



City of Fullerton  
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# **General Aviation Minimum Standards**

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City of Fullerton

*Fullerton Municipal Airport*

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October 16, 2019



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**1. INTRODUCTION**

***1.1. Introduction***

All qualified and experienced entities desirous of engaging in Commercial General Aviation Aeronautical Activities (Activities) at the Fullerton Municipal Airport (Airport) shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to complying with these General Aviation Minimum Standards (Minimum Standards). Commercial 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 City of Fullerton (City) on a case-by-case basis.

***1.2. 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 General Aviation land and high quality General Aviation Improvements at the Airport; (c) the safety, security, and efficiency at the Airport, and (d) the economic health of General Aviation Operators 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 City.

***1.3. General Provisions***

The General Provisions set forth in Appendix A are common to these Minimum Standards and other documents that govern the development, operation, and management of the Airport collectively referred to as Primary Management and Compliance Documents (PMCDs) and are incorporated herein by reference.

***1.4. Definitions***

The terms defined in Appendix B and identified by use of a capital letter, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

***1.5. 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 City as a condition to receiving federal and/or state funds.

The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into 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 City should neither expect nor request that other entities be excluded who also desire to engage in the same or similar Activities and are willing to meet these Minimum Standards.



The opportunity to engage in Activities shall be made available to those entities willing and able to comply with these Minimum Standards and as land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the City and the public, as determined by the City in its sole discretion.

### ***1.6. Pioneering Period***

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the City may enter into an Agreement under terms and conditions that may be less than those outlined in the Minimum Standards for a limited period of time (known as the pioneering period).

### ***1.7. 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 City consistent with City of Fullerton Municipal Code Section 18.03.110 Commercial Operations.

**New Operators and Agreements** – These Minimum Standards shall apply to any new Operator desirous of engaging in Activities at the Airport and new Agreements (with new or existing Operator’s) relating to the leasing and/or occupancy of land and/or Improvements for the purposes of engaging in Activities.

**Existing Operators and Agreements** – These Minimum Standards shall not apply to any 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.

- 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 City from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

### ***1.8. 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 City approves an assignment of Operator’s Agreement to another entity; or
- Operator enters into a new Agreement with the City.



**2. GENERAL REQUIREMENTS**

**2.1. Introduction**

Operators engaging in Activities at the Airport including subleases, 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 City, demonstrate before and throughout the term of the Agreement the following:

- The capability of consistently providing the required Commercial General Aviation products, services, and facilities and engaging in the 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, and
- The financial wherewithal and technical capability of paying all rents, fees, or other charges owed the City; developing and maintaining the required land and Improvements; procuring and maintaining the required Vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the Activities.

**2.3. Agreement**

Entity shall not engage in Activities at the Airport without an Agreement or a Commercial Operator Permit (COP) authorizing such Activities. An Agreement or COP shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

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

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

**2.5. Leased Premises**

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

**Approval of Improvements** – Construction of any Improvements must be approved in writing in advance by the City, in accordance with City's requirements, and any Agency having jurisdiction.

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** – Ramp associated with hangars shall be no less than 125% of the square footage of the largest hangar of the 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:

- Separated by no more than a Taxilane which allows entity to taxi or tow an aircraft without traversing a Taxiway or public roadway;
- Of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator's Leased Premises;
- Able to accommodate the Operator's aircraft fleet; and



- Located so as 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 Operator does not handle or store customer aircraft, Tiedowns are not required.

**Vehicle Parking** – Paved Vehicles parking shall be sufficient to accommodate all Vehicles and Equipment projected or currently utilizing the Operator’s Leased Premises on a daily basis.

- Leased Premises that require public access shall have direct Landside access.
- Paved Vehicles parking shall be located in close proximity to Operator’s primary facility

**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.

	<b>Door Height</b>	<b>Door Width</b>
Single-engine piston	12	45
Multi-engine piston	16	55
Turboprop/Turbojet	18	80

Hangar door heights and door widths may be less if the hangars are single structures 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.

**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 the minimum standards for an Aircraft Maintenance Operator (see Section 5 of these Minimum Standards).

<b>Leased Premises (square feet)</b>	<b>Standard</b>	<b>Notes</b>
Maintenance area	360	Shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	3,000	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.

**2.6. Compliance with Airport Sponsor Assurances**

To ensure City’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 City 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**

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 City or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

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

Entities engaged in Activities defined herein shall obtain a COP as outlined in Section 13 of these Minimum Standards prior to engaging in Activities.

Unless required by these Minimum Standards or directed by the Airport Manager, entities not based at the Airport and conducting occasional Activities at the Airport including, but not limited to, aircraft charter, flight training, and aerial photography, are not required to obtain a COP.

**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.

- This designated person shall have at least three years recent and relevant experience managing similar Activities at a comparable airport, as determined by the Airport Manager.
- Operator shall give due consideration to notification from the City of dissatisfaction with the designated person’s performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.

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 Operators 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, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

- Appropriate measures are being taken to return the aircraft, Equipment, or Vehicles to service as soon as possible and
- Fully operational back-up aircraft, Equipment, or Vehicles 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 (if required) shall be clearly posted in public view using appropriate and professional signage approved in advance by the City. 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 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays or as otherwise specified in an Agreement.

**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 City including the name of the primary and secondary contacts. The designated individual(s) shall be available (by telephone) on a 24-hour basis.

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

- Security Plan shall be submitted to the City for review no later than 30 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 City within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the City, 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 the Airport's Minimum Insurance Requirements document for Operator's Activities.

- The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of State of California (with a Best rating of A or above) or be approved in writing by the City.
- When coverages or limits set forth in the Airport's Minimum Insurance Requirements document are not commercially available, appropriate replacement coverages or limits must be approved in writing by the City at least 15 calendar days before Operator is scheduled to commence Activities.
- The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

All insurance policies, which Operator is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.

- "City of Fullerton and/or the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or Vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the City of Fullerton."



## GENERAL REQUIREMENTS

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- “Such insurance, as to the interest of the City of Fullerton only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to City of Fullerton and/or the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.”
- “Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to City of Fullerton.”

Companies issuing required insurance policies shall have no recourse against the City or Airport for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the City upon execution of any Agreement, or when approval is given by the City to conduct Activities. Thereafter, Operator shall provide certificates of insurance to the City every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

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

Operator shall defend, indemnify, save, protect, and hold harmless the City and the City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the City or City Council 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 City or City Council 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 City’s or the City Council’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 City and City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the City and the City Council, 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 City shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the City explaining why the violation occurred and to advise the City that the violation has been corrected or (b) when and how the violation will be corrected. The City, 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 City 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 City. The entity shall pay for any costs incurred by the City, 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 City. 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 or an Limited Fixed Base Operator (LFBO).
Aircraft ground handling services	
Passenger and crew services	
Aircraft maintenance	Maybe provided by an authorized sublease

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, government, and military aircraft using the Airport.

Aviation Fuels and Lubricants	Notes
Jet fuel	Optional if provided by another FBO. 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 customers’ 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 leasehold premises
Towing	Capable of towing the largest aircraft routinely using the Airport
Oxygen and Nitrogen	
Compressed air	
Assistance to disabled aircraft	To be provided in compliance with Section 3.12

**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 (rental car, limousine, shuttle, taxi, etc.), accommodations, and catering arrangements
Baggage handling	To and from Vehicles and aircraft



**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 5 of these Minimum Standards for the following General Aviation aircraft:

Type of Aircraft Maintenance	Notes
General Aviation (Fixed Wing)	For Piston and turboprop aircraft. FBO shall provide Line Maintenance including wheel, brake, and battery service. FBO can meet these requirements by arrangement with an Operator who meets the minimum standards for Aircraft Maintenance Operator as set forth in Section 5.

**3.3. Leased Premises**

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

Land and Improvements	Standard	Notes
Land (entire leasehold premises)	108,900	Includes Ramp/Tiedown area
Terminal Building (total)	2,000	Wi-Fi to be available throughout the facility
Customer area	500	Shall include lobby, customer lounge, conference 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
Aircraft Maintenance (total)	4,000	Aircraft Maintenance customers shall have immediate access to FBO’s customer lounge and restrooms.
Customer area	250	Only required if immediate access is not available FBO’s customer lounge and restrooms, 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	3,000	Clear span (on a standalone basis or within another structure) and completely enclosed
Maintenance hangar door	18’/55’	Height/width
Community Hangar (Optional)	20,000	Clear span (on a standalone basis or within another structure) and completely enclosed
Community hangar door	20’/80’	Height/width
Ramp	43,560	Ramp, which can be owned, leased, or managed by the FBO, shall be located immediately adjacent to the FBO Terminal Building
Paved Tiedowns (number)	10	Or 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. Licenses and Certification**

Operator shall be properly certificated by the FAA and other Agencies having jurisdiction. Employees shall be property certificated by the FAA and hold the appropriate ratings for the work being performed.



**3.5. Fuel Storage Facility**

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

<b>Fuel Storage Facility</b>	<b>Standard</b>	<b>Notes</b>
Jet fuel (gallons)	12,000	Optional if another FBO is providing Jet Fuel
Number of tanks / Size of each tank	1 / 12,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time to meet demand
Avgas (gallons)	10,000	
Number of tanks / Size of each tank	1 / 10,000	FBO shall be capable of expanding fuel storage facility capacity within a reasonable period of time to meet demand
Mogas (number of tanks / gallons)	1 / 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 City 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 City at least 30 calendar days prior to any scheduled changes in operations. Ensuring the quality of the fuel is the sole responsibility of FBO.

**3.6. Fueling Reports**

In conformance with its Agreement, FBO shall, on a monthly basis: (a) provide a summary report to the City 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 City.

Upon request, records and meters shall be made available for review by the City 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 City, plus any interest on the unpaid balance at an annual rate as provided for in an Agreement

**3.7. Fueling Equipment**

FBO shall have the following fueling Equipment and associated capacities:

<b>Fueling Equipment</b>	<b>Standard</b>	<b>Notes</b>
Jet fuel		Optional if another FBO is providing Jet Fuel.
Refueling Vehicle (number / gallon capacity)	1 / 2,000	Equipped with metering devices that meet applicable Legal Requirements.
Avgas		
Refueling Vehicle (number / gallon capacity)	1 / 500	Equipped with metering devices that meet applicable Legal Requirements. A backup Refueling Vehicle (through written agreement with a separate FBO, a copy of which must be provided to the City) or through a fixed fueling system must be Readily Available,



<b>Fueling Equipment</b>	<b>Standard</b>	<b>Notes</b>
Fixed self-serve fueling system	Optional	Can be substituted for Refueling Vehicle. Shall: (a) be constructed or installed in a location approved by the City, (b) be available for public Commercial use, (c) have detailed and accessible instructions for the proper and safe operation, and (d) comply with all applicable Legal Requirements.

