

# MINIMUM STANDARDS



**El Monte Airport**  
4233 North Santa Anita Avenue  
El Monte, California 91731



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

1.1. Airport Owner and Operator ..... 1

1.2. Purpose of Minimum Standards ..... 1

1.3. Applicability..... 1

1.4. Conflicting Regulatory Measures and Agreements..... 2

1.5. Amendments and Exemptions ..... 2

1.6. Enforcement and Appeals ..... 2

**2. GENERAL PROVISIONS AND REQUIREMENTS ..... 4**

2.1. Introduction..... 4

2.2. Permit/Agreement..... 4

2.3. Compliance with Regulatory Measures ..... 5

2.4. Fees, Rents and Charges..... 5

2.5. Written Communications..... 5

2.6. Identification of Commercial Activities ..... 5

2.7. Multiple Activities ..... 6

2.8. Minimum Premises ..... 6

2.9. Qualifications ..... 6

2.10. Personnel, Subtenants and Invitees; Control and Demeanor..... 6

2.11. Equipment ..... 6

2.12. Hours of Activity..... 7

2.13. Fees for Products, Services, and Facilities..... 7

2.14. Security..... 7

2.15. Indemnification ..... 7

2.16. Insurance..... 8

**3. CONTRACT AIRPORT MANAGER..... 9**

3.1. Introduction and Overview ..... 9

**4. FIXED BASE OPERATOR (FBO)..... 10**

4.1. Introduction..... 10

4.2. Compliance With Regulatory Measures..... 10

4.3. Fuel Records and Reporting..... 10

4.4. Standard Operating Procedures ..... 10

4.5. Minimum Premises ..... 10

4.6. Qualifications ..... 11

4.7. Fuel Storage ..... 11

4.8. Fueling Vehicles and Equipment ..... 11

4.10. Personnel ..... 12

4.12. Insurance..... 12

**5. SPECIALIZED AVIATION SERVICE OPERATOR (SASO) ..... 13**

5.1. Introduction..... 13

5.2. Minimum Premises ..... 13

5.3. Qualifications ..... 13

5.4. Personnel ..... 14

5.5. Commercial Operator Application / Permit..... 14

5.6. Equipment ..... 14

5.7. Hours of Activity..... 14

5.8. Insurance..... 14

**6. AIRCRAFT MAINTENANCE PROVIDER ..... 15**



6.1. Introduction.....	15
6.3. Qualifications .....	15
6.4. Personnel .....	16
6.5. Equipment .....	16
6.6. Hours of Activity.....	16
6.7. Insurance.....	16
<b>7. AVIONICS OR INSTRUMENT MAINTENANCE PROVIDER .....</b>	<b>17</b>
7.1. Introduction.....	17
7.3. Qualifications .....	17
7.4. Personnel .....	18
7.5. Equipment .....	18
7.6. Hours of Activity.....	18
7.7. Insurance.....	18
<b>8. AIRCRAFT RENTAL PROVIDER OR FLIGHT TRAINING PROVIDER.....</b>	<b>19</b>
8.1. Introduction.....	19
8.3. Qualifications .....	20
8.4. Personnel .....	20
8.5. Equipment .....	20
8.6. Hours of Activity.....	20
8.7. Insurance.....	20
<b>9. AIRCRAFT CHARTER PROVIDER OR AIRCRAFT MANAGEMENT PROVIDER.....</b>	<b>21</b>
9.1. Introduction.....	21
9.3. Qualifications .....	22
9.4. Personnel .....	22
9.5. Equipment .....	22
9.6. Hours of Activity.....	22
9.7. Insurance.....	22
<b>10. AIRCRAFT SALES PROVIDER.....</b>	<b>23</b>
10.1. Introduction.....	23
10.2. Minimum Premises .....	23
10.3. Qualifications .....	23
10.4. Personnel .....	24
10.5. Equipment .....	24
10.6. Hours of Activity.....	24
10.7. Insurance.....	24
<b>11. AIRCRAFT STORAGE PROVIDER (COMMERCIAL).....</b>	<b>25</b>
11.1. Introduction.....	25
11.2. Minimum Premises .....	25
11.3. Personnel .....	25
11.4. Hours of Activity.....	25
11.5. Insurance.....	25
<b>12. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO).....</b>	<b>26</b>
12.1. Introduction.....	26
12.2. Qualifications .....	26
12.3. Personnel .....	26
12.4. Commercial Operator Application/Permit.....	26
12.5. Insurance.....	26



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<b>13. AIRCRAFT STORAGE OPERATOR (NON-COMMERCIAL)</b> .....	<b>27</b>
13.1. Introduction .....	27
13.2. Minimum Premises .....	27
13.3. Insurance .....	27
<b>14. SELF-FUELING PERMITTEE</b> .....	<b>28</b>
14.1. Introduction .....	28
14.2. Compliance With Regulatory Measures .....	28
14.3. Self-Fueling Permit .....	28
14.4. