jet fuel)
Avgas	Shall comply with the quality specifications outlined in ASTM D 1910 (avgas)
Lubricants	Including engine oils, hydraulic fluids, etc.
Response time	Fifteen (15) minutes from time of customer request during required hours, except in circumstances or situations beyond the control of the FBO

**Aircraft Ground Handling Services** – FBO shall provide, upon request, the following Aircraft ground handling services for General Aviation, government, and military Aircraft using the Airport:

Aircraft Ground Handling Services	Notes
Marshalling	For all arriving and departing Aircraft utilizing the FBO Terminal Building
Towing	
Oxygen and Nitrogen	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Compressed air	
Lavatory service	
Potable water	
Ground power	
Assistance to disabled Aircraft	To be provided in compliance with Section 3.11



**FIXED BASE OPERATOR**

**Passenger and Crew Services** – FBO shall provide, upon request, the following passenger and crew services for General Aviation, government, and military Aircraft using the Airport:

Passenger and Crew Services	Notes
Concierge services	Ground transportation (limousine, shuttle, rental car, taxi, etc.), accommodations, and catering arrangements
Cabin services	Includes ice, coffee, newspapers, cabin supplies, etc.
Baggage handling	To and from vehicles and Aircraft
Courtesy transportation	For passengers, crews, and baggage within 5 miles of the Airport

**Aircraft Parking and Storage** – FBO shall develop, own, and/or lease Aircraft parking and storage facilities, consistent with the requirements stipulated in Section 3.3 of these Minimum Standards, for the purpose of subleasing to Based Aircraft and overnight parking and storage of Transient Aircraft.

**Aircraft Maintenance** – FBO shall provide, upon request, Aircraft Maintenance in accordance with Section 4 of these Minimum Standards for the following General Aviation and Air Carrier Aircraft:

Type of Aircraft Maintenance	Notes
<b>General Aviation (Fixed Wing)</b> Piston, turboprop, and turbojet	FBO shall be certified as a 14 CFR Part 145 Repair Station for turboprop and turbojet Aircraft. FBO shall be able to provide wheel, brake, and battery service.
<b>Air Carrier (Fixed Wing)</b> Turboprop or turbojet	FBO shall provide Line Maintenance

**3.3. Leased Premises**

FBO shall have land and Improvements to accommodate all FBO Activities and all approved Sublessees Activities, but not less than the following:

Land and Improvements	Standard	Notes
<b>Land</b>	217,800	Includes Ramp areas owned, leased or managed
<b>Terminal Building (total)</b>	5,000	
Customer area	2,000	Shall include lobby, customer lounge, and sleep/quiet room, kitchen/vending, and restrooms
Line/customer service area	500	Shall include adequate space for line/customer service work areas and storage
Sublease office area	500	Shall be available to accommodate offices, work areas, and storage for Sublessees
<b>Aircraft Maintenance (total)</b>	10,000	Aircraft Maintenance customers shall have immediate access to FBO’s customer lounge and restrooms.
Customer area	250	Only if immediate access is not available, customer area to include customer lounge and restrooms
Maintenance area	1,000	Shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and equipment
Maintenance hangar	7,500	Clear span (on a standalone basis or within another structure) and completely enclosed
Maintenance hangar door	20’/80’	Height/width
<b>Community hangar (total)</b>	40,000	Clear span (on a standalone basis or within another structure) and completely enclosed
Community hangar door	20’/80’	Height/width



## FIXED BASE OPERATOR

Land and Improvements	Standard	Notes
Ramp	108,900	Ramp, which can be owned or leased by the FBO, shall be located immediately adjacent to the FBO Terminal Building
Paved Tiedowns (number)	15	Adequate to accommodate the number, type, and size of General Aviation Based Aircraft and Transient Aircraft requiring Tiedown space on the Leased Premises

### 3.4. Fuel Storage Facility

FBO shall own or lease an above ground fuel storage facility, in a location on the Airport approved by the County, with a total storage capacity not less than the following:

Fuel Storage Facility	Standard	Notes
Jet fuel (gallons)	40,000	Or 3 days peak supply (excluding special events), whichever is greater
Number of tanks / Size of each tank	2 / 20,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period to meet demand
Avgas (gallons)	10,000	Unless FBO has a backup Avgas fuel storage tank, a backup Avgas fuel storage tank must be readily available through written agreement with a separate FBO at the Airport (a copy of which must be provided to the County).
Size of each tank	10,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time to meet demand
Diesel (gallons)	500	For vehicles and Equipment
Waste fuel		FBO shall have adequate and proper storage for waste fuel

FBO shall demonstrate that satisfactory arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers, whichever is greater. FBO shall provide the County with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Legal Requirements for FBO's fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the County at least 30 calendar days prior to any scheduled changes in operations. Ensuring the quality of the fuel is the sole responsibility of FBO.