**3.8. Equipment**

FBO shall have the following aircraft ground handling services Equipment:

<b>Aircraft Ground Handling Services</b>	<b>Standard</b>	<b>Notes</b>
Ramp marshalling Vehicles(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 Vehicles(s)	1	With tow bars /heads having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest General Aviation aircraft frequenting the Airport
Oxygen / Nitrogen cart(s)	1	
Compressed air unit(s)	1	
Spill kits	As required	For each refueling Vehicles and self-fueling facility. 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.

**3.9. 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:

<b>Hours</b>	<b>Standard</b>	<b>Notes</b>
Hours (per day) / Days (per week)	0800 -1700 / 5 days per week during Pacific Standard Time	0800 – 2000 / 5 days per week during Pacific Daylight Time. Holiday hours not required. After-hours by prior arrangement.

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 0800-1700 / 5 days per week. After-hours by prior arrangement.

**3.10. 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 City approved identification.





FBO shall have the following properly trained and qualified Employees during regular business hours 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)
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 have properly trained and qualified employees to perform Aircraft Maintenance on General Aviation aircraft normally frequenting the Airport, as follows:

Aircraft Maintenance Employees	Standard	Notes
A & P Mechanics	1	An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P Mechanic is performing duties off Airport.
Customer Service Representative(s)	1	

**3.11. 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 City no later than 30 calendar days before the FBO's Activities are scheduled to commence and shall be resubmitted any time changes are made.

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*.

**3.12. 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 City, the aircraft Owner, or Aircraft Operator during required business hours. During afterhours, FBO shall respond within 60 minutes. Such response times are required to maintain the operational readiness of the Airport. FBO shall prepare an aircraft removal plan and have the necessary Equipment Readily Available to remove aircraft.



**4. LIMITED FIXED BASE OPERATOR**

**4.1. Introduction**

A Limited Fixed Base Operator (LFBO) is engaged in the sale of Avgas to Aircraft Operators through a fixed commercial self-service Fueling facility. An LFBO may also provide optional services such as flight training, aircraft rental, aircraft maintenance, aircraft storage (tiedown/hangar), office rental, and shop rental. Optional services may be provided by approved Sublessees that conform with applicable Minimum Standards for their contemplated Activities.

- LFBO shall not engage in any other type of Fueling activity or provide aircraft ground handling services.

In addition to the General Requirements set forth in Section 2, each LFBO at the Airport shall comply with the following minimum standards set forth in this Section.

**4.2. Leased Premises**

Operator shall have adequate 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.

Land and Improvements	Standard	Notes
Land (entire leasehold premises)	50,000	Includes Ramp/Tiedown area
Customer, Administrative, and Maintenance area (total)	2,500	Wi-Fi to be available throughout the facility
Customer area	500	Shall include lobby, customer lounge, vending, and restrooms and shall be available to accommodate customers of Sublessees
Administration area	1,000	Shall include adequate space for administrative use including offices, conference room(s), classroom/ground school facilities (when applicable) and storage.
Sublease office area	500	Shall be available to accommodate offices, work areas, and storage for Sublessees
Aircraft Maintenance (total)	3,000	Only if Operator is engaged in self-maintenance. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 5).
Maintenance area	500	Shall include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment
Maintenance hangar	2,500	Clear span (on a standalone basis or adjacent to another structure) and completely enclosed.
Maintenance hangar door	12'/45'	Height/width
Ramp	43,560	Ramp, which can be owned, leased, or managed and located immediately adjacent to the LFBO
Paved Tiedowns (number)	10	Or adequate to accommodate the number, type, and size of General Aviation Based Aircraft and Transient Aircraft requiring Tiedown space on the Leased Premises

**4.3. Fuel Storage**

LFBO shall own or lease an above ground or below ground self-service fuel facility in a location approved by the City with a total storage capacity of not less than the following:

Fuel Storage Facility	Standard	Notes
Avgas (gallons)	8,000	
Number of tanks / Size of each tank	1 / 8,000	



**LIMITED FIXED BASE OPERATOR**

Fuel Storage Facility	Standard	Notes
Waste fuel		LFBO shall have adequate and proper storage for waste fuel

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

**4.4. Fueling Reports**

In conformance with its Agreement, the LFBO shall: (a) provide a summary report to the City identifying the number of gallons of aviation fuel: (i) purchased by LFBO, (ii) delivered to the fuel storage facility, and (iii) dispensed by LFBO, and (b) pay the associated fees due to the City.

Upon request, records and meter shall be made available for review by the City 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 LFBO shall promptly pay all additional fees due and owing the City, plus any interest on the unpaid balance at an annual rate as provided for in an Agreement

**4.5. Fixed Commercial Self-Service Fueling Facility**

LFBO shall have the following fueling Equipment and associated capacities:

Fueling Equipment	Standard	Notes
Avgas		
Tanks (number / gallon capacity)	1 / 8,000	Equipped with leak detection and monitoring devices that comply with all Legal Requirements.
Fixed self-service fueling system		Shall: (a) be constructed or installed in a location approved by the City, (b) be available for public Commercial use, (c) have detailed and accessible instructions for the proper and safe operation, and (d) comply with all applicable Legal Requirements.

**4.6. Equipment**

LFBO shall have the following Equipment:

Aircraft Services	Standard	Notes
Equipment for securing aircraft on the Ramp and in tiedown areas.	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
Spill kit	As required	Shall Include necessary materials to contain and restrict a fuel spill and other Hazardous Materials from flowing into drains and other areas, in compliance with the LFBO’s SPCC Plan.
Dry chemical fire extinguisher units	As required	Approved and regularly inspected units shall be maintained within hangars, on Ramp areas, and self-service fueling facility.

