

COUNTY OF SAN DIEGO
AIRPORTS

MINIMUM STANDARDS

FOR FIXED BASE OPERATORS,
LESSEES AND PERMIT HOLDERS

ESTABLISHED BY
THE COUNTY OF SAN DIEGO
DEPARTMENT OF PUBLIC WORKS
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**MINIMUM STANDARDS
TABLE OF CONTENTS**

CHAPTER ONE GENERAL PROVISIONS

SECTION 1.1	PURPOSE OF MINIMUM STANDARDS.....	3
SECTION 1.2	DEFINITIONS.....	3
SECTION 1.3	ABBREVIATIONS.....	6
SECTION 1.4	LEASING TERMS FOR COUNTY-OWNED LAND AT THE SAN DIEGO COUNTY AIRPORTS.....	6

CHAPTER TWO BUSINESS ACTIVITIES

SECTION 2.1	AIRPORT POLICY.....	7
SECTION 2.2	PERMIT/LEASE.....	7
SECTION 2.3	QUALIFICATIONS.....	8
SECTION 2.4	ACTION ON APPLICATION.....	9
SECTION 2.5	FIXED BASE OPERATORS (FBO).....	10
SECTION 2.6	MINIMUM QUALIFICATIONS.....	11
SECTION 2.7	SPECIFIC REQUIREMENTS.....	17
SECTION 2.8	WAIVER OF MINIMUM STANDARDS PROVISIONS.....	19

CHAPTER THREE LEASE PROVISIONS

SECTION 3.1	TERMINATION.....	20
SECTION 3.2	INSPECTION AND MAINTENANCE.....	22
SECTION 3.3	SUBLEASING/SALE OF LEASE.....	23
SECTION 3.4	ASSIGNED AREAS.....	23
SECTION 3.5	SIGN REQUIREMENTS.....	23
SECTION 3.6	FAA REQUIRED LEASE PROVISIONS.....	23

CHAPTER FOUR MISCELLANEOUS

SECTION 4.1	SEVERABILITY.....	24
SECTION 4.2	EFFECTIVE DATE.....	24

APPENDIX

APPENDIX A	REFERENCES	24
APPENDIX B	FAA REQUIRED LEASE PROVISIONS	25
APPENDIX C	DEVELOPMENT STANDARDS.....	26

CHAPTER ONE

GENERAL PROVISIONS

SECTION 1.1 PURPOSE OF THE MINIMUM STANDARDS

Minimum standards as outlined in this document are intended to provide the threshold entry requirements for those wishing to provide aeronautical services to the public at the San Diego County Airports, and to do so in such manner as to insure the safety of its users and allow **OPEN AND** fair competition for those who choose to provide services to the public on the premises. These minimum standards are intended to be reasonable, non-arbitrary and nondiscriminatory, and therefore apply equally to everyone making application to County Airports to provide aeronautical services on the airport.

SECTION 1.2 DEFINITIONS

AERONAUTICAL ACTIVITY means any activity commonly conducted at airports which involves, makes possible or is required for, or supports, the operation of aircraft **AND PERSONS UTILIZING AIRCRAFT AND THE AIRPORT**, or which contributes to, or is required, for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultralight vehicle operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage **AND AIRPORT BASED FOOD SERVICE PROVIDERS**.

AERONAUTICAL SERVICE means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to, or is required for, the safety of aircraft operations commonly conducted on the Airport by a person who has a lease or permit from County Airports to provide such service.

AIRCRAFT means a device that is used, or intended to be used, for flight in the air.

AIR OPERATIONS AREA means that portion of the Airport designated for use by aircraft and includes all runways, taxiways, taxilanes, ramps, and aprons.

AIRPORT means all property including easements and rights of way belonging to the San Diego County Airports and also including areas not used for aeronautical purposes.

AIRPORTS DIRECTOR means the Director of the eight county airports for the County of San Diego.

AIRPORT USE PERMIT means a written agreement with County Airports to conduct an aeronautical activity or service or a business enterprise, as defined herein, on the airport.

ALP means the Airport Layout Plan for any of the County Airports that is current and approved by the FAA, but may be revised from time to time.

BUSINESS means a commercial or industrial enterprise, which is located physically on airport property, for the purpose of providing services to the public. Said services do not necessarily constitute an aeronautical activity or service.

BUSINESS FLIGHT DEPARTMENT means an enterprise on airport property providing in-house aeronautical services and facilities not for public use.

COUNTY BOARD OF SUPERVISORS means the governing body that is lawfully empowered to exercise legal control over the airport.

CREW QUARTERS means facilities that are designed to temporarily house flight crews for overnights and resting periods.

EMERGENCY VEHICLE means police or fire vehicles, ambulances, and any vehicle conveying an authorized airport official or employee in response to an emergency call.

FBO LEASE means any (1) lease agreement between County Airports and a person leasing property at the airport, or (2) sub-lease agreement approved by the Airports Director between any tenant at the airport and a person sub-leasing property at the airport, in either case, for the purpose of providing aeronautical services to the public at the airport.

FIXED BASE OPERATOR (FBO) means any person authorized by the County Board of Supervisors to offer aeronautical services to the public at the Airport as a tenant, sub-tenant or by permit.

FLIGHT CREWS means limited to those individuals necessary for the operation of an aircraft such as pilot in command, second in command, flight engineer, flight attendants, loadmasters, search & rescue, flight personnel and medical technicians.

JOB-RELATED LIVING QUARTERS means facilities that are designed to temporarily house those individuals who have job-related living quarters assigned as part of their official duties such as an airport manager, public safety personnel or FBO duty manager.

LESSEE/TENANT means a person who leases or rents something from someone. A lessee of land is a tenant. A person who holds land or a building by renting or leasing.

MINIMUM STANDARDS means the standards which are established by the Department of Public Works, as amended from time to time, stating the minimum requirements to be

met by a tenant, sub-tenant or proposed tenant as a condition for the right to provide Aeronautical services to the public at the airport.

NORMAL BUSINESS HOURS means 8:00 am to 5:00 pm Monday through Friday.

PERMIT means a permit issued pursuant to Minimum Standards

PERMIT HOLDER means a person to whom a permit has been issued pursuant to Minimum Standards.

PERSON means any individual, firm, partnership, corporation, company, association, or any other legal entity, and includes any director, trustee, receiver, agent or similar representative thereof.

PILOT means any person who is physically responsible for the control of an aircraft.

SHALL means that the word "**Shall**" is always mandatory and not merely directory.

TAXIWAYS means:

PUBLIC TAXIWAYS are those taxiways so designated by Airport Management, connecting to a runway and thereby are serving all aircraft based on, or using the airport, and are essential to the use and operation of the airport.

JOINT TAXIWAYS are those taxiways serving hangars and connecting to a public taxiway, and thereby are not entirely essential to the use and operation of the airport.

PRIVATE TAXIWAYS are those taxiways serving only one hangar and connecting to a joint taxiway, or to a public taxiway and thereby are not essential to the use and operation of the airport.

VEHICLE means any device in which any person or property may be transported on the ground.

LESSEE/TENANT means a person who leases or rents something from someone. A lessee of land is a tenant. A person who holds land or a building by renting or leasing.

SECTION 1.3 ABBREVIATIONS

Automated Flight Service Station.....	AFSS
Above Ground Level.....	AGL
Airport Operation Area.....	AOA
Air Traffic Control Tower.....	ATCT
Airport Traffic Pattern.....	ATP
California Department of Transportation Aeronautics	CALTRANS
Common Traffic Advisory Frequency.....	CTAF
Federal Aviation Administration.....	FAA
Federal Aviation Regulations.....	FAR
Instrument Flight Regulations.....	IFR
Fixed Based Operator.....	FBO
Instrument Landing System.....	ILS
Notice to Airmen.....	NOTAM
National Fire Protection Association... ..	NFPA
National Transportation Safety Board.....	NTSB
Occupation Safety & Health Administration.....	OSHA
Storm Water Pollution & Prevention Plan.....	SWPPP

**SECTION 1.4 LEASING TERMS FOR COUNTY-OWNED LAND AT THE
SAN DIEGO COUNTY AIRPORTS**

The following will be used by County Airports in developing the terms and conditions of leases at the San Diego County Airports:

- A. Lessee's activity must comply with the Minimum Standards and the Rules & Regulations

- B. Lessee may construct additional buildings, fueling facilities or other facilities on the airport, but only **AFTER MEANINGFUL WRITTEN NOTICE TO SUBLESSEES AND OTHER INTERESTED PARTIES, WHO MAY BE AFFECTED OR DISPLACED BY SUCH MODIFICATIONS, AND THERAFTER**, with the prior written consent of County Airports and after obtaining proper written approval from the County Department of Planning And Land Use and any other city, state, and/or federal entity which may have jurisdictional authority and responsibility.

- C. Buildings and facilities may not be removed from the Airport without **MEANINGFUL WRITTEN NOTICE TO SUBLESSEES AND OTHER INTERESTED PARTIES, WHO MAY BE AFFECTED OR DISPLACED BY SUCH MODIFICATIONS AND WITHOUT** the prior written consent of County Airports.

CHAPTER TWO

BUSINESS ACTIVITIES

SECTION 2.1 AIRPORT POLICY

The minimum standards are intended to be the threshold entry requirements for those wishing to provide aeronautical services to the public and to insure that those who have undertaken to provide commodities **ARE SELECTED AFTER DUE PUBLIC NOTICE AND OPEN AND COMPETITIVE BIDS PURSUANT TO ESTABLISHED COUNTY PROCUREMENT GUIDELINES** and ~~services as approved are not exposed to~~ **NOT THE RESULT OF CLOSED**, unfair or irresponsible competition. These minimum standards were developed taking into consideration the aviation role of the airport, facilities that currently exist at the airport, services being offered at the airport, the future development planned for the Airport and promotion of **OPEN, PUBLIC AND** fair competition at San Diego County Airports. The **OPEN AND** uniform application of these minimum standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting ~~both~~ the established aeronautical activity, **THE COMMUNITY, EXISTING AIRPORT TENANTS** and the airport patrons.