### 3.5. Fueling Reports

On or before the 15th calendar day of the subsequent month, FBO shall: (a) provide a summary report to the County identifying the number of gallons of aviation fuel by fuel type: (i) purchased by FBO, (ii) delivered to FBO's fuel storage facility, and (iii) dispensed by FBO at the Airport to FBO and customer Aircraft and (b) pay the associated fees due to the County.

Upon request, records and meters shall be made available for review by the County or its designated representative. In the case of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the County, plus interest on the unpaid balance at an annual rate of 10% from the date originally due.



**3.6. Fueling Equipment**

FBO shall have the following fueling Equipment and associated capacities:

Fueling Equipment	Standard	Notes
<b>Jet fuel</b>		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Number of Refueling Vehicle (Number)	2	One Refueling Vehicle shall have over-the-wing and single point Aircraft servicing capability
Capacity of 1 <sup>st</sup> and 2 <sup>nd</sup> Refueling Vehicle	5,000 / 2,000	Gallons
<b>Avgas</b>		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Refueling Vehicle (number / gallon capacity)	1 / 1,000	A backup Refueling Vehicle (through written agreement with a separate FBO, a copy of which must be provided to the County) or through a fixed fueling system must be Readily Available,
Fixed self-serve fueling system	Optional	Can be substituted for Refueling Vehicle. Shall: (a) be constructed or installed in a location approved by the County, (b) be available for public Commercial use, and (c) have detailed and accessible instructions for the proper and safe operation and a fully operational and accessible telephone, emergency shut-off, properly rated fire extinguisher, and fuel spill kit.

**3.7. Equipment**

FBO shall have the following Aircraft ground handling services Equipment:

Aircraft Ground Handling Services	Standard	Notes
Ramp marshalling vehicle(s)	1	
Marshalling wands	As required	
Equipment for securing Aircraft on the Ramp	Yes	Including ropes, chains, and/or other types of Aircraft restraining devices and wheel chocks which are required to safely secure Aircraft as described in AC 20-35 series
Towing vehicle(s)	2	With tow bars /heads having a rated draw bar capacity to meet the towing requirements of the heaviest General Aviation Aircraft normally frequenting the Airport
Oxygen / Nitrogen cart(s)	1	
Compressed air unit(s)	1	
Lavatory service cart(s)	1	
Potable water unit(s)	1	
Air stair unit(s)	1	Readily Available through written agreement with an Operator at the Airport (a copy of which must be provided to the County).
Ground power units	2	
Spill kits	As required	Includes necessary materials to contain and restrict a fuel spill and other Hazardous Materials from flowing into drains and other areas, in compliance with the FBO's SPCC Plan.
Dry chemical fire extinguisher units	As required	Approved and regularly inspected units shall be maintained within hangars, on Ramp areas, at fuel storage facilities, and on Equipment and Refueling Vehicles.





**FIXED BASE OPERATOR**

FBO shall have the following passenger and crew services Equipment:

Passenger and Crew Services	Standard	Notes
Ramp transportation vehicle(s)	1	For transportation of passengers, crew, and baggage to and from Aircraft to FBO Terminal Building or vehicle parking
Courtesy vehicle(s)	1	Must be able to transport 5 passengers
Crew car(s)	1	To be utilized by crew members for transportation to and from FBO to local area lodging and restaurants

**3.8. Business Hours**

FBO Activities (except for Aircraft Maintenance) shall be continuously offered and available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	0600-2200 / 7	Open during holidays. After-hours response time of 1 hour

FBO’s Aircraft Maintenance shall be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 4.6 of these Minimum Standards.

**3.9. Employees**

Employees, while on duty, shall be clean, neat in appearance, and always properly uniformed. Uniforms shall identify the name of the FBO. Management and administrative employees shall not be required to be uniformed but shall wear County approved identification.