**4.7. Business Hours**

LFBO Activities shall be continuously offered and 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>
Self-Service Fuel Facility - hours (per day) / days (per week)	24 hours / 7 days per week	Continuously offered and available to Aircraft Operators
Business - hours (per day) / days (per week)	0800 -1700 / 5 days per week	Holiday hours not required. After-hours by prior arrangement.

**4.8. Employees**

Employees, while on duty, shall be clean, neat in appearance, and always properly uniformed. Uniforms shall identify the name of the LFBO.

- Management and administrative employees are not required to be uniformed.

LFBO shall have the properly trained and qualified Employees during regular business hours to provide customer service, as follows:

<b>LFBO Employees</b>	<b>Standard</b>	<b>Notes</b>
Customer Service Representative	1	Available during business hours
Fuel Quality Control Employee	1	To provide necessary oversight for self-service fuel facility

**4.9. Standard Operating Procedures**

LFBO 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.

LFBO'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 self-service fuel facility.

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

Self-service fuel facility shall be equipped and maintained to LFBO'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
- City Codes



**5. AIRCRAFT MAINTENANCE OPERATOR (SASO)**

**5.1. 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.

**5.2. Leased Premises**

Operator shall have adequate 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
Land (Lessee only)	10,890	10,890	21,780	21,780
Customer, Administrative, and Maintenance area	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 Lessee / Sublessee	1,000 / 500	1,000 / 500	1,000 / 500	1,000 / 500
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.			
As a Lessee	250	250	250	250
As a Sublessee	Must have immediate access to a customer lounge and restrooms			
Hangar	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	3,200	6,400	7,500	10,000

**5.3. Licenses and Certification**

Operator shall be properly certificated by the FAA and other Agencies having jurisdiction. Employees shall be properly certificated by the FAA and hold the appropriate ratings for the work being performed.

**5.4. Employees**

If Operator is not certificated as a Repair Station, Operator shall, at a minimum, employ the following number of Employees who shall be available during the required hours of activity as follows:

Employees	Standard	Notes
A & P Mechanics	1	An A & P Mechanic may fulfill the responsibilities of the customer service representatives unless the A & P Mechanic is performing duties off the Leased Premises.
Customer Service Representatives	1	

If Operator is not certificated as a Repair Station and is providing annual or phase inspections, one A & P Mechanic shall have Inspection Authorization.

**5.5. Equipment**

Operator shall have all necessary Equipment and tools for the performance of services being provided .

**5.6. 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:



## AIRCRAFT MAINTENANCE OPERATOR (SASO)

Hours	Standard	Notes
Hours (per day) / Days (per week)	0800 – 1700 hours / 5 days per week	Holiday hours not required, After-hours by prior arrangement.

### 5.7. *Defueling*

Operator may only defuel customer's aircraft (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 only have properly trained and qualified Employees conduct such activity, have adequate and proper fuel storage that meets all Legal Requirements, and provide the Airport Manager with an SPCC Plan for defueling, refueling, and fuel storage prior to conducting such activity.



**6. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)**

**6.1. 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.

**6.2. Leased Premises**

Operator shall have adequate 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
Land (Lessee only)	10,890	
Customer, Administrative, and Maintenance Area (Lessee / Sublessee)	1,000 / 500	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.
<i>Customer area</i>		Customer area is a subset of the Customer, Administrative, and Maintenance area
<i>Lessee</i>	250	Shall include space for lounge and restrooms
<i>Sublessee</i>		Must have immediate access to a 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)	10,890	10,890	21,780	21,780
Customer, Administrative, and Maintenance area	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 Lessee / Sublessee	750 / 500	750 / 500	1,140 / 1,000	1,140 / 1,000
<i>Customer area</i>	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.			
As a Lessee	250	250	250	250
As a Sublessee	Must have immediate access to a customer lounge and restrooms			
Hangar	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	3,600	6,400	7,500	10,000



**6.3. Licenses and Certifications**

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

**6.4. Employees**

Operator shall employ the number of Employees as required by 14 CFR Part 145.

**6.5. 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)	0800 – 1700 / 5 days per week	Holiday hours not required, After-hours by prior arrangement.

**6.6. Equipment**

Operator shall have necessary Equipment and tools for the performance of services being provided in accordance with the manufacturer’s specifications and as defined by 14 CFR Part 145.





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

**7.1. Introduction**

**Aircraft Rental Operator** - engaged in the rental of aircraft to the public.

**Flight Training Operator** - 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 (including the storage of aircraft).

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 adequate 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
Land (Lessee only)	10,890	21,780 with hangar
Customer area		
Lessee	250	Shall include adequate space for customer lounge, class/training rooms, and restrooms.
Sublessee	250	Shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.
Customer service area	250	Shall include adequate and dedicated space for customer service work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 5).
Maintenance area	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment
Hangar	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft in Operator’s fleet at the Airport maintenance by the Operator, whichever is greater.

**7.3. 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 qualified ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for the pilot rating being sought by the student.

**7.4. Employees**

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



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

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.
Flight Training Operators only		
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 the rating being sought by the student. May be fulfilled by a properly certified Flight Instructor.

**7.5. 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: single-engine	2	One aircraft must be IFR capable and four-place Unless Operator is only providing sport pilot training.

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

**7.6. 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)	0800 – 1700 / 5 days per week	Holiday hours not required, After-hours by prior arrangement.