SECTION 2.2 PERMIT/LEASE

- A. Any person who intends to conduct a business or service, wherein use of the airport provides a commercial benefit to said person, ~~must~~ **MAY, AFTER DUE PUBLIC NOTICE AND OPEN AND COMPETITIVE BIDS** negotiate an Airport Use Permit and/or Lease with County Airports relative to qualification, operating areas, and rent and/or fee payments, and such other matters as County Airports may require. The authorization by County Airports to a person wishing to provide aeronautical services to the public does not imply that said business has exclusive rights to provide those services on the airport. The San Diego County Airports, being the recipient of Federal funds via the FAA, is obligated to comply with Federal Aviation Administration Policy Statement on “Exclusive Rights at Airports.” A copy of said Policy Statement may be on file at the Airport Manager’s Office for review, upon reasonable notice and during regular office hours or on the FAA website at www.faa.gov.
- B. The Federal Aviation Administration considers that the existence of an exclusive right to conduct any aeronautical activity limits the usefulness of an airport and deprives the using public of the benefits of competitive enterprise. Apart from the legal considerations, the FAA considers that it is inappropriate to apply Federal

funds to the improvement of any airport where full realization of the benefit would be restricted by the exercise of an exclusive right to engage in aeronautical activity.

SECTION 2.3 QUALIFICATIONS

Demonstration of intent to conduct a business operation at the airport shall be by application to County Airports. The written application shall contain, at the minimum:

- A. The proposed nature of the business.
- B. The signatures of all parties owning an interest in the business, and those whose signatures will appear on leases or other documents as being a partner, director or corporate officer and those who will be managing the business.
- C. A written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the applicant, or its officers, directors, or principle shareholders, have engaged in aviation business, to **PUBLICLY** release information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases or discharges as may be required by those agencies.
- D. On request, supply the names, social security numbers and fingerprints of officers, directors or principle shareholders for the purpose of conducting an FBI criminal history records check.
- E. Preliminary plans, specifications and dates for any improvements which the applicant intends to make on the airport as part of the activity for which approval is sought **AND PROOF OF MEANINGFUL WRITTEN NOTICE TO SUBLESSEES AND OTHER INTERESTED PARTIES, WHO MAY BE AFFECTED OR DISPLACED BY SUCH MODIFICATIONS.** Applicant must comply with all applicable ordinances and building codes.
- F. Proof (provide copy) of liability insurance coverage for the business operation, flight operations, itinerant aircraft and operators and premises insurance, as designated by County Airports.
- G. All insurance required by County Airports for any operation, lease, or other activity on the airport property, shall include County Airports as an additional insured, **THAT ANY INSURANCE MAINTAINED BY THE COUNTY IS PRIMARY AND NON-CONTRIBUTING AND THAT THE DEFENSE OF THE COUNTY IN**

ANY LITIGATION SHALL BE CONDUCTED BY COUNSEL OF THE COUNTY'S CHOOSING.

- H. A current credit report for each party owning or having a financial interest in the aeronautical activity and a credit report on the aeronautical activity itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application or such lesser period of time if the prior business has been in operation less than 10 years. **ADD LITIGATION DISCLOSURE**
- I. Such other information as County Airports may require.

SECTION 2.4 ACTION ON APPLICATION

All applications will be reviewed and acted upon by County Airports within 60 days from receipt of the application. Applications may be denied for one or more of the following reasons:

- A. The applicant does not meet qualifications, standards and requirements established by these minimum standards
- B. The applicant's proposed operations or construction will create a safety hazard on the airport.
- C. The offered aeronautical service(s) will create an excess supply that could adversely affect the airport economy.
- D. Granting the application will require the expenditure of local funds, labor or materials on the facilities described in, or related to, the application, or the operation will result in a financial loss to the Airport.
- E. There is no adequate available space or building on the airport to accommodate the entire activity of the applicant.
- F. The proposed operation, airport development or construction does not comply with the approved Airport Layout Plan.
- G. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in significant interference with the operations of any present fixed-base operator (FBO) on the airport. Such problems may include, but are not limited to, problems in connection with aircraft traffic or service,

preventing free access to and from the existing fixed-base operator (FBO) area, or will result in depriving, without the proper economic study, an existing fixed-base operator (FBO) of the use of significant portions of its leased area in which it is operating.