FBO shall have the following properly trained and qualified Employees (on each shift) to provide Aircraft fueling, Aircraft ground handling services, and passenger and crew services, as follows:

FBO Employees	Standard	Notes
Line service technicians (LSTs)	2	At least one supervisory LST must be trained in an FAA approved fire safety program (14 CFR Part 139.321)
1 <sup>ST</sup> and 2 <sup>nd</sup> Shift	2	
3 <sup>rd</sup> Shift	On-call	
Customer Service Representatives (CSRs)	1	An LST may fulfill CSR responsibilities unless the LST is performing duties off Airport.

FBO (or authorized Aircraft Maintenance Operator) shall comply with the Aircraft Maintenance Employee requirements identified in Section 4.

**3.10. Standard Operating Procedures**

FBO shall develop and maintain standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and associated record keeping, emergency response procedures to fuel spills and fires, and Aircraft ground handling procedures.

FBO’s SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, fueling Equipment, and fuel storage facilities.

FBO’s SOP shall be submitted to the County no later than 30 calendar days before the FBO’s Activities are scheduled to commence and shall be resubmitted any time changes are made.



## FIXED BASE OPERATOR

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Fuel storage facilities and Refueling Vehicles shall be equipped and maintained to FBO's SOP and shall comply with applicable Legal Requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 *Handling/Storing of Hazardous Substances and Materials*; and
- applicable Advisory Circulars (ACs) including AC 00-34 series *Aircraft Ground Handling and Servicing*, AC 150/5210 series *Painting, Marking and Lighting of Vehicles Used on an Airport*, and AC 150/5230 series *Aircraft Fuel Storage, Handling, and Dispensing on Airports*.

### **3.11. Aircraft Removal**

Recognizing that Aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the County, the Aircraft Owner, or Aircraft Operator in order to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan and have the necessary Equipment Readily Available to remove up to and including General Aviation Design Group III Aircraft.



## AIRCRAFT MAINTENANCE OPERATOR (SASO)

### 4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

#### 4.1. Introduction

An **Aircraft Maintenance Operator** is engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

#### 4.2. Leased Premises

Operator shall have land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of Aircraft, which are not cumulative.

Leased Premises (square feet)	SE Piston	ME Piston	Turboprop	Turbojet
<b>Land (Lessee only)</b>	21,780	21,780	32,670	32,670
<b>Customer, Administrative, and Maintenance area</b>	Customer area shall include adequate space for lounge and restrooms. Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.			
As a Sublessee	Must have immediate access to a customer lounge and restrooms			
<b>Hangar</b>	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.			
As a Lessee or Sublessee	2,500	3,600	10,000	10,000

#### 4.3. Licenses and Certification

Operator shall be properly certificated by the FAA as a Repair Station (as defined by 14 CFR Part 145).

#### 4.4. Employees

Operator shall employ the number of Employees as required by the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

#### 4.5. Equipment

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications and the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).



## AIRCRAFT MAINTENANCE OPERATOR (SASO)

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### ***4.6. Defueling***

Operator may defuel a customer's Aircraft only if necessary, for Aircraft Maintenance purposes. Employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. Additionally, Operator may refuel the defueled Aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be construed to permit Operator to engage in the sale or dispensing of fuels as this Activity is specifically reserved for an FBO (see Section 3 of these Minimum Standards).

Operator conducting defueling and refueling of Aircraft shall have adequate and proper fuel storage, provide the County with an SPCC Plan for defueling, refueling, and fuel storage, and conform with Sections 3.5 and 3.10 of these Minimum Standards.



## AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

### 5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

#### 5.1. Introduction

An **Avionics or Instrument Maintenance Operator** is engaged in the maintenance or alteration of one or more of the items described in 14 CFR Part 43 – Appendix A (i.e., Aircraft radios, electrical systems, or instruments) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

#### 5.2. Leased Premises

Operator shall have land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of Aircraft, which are not cumulative.

For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum Leased Premises requirements, which are not cumulative, are as follows.

Leased premises (square feet)	Standard	Notes
<b>Land (Lessee only)</b>	10,890	
<b>Customer, Administrative, and Maintenance Area (Lessee / Sublessee)</b>		Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, storage for Aircraft parts and related components, and Equipment. Customer area shall include adequate space for lounge and restrooms
<i>Sublessee</i>	Must have immediate access to customer lounge and restrooms	

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	SE Piston	ME Piston	Turboprop	Turbojet
Land (Lessee only)	21,780	21,780	32,670	32,670
<b>Customer, Administrative, and Maintenance area</b>	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment. Customer area shall include space adequate space for lounge and restrooms			
<i>Sublessee</i>	Must have immediate access to a customer lounge and restrooms			
<b>Hangar</b>	Shall be large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.			
As a Lessee or Sublessee	2,500	3,600	10,000	10,000

#### 5.3. Licenses and Certifications

Operator shall be properly certificated by the FAA as a Repair Station. Employees shall be properly certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.



## AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

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### ***5.4. Employees***

Operator shall employ the number of Employees as required by the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

### ***5.5. Equipment***

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications and the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).



**AIRCRAFT RENTAL OR  
FLIGHT TRAINING OPERATOR (SASO)**

**6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)**

**6.1. Introduction**

An **Aircraft Rental Operator** is engaged in the rental of Aircraft to the public and a **Flight Training Operator** is engaged in providing flight instruction to the public. These Minimum Standards apply to Operator’s that lease or Sublease land or Improvements on the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

**6.2. Leased Premises**

Operator shall have land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of Aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
<b>Land (Lessee only)</b>	21,780	
<b>Customer area</b>		
Lessee		Shall include adequate space for a customer lounge, class/training room(s), and restrooms.
Sublessee		Shall include adequate space for class/training room(s) and immediate access to customer lounge and restrooms.

**6.3. Licenses and Certifications**

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

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

**6.4. Employees**

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Customer Service Representatives (CSR)	1	A Flight Instructor may fulfill the responsibilities of the CSR unless the Flight Instructor is performing duties off the Leased Premises.
<b>Flight Training Operators only</b>		
Flight Instructors	2	
Certificated ground school instructors	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.



**AIRCRAFT RENTAL OR  
FLIGHT TRAINING OPERATOR (SASO)**

**6.5. Equipment**

Operator shall have the following number of Aircraft available for rental or flight training, as applicable. All Aircraft shall be owned, leased, and/or operated by (under the full and exclusive control of) Operator.

Equipment	Standard	Notes
Fixed wing or rotary wing Aircraft	2	One Aircraft must be IFR capable and four-place except for Operators solely focused on sport Aircraft.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.

**6.6. Business Hours**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following hours:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 6	Holiday hours not required, After-hours by prior arrangement.

**6.7. Insurance Disclosure Requirement**

Operator conducting Aircraft rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the County.





**7. AIRCRAFT SALES OPERATOR (SASO)**

**7.1. Introduction**

An **Aircraft Sales Operator** is engaged in the sale of more than three new and/or used Aircraft during a 12-month period. This excludes individuals selling personally owned Aircraft, unless the individual purchases Aircraft for the primary purpose of resale.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

**7.2. Leased Premises**

Operator shall have land and Improvements to accommodate all Activities of Operator and all approved Subtenants Activities, but not less than the following based on the type of Aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
<b>Land (Lessee only)</b>		
<i>Without hangar</i>	10,890	
<i>With hangar</i>	21,780	For Aircraft storage or Self-Service Aircraft Maintenance
<b>Customer area</b>		
<i>Tenant</i>		Shall include adequate space for customer lounge and restrooms
<i>Subtenant</i>	Must have immediate access to a customer lounge and restrooms	
<b>Administrative area</b>		Shall include dedicated space for administrative work areas and storage

**7.3. Dealership**

Operator, who is an authorized factory sales franchise, dealer, or distributor shall have available or shall make available with reasonable advance notice at least one current model demonstrator of Aircraft in each of its currently authorized product lines.

**7.4. Licenses and Certifications**

Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

**7.5. Employees**

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Commercial Pilot(s)	1	
Customer Service Representatives (CSR)	1	A commercial pilot may fulfill the responsibilities of the CSR unless the commercial pilot is performing duties off-Airport.