**7.7. Insurance Disclosure Requirement**

Any 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 City.



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

**8.1. 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.

**8.2. Leased Premises**

Operator shall have adequate 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
Land (Lessee only)		
Without hangar	10,890	
With hangar	21,780	For aircraft storage or self-service Aircraft Maintenance
Customer area		
Lessee	500	Shall include space for customer lounge and restrooms
Sublessee	Must have immediate access to a customer lounge and restrooms	
Administrative area	250	Shall include dedicated space for administrative work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 5).
Maintenance area	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage of aircraft parts and Equipment.
Hangar	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft in Operator’s fleet at the Airport maintained by the Operator, whichever is greater.
Apron		Sufficient space to accommodate the storage of all aircraft in operator’s inventory at the Airport

**8.3. Dealership**

An 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.

**8.4. 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.

**8.5. Employees**

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



**AIRCRAFT SALES OPERATOR (SASO)**

<b>Employees</b>	<b>Standard</b>	<b>Notes</b>
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.

**8.6. 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:

<b>Hours</b>	<b>Standard</b>	<b>Notes</b>
Hours (per day) / Days (per week)	0800 – 1700 / 5 days per week	Holiday hours not required, After-hours by prior arrangement.



**9. AIRCRAFT STORAGE OPERATOR (SASO)**

**9.1. Introduction**

**Aircraft Storage Operator** – Operator that 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 Aeronautical 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.

**9.2. Leased Premises**

Operator shall have adequate 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
Land (Lessee only)	21,780	21,780	32,670	32,670
Hangar	3,600	6,400	10,000	10,000
<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.			

**9.3. 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



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

**10.1. Introduction**

**Aircraft Charter Operator** – Operator, with Based Aircraft, 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).

**Aircraft Management Operator** – Operator, with Based Aircraft, engaged in the business of 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.

**10.2. Leased Premises**

Operator shall have adequate 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
Land (Lessee only)	21,780	
Customer area		
Lessee	500	Shall include adequate space for customer lounge and restrooms
Sublessee	500	Must have immediate access to a customer lounge and restrooms
Customer service area	250	Shall include adequate and dedicated space for customer service work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 5).
Maintenance area	360	Shall include adequate and dedicated space for employee works areas, shop areas, and storage for aircraft parts and Equipment
Hangar	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft in Operator’s fleet at the Airport maintenance by the Operator, whoever is greater.
Apron		Sufficient space to safely accommodate aircraft in operator’s fleet

**10.3. Licenses and Certifications**

Aircraft Charter Operators shall have and provide copies to the City 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 City within three calendar days.



**10.4. 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(s)	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:

Employees	Standard	Notes
Commercial Pilot(s)	1	If providing pilot services
Customer Service Representative(s)	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.

**10.5. 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.

**10.6. 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	Standard	Notes
Hours (per day) / Days (per week)	0800 – 1700 / 5 days per week	After-hours by prior arrangement.

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.

After-hours, On-Call Response Time	Standard	Notes
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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### 11. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

#### 11.1. *Introduction*

**Independent Aircraft Maintenance Operator** – Operator 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.

#### 11.2. *Limitations*

- As determined by the City in its sole discretion, if a based 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 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.

#### 11.3. *Location*

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

#### 11.4. *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 COP, as required in Section 13.

#### 11.5. *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 document. Operator shall provide a copy of such notice to the City.





## INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

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

#### 12.1. Introduction

An Independent Flight Training Operator is an individual providing flight training to the general public at (originating from) the Airport but does not meet the minimum standards for a Flight Training Operator.

A person holding a current FAA Flight Instructor certificate, who provides occasional Flight Training to an aircraft Owner in the 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, shall not be deemed 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.

#### 12.2. Limitations

- As determined by the City in its sole discretion, if a based 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, or rented) from the transient parking area or from a non-commercial Hangar or Tiedown space at the Airport.
- An Independent Flight Training Operator may only provide instruction to the aircraft Owner in the Owner's aircraft.

#### 12.3. Ground School Location Requirements

When conducting such ground school instruction at the Airport, an Independent Flight Training Operator shall provide such activity from 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 Airport Manager.

#### 12.4. 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 and provide proof of such certification upon demand of the Airport Manager.

Independent Flight Training Operator shall be properly certificated and capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for the pilot rating being sought. Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction. Independent Flight Training Operator shall have access to one properly certified and airworthy aircraft meeting the flight training requirements for the rating or recurrency being sought by the student.

#### 12.5. 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 City.



**13. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)**

**13.1. 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:

**13.2. Leased Premises**

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

**13.3. 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.

**13.4. 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.

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

**13.5. Hours of Activity**

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.

Operator shall be available to meet the reasonable demands of customers for the Activities.



**14. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)**

***14.1. Introduction***

The City 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 City 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 Airport Manager about 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.

***14.2. 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 City in a safe, secure, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

***14.3. Commercial Operator Permit***

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

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 COP.

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



**15. COMMERCIAL OPERATOR PERMIT**

**15.1. Application**

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) and submit the Application to the Airport Manager and obtain a Commercial Operator Permit (COP) prior to engaging in the desired Activities.

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 City 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 City with the information, data, and/or documentation necessary to enable the City 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 City and subject to the Applicant complying with all requirements, a COP will be issued by the City.

**15.2. Approved COP**

The COP will be valid for the period indicated in the COP as long as Operator meets the following requirements.

- The information submitted by Operator is and remains current. Operator shall notify the City in writing within 21 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 COP may not be assigned or transferred and shall be limited solely to the approved Activities identified in the COP.