- H. Any party applying, or having an interest in the business, has supplied false information, or has misrepresented any material fact **TO THE PUBLIC**, in the application or in supporting documents, or has failed to **PROVIDE REQUIRED PUBLIC NOTICE OR** make full disclosure on the application.
- I. Any party applying, or having an interest in the business, or its management, has a record of violating the San Diego County Airports Rules & Regulations or the rules and regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other rules and regulations applicable to this or any other airport.
- J. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with County Airports or any lease or other agreement at any other airport.
- K. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible, in the sole judgment of County Airports, to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO lease.
- L. The applicant has committed any crime, or has an unsatisfactory result from a criminal history records check conducted by the Federal Bureau of Investigation, or has violated any county ordinance, rule or regulation, which adversely reflects on its ability to operate the FBO operation for which the application is made.

SECTION 2.5 FIXED BASE OPERATORS (FBO)

A fixed base operator is a person who has entered into a valid operator's agreement, paid all applicable fees, and has entered into a lease agreement with County Airports establishing airport space lease terms, rental amounts, insurance requirements or other terms and conditions required by County Airports, and has met the qualifications, standards and requirements contained herein for the aeronautical services to be provided to the public. The FBO may be in business to provide one or more of the following services to the public at the Airport:

1. Aircraft sales.
2. Air Taxi/Charter operations, which include, but are not limited to, passenger, freight or delivery services.

3. Aircraft rental.
4. Flight instruction and ground schools.
5. Aircraft Fueling and Line Services
6. Maintenance services, parts and accessories sales which shall include services in one or more of the following:
 - a. Airframe overhaul and repair.
 - b. Engine overhaul and repair.
 - c. Radio and electrical shop.
 - d. Instrument shop.
 - e. Aircraft interior work.
 - f. Refinishing and painting.
 - g. The storage of aircraft, inside and/or outside of building structures.
 - h. Manufacture and/or assemble parts and accessories directly or indirectly related to aircraft, or conduct Research, Development, Testing and Evaluation (RDT&E) of aircraft and related systems.
 - i. Sale of pilot supplies, accessories & gifts.

The application for an FBO lease shall specify all services from the above list that the applicant desires to offer at the airport. The applicant may also propose services other than on the above list with appropriate justification for consideration by County Airports. An FBO may provide or conduct only those services for which it has executed a lease agreement.

SECTION 2.6 MINIMUM QUALIFICATIONS

A fixed-base operator shall, in addition to meeting all other requirements and qualifications of his written agreement, meet the below stated minimum qualifications for each type of service which he intends to provide:

A. Aircraft Sales

1. The FBO who engages in an aircraft sales business at the airport shall lease from County Airports, or provide under terms agreeable to the Airports Director, an area of airport land sufficient in size to provide the office space hereinafter required and the space needed for the storage and/or display of a minimum of two (2) aircraft or as many more as such operator reasonably expects to have on hand in such business at any one time.
2. Have available a minimum of one fully qualified demonstrator pilot with appropriate and current FAA pilot certificate and current Airman Medical Certificate.

3. The FBO shall provide personnel on duty during normal business hours, as designated by County Airports, or at other times, subject to the operator's discretion with the prior written approval of the Airport Director.
4. Have satisfactory arrangements at the airport or at another airport for repair and servicing of aircraft sold with service guarantee.

B. Air Taxi/Charter Operations

1. The FBO who engages in a charter operation at the airport shall lease from County Airports, or provide under terms agreeable to County Airports, an area of airport land sufficient in size to provide the office space hereinafter required, an additional 100 square feet for a passenger waiting area, and if air cargo service is provided an additional 200 square feet of storage space is required. The FBO shall also lease sufficient apron area to stage flights and provide for the storage, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand in such FAR Part 135 business at any one time.
2. The operator shall have available for use at least one (1) aircraft, (based at the Airport), that is certified for IFR flight and is dedicated for use in charter operations.
3. At a minimum, the operator shall provide personnel on duty during normal business hours, as designated by County Airports.

C. Aircraft Rental

1. The FBO who engages in an aircraft rental business at the airport shall lease from County Airports, or provide under terms agreeable to County Airports, an area of airport land sufficient in size to provide the office space hereinafter required with provisions for a flight planning area and the space needed for storage, parking or tie-down of a minimum of two (2) aircraft or as many more as such operator reasonably expects to have on hand in such business at any one time.
2. Provide, and at all times maintain, a minimum of two aircraft, owned or leased by and under exclusive control of the operator, which are properly equipped and FAA certified for rental and flight instruction.
3. At least one of the above aircraft must be equipped and FAA certified for IFR flight.

4. The operator shall provide a properly FAA certified flight instructor capable of conducting flight checks for prospective renters during normal business hours as designated by County Airports, or at other times, subject to the operator's discretion, with the prior written approval of the Airports Director.
5. Have adequate facilities or arrangements for storing, parking, servicing and repairing all of its aircraft.