## AIRCRAFT STORAGE OPERATOR (SASO)

### 8. AIRCRAFT STORAGE OPERATOR (SASO)

#### 8.1. Introduction

An **Aircraft Storage Operator** owns (or leases) an Aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Activities.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

#### 8.2. Leased Premises

Operator shall have land and Improvements to accommodate all Activities of Operator and all approved Subtenants Activities, but not less than the following based on the type of Aircraft, which are not cumulative.

Leased Premises (square feet)	SE Piston	ME Piston	Turboprop	Turbojet
Land (Lessee only)	21,780	21,780	32,670	32,670
Hangar	2,500	3,600	10,000	10,000
	<p><i>Note</i> Cumulative amount of hangar located on land limited to the following types of hangar structures: (a) single structures of not less than 2,500 square feet completely enclosed or (b) single structures of not less than 6,000 square feet subdivided and configured (although each unit shall not be less than 1,000 square feet) to accommodate individual bays for storage of Aircraft designed in accordance to the requirements in Section 2.5. for single-engine piston Aircraft.</p>			

#### 8.3. Business Hours

Operator shall ensure the facilities are open and available for use (and readily accessible) during the following hours:

Hours	Standard	Notes
Hours (per day) / Days (per week)	24 / 7	Including holidays



**AIRCRAFT CHARTER OR  
AIRCRAFT MANAGEMENT OPERATOR (SASO)**

**9. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)**

**9.1. Introduction**

An **Aircraft Charter Operator** is engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125) utilizing Based Aircraft from the Airport.

An **Aircraft Management Operator** is engaged in providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

**9.2. Leased Premises**

Operator shall have land and Improvements to accommodate all Activities of Operator and all approved Sublessee Activities, but not less than the following based on the type of Aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	21,780	
Customer and Administrative area	Administrative area shall include dedicated space for employee offices, work areas, and storage.	
Lessee		Shall include adequate space for customer lounge and restrooms
Sublessee		Shall have immediate access customer lounge and restrooms

**9.3. Licenses and Certifications**

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/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the County within three calendar days.

**9.4. Employees**

If certificated to engage in on-demand common carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135. If certificated to engage in private carriage (as defined in 14 CFR Part 125), Aircraft Charter Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Chief Pilot	Yes	A commercial pilot may serve as the chief pilot.
Commercial Pilot(s)	1	
Customer Service Representative (CSR)	1	The chief pilot or a commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:



**AIRCRAFT CHARTER OR  
AIRCRAFT MANAGEMENT OPERATOR (SASO)**

<b>Employees</b>	<b>Standard</b>	<b>Notes</b>
Commercial Pilot(s)	1	If providing pilot services
Customer Service Representative (CSR)	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

**9.5. Equipment**

Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Aircraft for the type of Aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions.

**9.6. Business Hours**

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

<b>Hours</b>	<b>Standard</b>	<b>Notes</b>
Hours (per day) / Days (per week)	8 / 5	Holiday hours not required

For Aircraft Charter Operator, after-hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

<b>After-hours, On-Call Response Time</b>	<b>Standard</b>	<b>Notes</b>
Response to customer inquiries	1 hour	
Provision of trip quote	1 hour	
Flight initiation	2 hours	Notwithstanding circumstances beyond Operator’s control (e.g., Aircraft availability, weather, etc.), Operator shall be able to initiate the flight within the time period identified.



## INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

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### 10. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

#### 10.1. Introduction

An **Independent Aircraft Maintenance Operator** is engaged in providing limited Aircraft Maintenance for airframe and powerplant on the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator, but does not lease or sublease land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

#### 10.2. Limitations

- As determined by the County in its sole discretion, if an Aircraft Maintenance Operator is fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.
- An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft under 12,500 pounds maximum certified gross weight and shall not solicit Transient Aircraft for any reason. However, at the request of an FBO or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft from the FBO's or Aircraft Maintenance Operator's Leased Premises.

#### 10.3. Location

Independent Maintenance Operator shall only provide maintenance from an Aircraft Maintenance Operator facility or in locations designated and approved in writing by the County. These locations (including any Improvements) must meet applicable Legal Requirements for the type of Aircraft Maintenance being provided.

#### 10.4. Licenses and Certifications

Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed. Independent Maintenance Operator shall have a Commercial Operator Permit, as required in Section 16.

#### 10.5. Insurance Disclosure Requirement

Operator shall provide a notice to its customers that identifies the insurance coverages provided by the Operator. Insurance coverage shall conform with the insurance requirements set forth in the Airport's *Minimum Insurance Requirements*. Operator shall provide a copy of such notice to the City.