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

**15.3. 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 COP or changing or expanding the scope of Activities permitted under an existing Agreement or COP, Operator shall complete and submit an Application to, and receive a COP from, the City prior to conducting new Activity(ies) not permitted under an existing Agreement or COP.



**APPENDIX A - GENERAL PROVISIONS**

***A.1. Purpose***

The General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

***A.2. Definitions***

The terms defined in Appendix B of these Minimum Standards and identified by use of a capital letter, whenever used in the PMCDs, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

***A.3. Authority of the Governing Body***

The authority to do the following is expressly reserved to the City by and through the City Council: (a) lease the Airport's land and/or Improvements, (b) allow the occupancy and/or development of the Airport' land or Improvements, (c) grant the right to engage in any activity at the Airport, and (d) implement, supplement, amend, modify, approve, or adopt any Agreement, policy, standard, rule, regulation, or directive, including these Minimum Standards and other PMCDs,.

***A.4. Authority to Adopt***

The authority to adopt any policy, standards, rule, regulation, directive, or PMCD, is authorized to the City by the State of California through California Government Code Title 5, Article 6 Airports [Sections 50470 - 50479], the California PUC Section 21001 et seq., otherwise known as the State Aeronautics Act, and the California Code of Regulations (CCR), Title 21, Sections 3525-3560, Airport and Heliports.

***A.5. Indemnification***

Any person accessing or using the Airport shall defend, indemnify, save, protect, and hold harmless the City of Fullerton, its City Council, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all actual or alleged claims, suits, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties, which may be imposed upon, claimed against or incurred or suffered by the Indemnitees and which, in whole or in part, directly or indirectly, arise from or are in any way related to the person's access, activities at, and use of the Airport.

***A.6. Non-Discrimination***

No person, in the use of Airport land and Improvements, shall discriminate against any person or class of persons by reason of race, color, religion, sex, national origin, age, or disability in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

***A.7. Airport Management***

The Airport Manager is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all City owned and operated land, Improvements, facilities, Vehicles, and equipment associated with the Airport. The City Council has authorized the Airport Manager to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of the Airports' land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to the City. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Airport Manager.



**A.8. Compliance with Legal Requirements and Agreements**

All entities or persons leasing, occupying, and/or developing the Airports' land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the City under any existing Agreement.

**A.9. Conflicting Legal Requirements and Agreements**

If any provision of these Minimum Standards or other PMCDs are found to be in conflict with any other City policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

**A.10. Right to Self-Service**

An Aircraft Owner or the Aircraft Owner's Employees may perform self-services (fueling, maintenance, or repair) on the aircraft Owner's aircraft utilizing the aircraft Owner's Vehicles, equipment, and resources (Self-Service).

- An aircraft Owner or the aircraft Owner's Employees are permitted to perform such self-services on the aircraft Owner's aircraft provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an aircraft Owner is only permitted to have the aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

- An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

**A.11. Prohibited Activities**

- Co-op Fueling
- Through-the-Fence access

**A.12. First Amendment Activities**

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written permission of the City.

All authorized activities listed above shall be conducted (a) in a peaceful and orderly manner; (b) without physical harm, molestation, threat, or harassment of any person; (c) without obscenities, violence, breach of the peace, or other unlawful conduct; (d) without obstructing the use of the Airport by others; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to/from, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rule and regulation governing such activities on the Airport and the direction and conditions prescribed in writing by the Airport Manager.

- When approved by the City, such activities shall be conducted in those areas identified by the City.

**A.13. Signage and Advertisements**

Signage must be consistent with applicable City policy and established signage ordinance(s).



- Signs, advertisements, notices, circulars, and/or handbills may not be posted, displayed, or distributed without the prior written permission of the Airport Manager.
- The Airport Manager has the right to remove or relocate any such sign, advertisement, notice, circular, and/or handbill posted, displayed, or distributed.

***A.14. Disposition of Abandoned or Lost Property***

Disposition of Abandoned or Lost Property shall be done in accordance with Legal Requirements including the California Business and Professions Code, California Vehicle Code, and California Civil Code as applicable and as may be amended from time to time.

- This section shall not be construed to deny the right of a Lessee or Sublessee to maintain a lost and found service for Property found on their Leased Premises.

***A.15. Temporary Use of City Land and Improvements***

Persons or entities who desire to temporarily use City land and/or Improvements shall comply with City Policies established for such use. Applicants shall contact the Airport Manager and fully describe the purpose of the request and explain the contemplated activity in detail.

The Airport Manager shall determine the feasibility and category of the request and inform the applicant that the request is either not feasible or indicate preliminary approval and provide applicable directives and application forms to applicant for completion.

- The applicant shall fully complete the required application forms, indicate proposed areas to be used, and present forms and map to the Airport Manager for further consideration.

***A.16. Fines or Penalties***

Entities shall have the responsibility to pay any fine or penalty levied against entity, by the City or the City Council, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, the offending party shall pay the fine or penalty if upheld by the Agency having jurisdiction.

***A.17. Severability***

If any provision of these Minimum Standards or other PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgement of any Agency or court of competent jurisdiction, the judgement shall not in any way affect the validity of other provisions.

***A.18. Subordination***

These Minimum Standards and other PMCDs are subject and subordinate to the provisions any agreements between the City and the State of California or the United States Government pertaining to the planning, development, operation, and management of the Airport.