D. Flight Instruction and/or Ground School

1. The FBO who engages in a flight instruction and/or ground school business at the airport shall lease from County Airports, or provide under terms agreeable to County Airports, an area of airport land sufficient in size to provide the office space hereinafter required; an adequate planning room of at least 80 square feet; and an area sufficient in size to store, park or tie down two (2) aircraft, or as many additional aircraft as such operator reasonably expects to have on hand in such business at any one time. If a ground school is part of such business a classroom of at least 200 square feet in size, exclusive of inside partitions is required.
2. The operator shall provide FAA certified flight instructors during normal business hours, as designated by County Airports.
3. The FBO shall provide, and at all times maintain, a minimum of two aircraft, one of which must be certified for instrument flight. These aircraft must be owned or leased by and under exclusive control of the operator, properly equipped, and FAA certified, for flight instruction and rental. If ground-school training is offered as part of such business, the FBO shall have on hand and available for use such equipment and apparatus as would reasonably be expected to be available for such training.
4. The FBO shall demonstrate the continuing ability to meet requirements for certification of flight instructor personnel and aircraft by the FAA.
5. The FBO shall have adequate facilities or arrangements for storage, parking, tying down, servicing and repairing all of its aircraft.

E. Aircraft Maintenance Services and Sale of Parts and Accessories

1. The FBO who engages in a maintenance service business and sells parts and accessories at the airport shall lease from County Airports, or provide under

- terms agreeable to County Airports, an area of airport land sufficient in size to provide the office space hereinafter required and a hangar having a minimum of 1,500 square feet and, in addition, an area of ramp to tie down a minimum of three (3) aircraft. T-Hangars shall not satisfy the requirements of this paragraph
2. The hangar required herein shall be equipped with such tools, machinery, equipment, parts and supplies as are normally necessary to conduct a full-time business operation in the maintenance service area being offered and shall be staffed by mechanic/mechanics and other full or part time personnel who are qualified and competent and who hold all necessary certificates required by the FAA.
 3. The business of such maintenance service and sale of parts and accessories shall be staffed with competent personnel on duty to conduct business during normal business hours as designated by County Airports, or at other times, subject to the operator's discretion with the prior written approval of the Airports Director.
 4. If the business includes aircraft refinishing and painting it shall:
 - a) Comply with and abide by all standards, rules, regulations and requirements of any local, regional, state, or federal governmental agencies having jurisdiction over aircraft painting and stripping operations.
 - b) Comply with the current standards of the National Fire Protection Association on Paint Spraying and Spray Booths with regard to the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft agents, or other contaminants from flowing into storm drains, rivers, lakes, streams, etc., or being placed in any sewer system, unless pretreated and the pretreating process has been approved in advance and in writing by the Airports Director.
 - c) Perform all aircraft stripping operations inside a hangar or building. Outside stripping must be approved in advance and in writing by the Airports Director.
 - d) Properly treat and dispose of all hazardous material in compliance with the governing agencies listed in Paragraph E.4.a. above and in accordance to a the airport Storm Water Pollution & Prevention Plan.

F. Aircraft Fueling and Line Services

1. In order for any person to engage in the business of providing aircraft fuel sales and line services at the airport, the person shall lease from County Airports, or provide under terms agreeable to County Airports, an area of airport land sufficient in size to provide the office space hereinafter required and an additional 150 square feet of inside floor space for the pilot lounge and flight planning area. The operator shall also lease the space needed to accommodate the aircraft fueling and line servicing equipment and supply storage for the aircraft being serviced and the flow of traffic in and out of the aircraft fuel servicing areas.
2. In addition, an operator under this provision, shall provide and maintain a fuel storage (see San Diego County Airports fuel storage requirements) and all necessary pumps, tanks, and mobile gas trucks, fueling areas, ramps and other fueling facilities that may be necessary, provided that the operator shall not place or maintain any fueling facilities on the airport, mobile or fixed, which have not previously been approved by the Airports Director and the appropriate fire authorities as designated by the Airports Director. The operator shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no direct fueling from a common carrier transport truck into mobile refueler without filtration. In all fueling operations the FBO will comply with State and Local Fire Code and the current edition of NFPA 407 including all NFPA Standards referenced in NFPA 407. The Airport Manager may have available a copy of NFPA 407 or be able to direct any inquiries to an appropriate source for that information.
3. An operator under this provision shall keep a current, complete and accurate record of all fuel, oil and other products sold and shall, at the request of the Airports Director, make available all records of such sales for at least two years after the sale of such products. Failure of an operator to keep an accurate record of all sales shall be reason to revoke the operator's license and authority to do business on the airport.
4. Each operator offering aircraft fuel sales and line services shall maintain sufficient full-time attendants on duty to service aircraft without unreasonable delay during their hours of operation.
5. The operator with fueling facilities shall at all times maintain an adequate supply of the fuels, oils, and fluids normally called for at this airport.

6. The operator shall maintain at all times, on each and every mobile fueler and for each bulk load/unloading and fuel storage facility, spill kit(s) capable of containing and cleaning up all fuel/oil spills that could arise as a result of its operation.
7. Services provided in addition to fuel will include emergency starting, parking, tire inflation, adding oil and any service not requiring a certified mechanic rating. All equipment necessary to provide these services shall be available.