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## INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

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### 11. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

#### 11.1. Introduction

An **Independent Flight Training Operator** is an individual providing flight training to the general public originating from the Airport but does not lease or Sublease land and/or Improvements at the Airport.

A person holding a current FAA Flight Instructor certificate, who provides occasional flight training to an Aircraft Owner in the Aircraft Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, is not intended to be subject to these standards because they are not considered a commercial activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section:

#### 11.2. Limitations

- As determined by the County in its sole discretion, if a Flight Training Operator is fully meeting the demand for flight training, Independent Flight Training Operators may be prohibited at the Airport.
- An Independent Flight Training Operator is strictly forbidden from conducting such Activity in the Operator's Aircraft (owned, leased, borrowed, or rented) from the transient parking area or from a non-commercial Hangar or Tiedown at the Airport.
- An Independent Flight Training Operator may only provide flight training to the Aircraft Owner in the Aircraft Owner's Aircraft.

#### 11.3. Ground School Location Requirements

When conducting ground school instruction at the Airport, an Independent Flight Training Operator shall utilize an FBO or an Aircraft Rental or Flight Training Operator's facility (upon receiving approval to do so) or at a location designated and approved in writing by the Director.

#### 11.4. Licenses and Certifications

Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or flight training being provided.

Independent Flight Training Operator shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

#### 11.5. Insurance Disclosure Requirement

Operator conducting flight training shall provide notice to students (and incorporate within instruction agreements) that: (a) identifies the insurance coverages provided to the student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the student that additional insurance coverage is available (i.e., that the student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the County.



## **12. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)**

### ***12.1. Introduction***

This Section pertains to SASOs engaged in one or more of the following Activities.

**Limited Aircraft Services and Support** is defined as limited Aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.).

**Experimental Aircraft Services and Support** is defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).

**Miscellaneous Commercial Services and Support** is defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

**Other Air Transportation Services for Hire** is defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

### ***12.2. Leased Premises***

Operator shall have land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities as approved to by the County.

### ***12.3. Employees***

Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities as approved by the County.

### ***12.4. Equipment***

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, Equipment, and, if appropriate, one certified and continuously airworthy Aircraft as approved by the County.

Operator shall have sufficient materials and/or supplies available to support the Activities.

### ***12.5. Business Hours***

Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports as approved by the County. Operator shall be available to meet the reasonable demands of customers for the Activities.



### **13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)**

#### ***13.1. Introduction***

The County recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements (i.e., Aircraft Maintenance, flight training, etc.). When specialized aviation service is required but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the County may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the County of the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

#### ***13.2. Scope of Activity***

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the County in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

#### ***13.3. Limitations***

As determined by the County in its sole discretion, if an Operator located at the Airport is fully capable of providing requested specialized aviation service(s), a Temporary Specialized Aviation Service Operator may be prohibited from providing such services at the Airport.

#### ***13.4. Commercial Operator Permit***

Prior to engaging in Activities at the Airport, Operator must obtain a Commercial Operator Permit from the County for a specific period of time (typically no more than 30 calendar days) as provided for in Section 16. Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved Commercial Operator Permit.

Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved Commercial Operator Permit.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the County prior to Operator engaging in Activities on the Airport.





## 14. COMMERCIAL OPERATOR PERMIT

### 14.1. Introduction

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the *Commercial Operator and Lessee Application* (Application), submit the Application to the County, and obtain a *Commercial Operator Permit* (Permit) from the County prior to engaging in the desired Activities.

### 14.2. Application

Applicant shall submit all the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the County to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the County with the information, data, and/or documentation necessary to enable the County to make a meaningful assessment of Applicant's desired Activities and determine whether the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the County and subject to the Applicant complying with all requirements, a Permit will be issued by the County.

### 14.3. Approved Permit

The Permit will be valid for the period indicated in the Permit if Operator meets the following requirements:

- The information submitted by Operator is and remains current. Operator shall notify the County in writing within 30 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the County the option to terminate the Permit and/or the Agreement.

### 14.4. Existing Operator with an Existing Agreement

**No Change in Scope of Activities** – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

**Change in Scope of Activities** – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the County prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.