- The City recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the use of navigable airspace. PMCDs are not intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

***A.19. Notices, Requests for Approval, Applications, and Other Filings***

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the City and any notice or communication required or permitted to be given or filed with any existing or prospective



Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email, or in person. Such notice, request for approval, application, or other filing shall be deemed to have been given when mailed or delivered to the City or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided.

- Operator, Lessee, or Sublessee shall provide notice to the City of any change of address within fourteen calendar days.

**A.20. Amendments**

The Minimum Standards or other PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the City. The City may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment.

- The City may issue emergency policies, standards, rules, regulations, or directives from time to time.

**A.21. Variance or Exemption**

The City may, but is not obligated, to approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Airport Manager and must state:

- The specific PMCD provision(s) for which the variance or exemption is being sought,
- The proposed variance or exemption
- The reason for the proposed variance or exemption;
- The anticipated impact on the subject Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- The duration of the proposed variance or exemption.

Prior to the City approving or denying a variance or exemption, the City shall conduct a review of all relevant information. Approval or denial by the City of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approval by the City of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Section A-26 herein.

**A.22. Enforcement of PMCDs**

Violation of the PMCDs, applicable Legal Requirements, directives issued by the City, Airport Manager, Fire Department, Law Enforcement Officers or jeopardizing the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of an Agreement(s); and/or prosecution under the applicable Legal Requirements.

**A.23. Rights and Privileges Reserved**

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities. In addition to the following rights and privileges, the City reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.





## APPENDIX A – GENERAL PROVISIONS

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- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the City (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security, Transportation Security Administration, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The City reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- The City reserves the right to designate specific areas of the Airport for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the City that any occupancy, use, and/or development (construction or modification) of the Airports' land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the City to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- The City reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The City will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The City shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- The City (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the City and the United States Government, shall be suspended, without any liability on the part of the City.
- The City will not relinquish the right to take any action the City considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The City will not waive any sovereign, governmental, or other immunity to which the City may be entitled, nor shall any provision of any Agreement be so construed.
- The City will not submit to the laws of any state other than those of the State of California.
- The City is under no obligation to provide financing and/or make any improvements to the Airports' land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee. In addition, the City is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.



- The City reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the City including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the City’s mission, vision, values, goals and objectives for the City and the Airport.

**A.24. Possible Grounds for Rejecting an Application**

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The City may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the City).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The City or the FAA have determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity’s occupancy, use, or development of the Airport’ land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation.
- The entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the State of California, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity’s proposed activity.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease with the City or at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity.



## APPENDIX A – GENERAL PROVISIONS

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- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the City.
- The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the City and the Airport; the best interest of the City; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the City.



**APPENDIX B - DEFINITIONS**

Abandoned – Property, other than aircraft or Vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

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

Advisory Circular (AC) – A document published by the FAA providing guidance on aviation/airport issues/matters.

Aeronautical Activity (or Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

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

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

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Operations Area (or AOA) – A portion of an airport which includes aircraft Movement/Non-Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Air Traffic Control (or ATC) – A service operated by an appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of aircraft in the air or on the ground.

Aircraft and Passenger Liability – To include bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR Part 830).

Airport Cardkey – A media allowing access to the AOA.

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of aircraft operations (as described in 49 CFR Part 830).

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

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

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Fullerton Municipal Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified from time-to-time.

Airport Improvement Programs – An FAA program that provides grants to public agencies, and in some cases to private owners and entities, for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).



## APPENDIX B – DEFINITIONS

Airport Layout Plan, (or ALP) – The FAA approved, and City adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runway for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

Applicant – A person or entity who makes or submits a formal application to the City to conduct an activity including, but not limited to:

- Use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport;
- Apply for a Cardkey or access code to enter the Airport; and
- Apply to be placed on a Hangar, T-Shade or Tiedown waiting list.

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

Avgas (or “Aviation Gasoline”) – Fuel commonly utilized to power piston-engine aircraft.

Based Aircraft – An aircraft identified in a written aircraft storage Agreement with the City, FBO, or SASO.

Business Automobile Liability – To include bodily injury and Property damage for all licensed Vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Certified Flight Instructor (CFI) Professional Liability – To include bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an Operator’s, Lessee’s, or Sublessee’s insurance company providing evidence of the insurance coverages and policy limits of the Operator, Lessee, or Sublessee.

City Council – the governing body of the Fullerton Municipal Airport. The City Council consists of five elected members.

Co-Op Fueling – The Fueling of an aircraft by the Owner of the aircraft or the Owner’s Employee using Vehicles, Equipment, and resources owned by an Association or collective.

Code of Federal Regulation (or CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – For damages due to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Courtesy Vehicle – A Vehicle used to transport persons, baggage, or goods, or any combination thereof, on one of the Airport or between one of the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current – All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.

Department of Homeland Security (or DHS) – A single, integrated executive department of the United States Government focused on protecting the American people and the homeland.



## APPENDIX B – DEFINITIONS

Department of Transportation (or DOT) – The Cabinet department of the United States Government concerned with transportation.

Drop Zone – Intended parachute landing area.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any Vehicle conveying an City official or a City employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Liability – To include liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Environmental Protection Agency (or EPA) – The Agency within the United States Government having responsibility for enforcing the environmental regulations or laws enacted by Congress.

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

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Federal Aviation Administration (or FAA) – The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities.

Federal Aviation Regulation (or FAR) – Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs is mandatory. In 1996, all references to the FARs were changed to Title 14 of the Code of Federal Regulations (14 CFR).