G. Aircraft Storage, Inside and/or Outside

1. Inside Storage: The FBO who engages in the business of storing airplanes inside at the airport shall lease from the County an area of airport land sufficient in size for the construction of a storage building with proper access ramps and other accessories designed to accommodate at least six (6) aircraft and shall construct the building, ramps and accessories in locations stipulated in the approved Airport Layout Plan at the operator's sole cost and expense, according to plans and specifications previously submitted and approved, and according to all applicable laws and regulations. If no office is maintained on the airport, the operator shall post in conspicuous places on the building the name, address and telephone number of the person who is in charge of such business.

H. Specialized Commercial Aeronautical Services

1. A specialized commercial aeronautical service is a person engaged in air transportation for hire for the purpose of providing the use of aircraft for the aeronautical activities listed below:
 - a. Non-stop sightseeing flights.
 - b. Aerial photography or survey.
 - c. Fire watch and fire fighting.
 - d. Power line, underground cable or pipe line patrol.
 - e. Aerial application of agricultural chemicals.
 - f. Banner Tow.

- g. Other operations specifically excluded from Part 135 of Federal Aviation Regulations.
- 1. Other specialized commercial aeronautical services which have varied requirements are:
 - a. Avionics sales and/or service.
 - b. Aircraft manufacturing.
 - c. Engine or sub-assembly overhaul (station).
 - d. Upholstery shop.
 - e. Sale of pilot supplies, accessories and gifts.

These activities are so varied that their requirements on the airport will depend upon the scope of their operation. In some cases the only airport requirement need is access or a tie-down space since all other activities of the business are normally conducted off the airport. The minimum standards and insurance coverage will be determined based upon a detailed application submitted by the person requesting permission to perform the aeronautical activity on the Airport.

SECTION 2.7 SPECIFIC REQUIREMENTS

- A. Commencement of Activities: Each FBO shall, upon authorization, and as the construction of any required physical facilities permits, immediately commence and conduct on a full time basis all business activities and services which are authorized.
- B. Office Space
 - 1. Except in cases of FBO's offering inside storage space, each FBO shall provide and maintain an office which shall be staffed and open to the public during the normal business hours or as otherwise required. If more than one aeronautical service is being provided, the normal business hours may be combined to suit all activities with the written approval of the Airports Director. The office shall be at the operator's place of business on the airport, and will contain a waiting room with appropriate furnishings, and restroom facilities for men and women or with access to nearby restrooms. The office area shall contain at least 200 square feet of inside floor space, exclusive of inside partitions. If more than one

aeronautical service is being provided the office pace for each activity may be adjusted to suit all activities with Airports Director approval.

2. These facilities shall be kept in a neat, clean and orderly condition and properly painted. Only one office shall be required of each FBO. No FBO or his employees, agents, officers or other persons connected with the business shall use the office area or other facilities of any other FBO without the written consent of both FBO and County Airports.
 - A. Crew Quarters/Job-Related Living Quarters – There can be no use of lease premises for the purpose of crew quarters or job-related living quarters without prior approval from the Airports Director.
 - B. Auto Parking: The FBO shall provide auto parking for his employees and customers in his leased area or make adequate arrangements for such parking, acceptable to the Airports Director.
 - A. NTSB/FAA/ Requirements: The FBO and all personnel and employees shall be competent and shall hold all current and valid certificates, permits, licenses or other authorizations required by the FAA including any FAA air taxi permits. If, as a result of any action, order or ruling of the FAA, any of the FBO's aircraft are grounded or commercial pilot certificates or instructor's certificates are suspended or revoked, and this reduces the FBO operation to less than the minimum standard for the activity being provided for a period of ninety (90) days or more, the FBO's lease/permit and authority to operate at the airport may be revoked.
 - B. Indemnity and Insurance
 1. The FBO shall agree, and by his operation at the airport does agree, to indemnify, defend, and save the County of San Diego and County Airports, its authorized agents, officers, representatives and employees, and hold harmless from and against any and all actions, penalties, liabilities, claims, demands, damages, or losses, resulting from claims or court action, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the FBO, his agents, employees, servants, guests, business visitors, invitees or customers **IRRESPECTIVE OF FAULT OF ANY PARTY INDEMNIFIED HEREUNDER.**
 2. In addition to the foregoing indemnity agreement provisions, the FBO agrees to secure, maintain and keep in force during the term of the agreement the insurance policies, forms and conditions required by County Airports and the Rules & Regulations.

3. Nondiscriminatory Service: The FBO shall furnish to all users all authorized or licensed services on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the FBO may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law and the Rules & Regulations.

A. Approval of Construction

1. No buildings, structures tie downs, ramps, paving, taxi areas, or any other improvements or additions shall be placed or constructed on the airport, or altered or removed **UNTIL AFTER MEANINGFUL WRITTEN NOTICE TO SUBLESSEES AND OTHER INTERESTED PARTIES, WHO MAY BE AFFECTED OR DISPLACED BY SUCH MODIFICATIONS, AND THERAFTER**, without prior written approval of the Airports Director. In the event of any construction, alteration or removal, an appropriate bond to guarantee the completion of the work may be required in accordance with submitted plans and specifications and all applicable state and local standards.
2. Unless otherwise agreed to within its demised area, any aeronautical service provider shall at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down areas, taxiway, fences and all other facilities and improvements which have been approved by County Airports as being necessary for the operation.
3. Final plans and specifications for all construction shall be submitted within 90 days after approval of the application, and construction shall commence and be completed pursuant to a progress schedule coordinated and approved by the County of San Diego and the Airports Director. All construction shall comply with applicable building codes and state and local ordinances.
4. Construction areas will be in accordance with the Rules and Regulations, approved plans and the current approved Airport Layout Plan.

SECTION 2.8 WAIVER OF MINIMUM STANDARDS PROVISIONS

Upon the written recommendation of the Airports Director **AND AFTER MEANINGFUL PUBLIC NOTICE TO INTERESTED PARTIES**, County Airports may, at its discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft

industry or performing fire prevention or firefighting or rescue service operations. County Airports may further temporarily waive any of the minimum standards for non-governmental applicants when it deems such waiver to be in the best interest of the airport and/or its operation.

CHAPTER THREE

SAMPLE LEASE PROVISIONS

SECTION 3.1 TERMINATION

County Airports shall have the right, at its discretion, to terminate any lease, Airport Use Permit, or other agreement with any permit holder, or FBO, which authorizes conducting any services on the airport and to revoke any FBO license, authority, or permit to do business on the airport for any reason provided in the Rules & Regulations, Airport Use Permit, or by law, and, in addition thereto, upon the happening of any one or more of the following:

A. For Cause (Termination)

1. Filing of petition, voluntarily or involuntarily, for an adjudication of bankruptcy.
2. The permit holder or FBO making any general assignment for the benefit of creditors without the written approval of County Airports.
3. The abandonment or discontinuance of any licensed operation at the Airport by said permit holder or FBO or the failure to conduct such operation on a full-time basis without prior approval of County Airports, or the Airports Director in the case of a permit holder.
4. The failure of the permit holder or FBO to pay, when due, to the Airport, all rents, fees and other charges.
5. The failure of the permit holder or FBO to remedy any default, breach or violation by the operator, or his employees, in keeping, observing, performing and complying with the Rules & Regulations and the terms and conditions in any lease or agreement entered into, pursuant hereto, on the part of the permit holder or FBO to be performed, kept or preserved (not involving the payment of rents, fees and other charges to be paid to County Airports), within thirty (30) days from the date written notice from the Airports Director has been mailed or delivered to the place of business of the permit holder or FBO at the Airport.
6. The permit holder or FBO, or any partner, officer, director, employee or agent thereof, commits any of the following:
 - a. Violates any of the Rules & Regulations; or

- b. Engages in unsafe, abnormal or reckless practices in the operation of any aircraft or motor vehicle on, or in the vicinity of, the airport which creates a hazard to the safety of other airport users, other aircraft, or the general public; endangers property; or which could, if an emergency developed, unforeseeably result in causing personal injuries or death to a person, or damage to property; or
 - c. Causes serious personal injury or the death of a person, or property damage involving in excess of \$10,000 for repairs or loss arising from the permit holder's or the FBO's negligent or wrongful conduct of business at the airport.
 - d. Operates the permitted activity or the FBO in such fashion as to create a safety hazard on the airport for other airport users, aircraft or property on the airport, the general public, or the Airport, or any pilots, students or passengers.
7. It becomes known to County Airports that the permit holder or FBO, or someone on its behalf and with its knowledge, supplied false information, or misrepresented any material fact in the application, supporting documents, or in statements to, or before, County Airports pertaining to the application, or failed to make full disclosure in the application, the supporting documents, or in statements to, or before, County Airports.

B Without Cause (Termination)

- 1. In the event County Airports determines to close the airport in its entirety or close the airport to all traffic it is not legally bound to serve.
- 2. In the event of termination, the permit holder or FBO shall forthwith peaceably vacate the airport and surrender possession of the premises and cease all operations on the premises and cease all operations on the airport. Should the operator or permit holder fail to make such surrender, the County shall have the immediate right, and without further notice to the permit holder or FBO, to enter by force, or otherwise, and take full possession of the space occupied by the permit holder or FBO on the airport and, with legal process, expel, oust and remove any, and all, parties and, any and all goods and chattels not belonging to County Airports that may be found within or upon the space at the expense of the operator or permit holder and without being liable to prosecution or to any claim for damages therefore. Upon such termination all rights, powers and privileges of the permit holder or FBO here under shall cease and the permit

holder or FBO shall immediately vacate any space it occupies under this agreement, or any permit or lease, and shall make no claim of any kind whatsoever against County Airports, its agents or representatives by reason of such termination or any act incident thereto. In the event of termination for cause, all structures and other improvements made to the airport by the permit holder or FBO shall become the property of County Airports and shall remain on the airport after the permit holder or FBO ceases operations and vacates the premises. In the event of termination without cause, the operator or permit holder shall be given a reasonable period of time, not to exceed 90 days from the actual stated date of termination, within which to negotiate with County Airports the sale to County Airports at Fair Market value all structures and improvements erected by it on airport property. Any structures or improvements on the airport after such reasonable period has elapsed shall be and remain the property of County Airports.

3. In addition to all other rights and remedies provided in these minimum standards, County Airports shall have any and all other rights and remedies at law or in equity.

SECTION 3.2 INSPECTION AND MAINTENANCE

- A. To the extent necessary to protect its rights and interests or to investigate compliance with the terms of the lease and the Airport Rules & Regulations, County Airports, its Airports Director, its Engineer, its Attorney, and appropriate Police Officers or Sheriff shall have the right to inspect, at all times all airport premises together with all structures or improvements, and as provided by law and/or Federal Regulations all aircraft, equipment, all licenses and registrations and determine the identity of all employees.
- B. Each FBO shall be responsible to keep their leased area(s) and areas in which it is authorized to operate free and clear of all weeds, rocks, debris and other material which is unsightly or could cause damage to aircraft, buildings, persons or automobiles.
- C. All repair(s) of pavement on lease premises must have prior approval from the Airports Director. Such work shall be done in accordance with, the current version of the Standard Specifications For Public Works Construction "Greenbook", or as agreed to by the Airports Director.
- D. No Person shall throw, dump or deposit any waste, refuse or garbage on the Airport property. All waste, refuse or garbage shall be placed and kept in closed garbage

cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

SECTION 3.3 SUBLEASING/SALE OF LEASE

No right, privilege, permit or license to do business on the airport, or any lease of any area of the airport, or personal property located thereon, shall be assigned, sublet, sold, or otherwise transferred or conveyed in whole or in part without prior written consent of County Airports based upon recommendation of the Airports Director. Any unauthorized attempt to do so shall result in the immediate cancellation and/or revocation of said right, privilege, lease, permit or license. **SAID WRITTEN CONSENT SHALL NOT BE UNREASONABLY WITHHELD.**

SECTION 3.4 ASSIGNED AREAS

No Person or persons authorized to operate as an FBO on, or conduct business activities as a permit holder at the airport shall conduct any of their business activities or park any aircraft on any areas except those specified in the lease or written agreement. An aeronautical service provider shall not use any common areas except as authorized by the Rules & Regulations or as approved in writing in advance by the Airports Director.

SECTION 3.5 SIGN REQUIREMENTS

No signs shall be placed on Airport property, or buildings thereon, without prior written permission from County Airports. A sketch of the proposed sign shall be submitted to the Airports Director prior to the requested approval. Signs may be painted, lettered, or electrical. No electrical sign shall be animated in any way, or installed so as to interfere, in any way, with pilots or the control tower personnel. All signs shall be affixed to the Lessee's structure. Exceptions may be the Terminal, Tower building and Airports Director's (Administration) building. Signs for Lessee's in these buildings will be considered on a case-by-case basis, and shall advertise operations within the structure. Outdoor portable signs shall not be permitted. Private structures housing aircraft may advertise only the Lessee's business being conducted within said structure. All signage must comply with any local codes and/or ordinances and be approved by County Airports.

SECTION 3.6 FAA REQUIRED LEASE PROVISIONS

Each lease at the airport shall contain provisions regarding subordination, emergency leasing to the U.S and non-discrimination. See Appendix C.

CHAPTER FOUR

MISCELLANEOUS

SECTION 4.1 SEVERABILITY

In the event that any provision of these Minimum Standards shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Minimum Standards shall remain in full force and effect.

SECTION 4.2 EFFECTIVE DATE

These Minimum Standards shall be effective thirty (30) days following the date of their approval by the Director of Public Works

**APPENDIX A
REFERENCES**

1. Federal Aviation Agency Policy Statement, "Exclusive Rights at Airports", as published in the Federal Register (30 F@13661) October 27, 1965.
2. Federal Aviation Administration Order 5190.6A, "Airport Compliance Requirements" dated October 2, 1989.
3. Federal Aviation Administration Advisory Circular AC 150/5190-2A, "Exclusive Rights at Airports" dated 4/4/72.
4. Federal Aviation Administration Advisory Circular AC 150/5190-IA, "Minimum Standards for Commercial Aeronautical Activities on Public Airports" dated 12/16/85.
5. NFPA 101 Life Safety Code 1988, Chapter 29, "Storage Occupancies", Section 29-6, Special Provisions for Aircraft Hangars.
6. NFPA 407 Aircraft Fuel Servicing, 1990 Edition, and all NFPA Standards referenced in 407.

APPENDIX B
FAA Required Lease Provisions

APPENDIX C
County Airport Development Standards