Fixed Based Operator (or FBO) – A Commercial Operator engaged in the sale of aviation Fuel, products and services and the renting or subleasing of facilities consistent with the City's General Aviation Minimum Standards.

Flight Training – The training, other than ground training, received from an authorized instructor in an aircraft.

Fuel – Any substance (solid, liquid, or gaseous) used to operate any engine or motor in aircraft, Vehicles, or equipment.

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

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation Leasing/Rents and Fees Policy – Sets forth the parameters for leasing the Airport' land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

General Aviation Minimum Standards (or Minimum Standards) – Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Airport Manager – That person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, Vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.



## APPENDIX B – DEFINITIONS

Good Standing – Full compliance with all applicable Legal Requirements and not in default of any Agreement with the City.

Hangar – Any fully or partially enclosed storage facility for an aircraft.

Hangar Keeper’s Legal Liability – To include Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

Hazard – Obstructions or hazards to safe use of the Airport or navigable airspace as defined by the FAA.

Hazardous Materials – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

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

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities, etc. constructed, installed, or placed on, under, or above any land on the Airport.

Jet Fuel – Fuel commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

City of Fullerton Fire Department (or Fire Department) – The Fire Department provides fire services as well as several community services for the City.

Landside – The portion of the Airport used for activities other than the movement of aircraft, such as Vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the Airport Layout Plan used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Leased Premises – The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Legal Requirements – All applicable federal, state, county, and local laws, codes, ordinances, policies, and regulations. Lessee – An entity (other than a Licensee) that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Licensee – An entity that has entered into a Non-Commercial aircraft Hangar License Agreement, Non-Commercial Shade Port License Agreement, or Non-Commercial Tiedown License Agreement with the City.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limited Fixed Base Operator (or LFBO) – A Commercial Operator renting or subleasing land and/or facilities and engaged in the sale of Avgas through a fixed self-service Fueling facility consistent with the City’s General Aviation Minimum Standards.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one’s presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the City) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Master Rent and Fee Schedule – A listing of all rents, fees and other charges applicable to the Airport established by the City as may be amended from time-to-time.



## APPENDIX B – DEFINITIONS

Mogas – Automotive gasoline that may be used in certified aircraft that have a Supplemental Type Certificate for automotive gasoline as well as in experimental aircraft and ultralight aircraft.

Movement Area – The designated Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas).

National Fire Protection Association (or NFPA) – All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Flying Club – an entity that is legally formed as a non-profit entity with the State of California that collectively owns and operates aircraft and restricts membership from the general public.

Non-Movement Area – Those designated portions of the Airport where aircraft are taxied, stored, or parked such as ramp areas and Taxilanes.

Notice to Airmen (or NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, the Airport Manager, ATC, or other authorized Agency.

Object Free Area (OFA) – An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operation – The takeoff or landing of an aircraft

Operator – An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

Owner – The registered legal Owner of an aircraft according to FAA records or a Vehicle according to the applicable state Department of Motor Vehicle records.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has written permission from the City to conduct an Activity at the Airport according to the parameters established by a permit.

Piston Aircraft – An aircraft that utilizes a reciprocating engine for propulsion.

Primary Management and Compliance Documents (or PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the City, as may be amended from time to time, including Rules and Regulations, Leasing/Rents and Fees Policy, Minimum Standards, and Development Standards.

Private Vehicle – Any Vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, Airport Administration lobby, hallways, passage ways, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those Paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of aircraft.

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

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

Repair Station – A certificated Aircraft Maintenance facility approved and certified by the FAA under 14 CFR Part 145 to perform specific maintenance functions.





## APPENDIX B – DEFINITIONS

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, and any other areas marked/posted as restricted with signage. or placards.

Rules and Regulations – The rules and regulations set forth by the City for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

Safety Management System (or SMS) – The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies, and procedures (FAA Order VS 8000.367A).

Sailplane – A sailplane or glider is a type of aircraft used in the sport of gliding and designed for sustained flight.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling – The Non-Commercial Fueling of an aircraft by the aircraft Owner or the Owner’s Employee(s) using the aircraft Owner’s Vehicles, Equipment, and resources.

Self-Service – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the aircraft Owner or the aircraft Owner’s Employees using the aircraft Owner’s Vehicles, Equipment, and resources.

Skydive/Parachute Jumping – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of City staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, Vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (or SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or Flight Training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (or SPCC Plan) – A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

Storm Water Pollution Prevention Plan (or SWPPP) – A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator’s or Lessee’s Leased Premises and for which, the City has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the City) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually Paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway).

Through-the-Fence (TTF) – When an airport sponsor grants an entity ground access by an aircraft across the Airport’ property boundary to the Airport’ airspace infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.



## APPENDIX B – DEFINITIONS

Tiedown – An area Paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

Turbojet aircraft (or Turbofan aircraft) – An aircraft utilizing one or more gas-turbine engines and develops thrust from the exhaust of gases.

Ultralight Vehicle – Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Turboprop aircraft (or Turboshaft aircraft) – An aircraft utilizing a gas-turbine engine to drive a set of reduction gears, which, in turn, drives a propeller or rotor blades for propulsion.

Transportation Security Administration (or TSA) – The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure travel.

T-Shade – A partially enclosed storage facility used for an aircraft.

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

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

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.



**APPENDIX C - ACRONYMS**

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ALP	Airport Layout Plan
AOA	Air Operations Area
ATC	Air Traffic Control
CFR	Code of Federal Regulations
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FUL	Fullerton Municipal Airport
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NOTAM	Notice to Airmen
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration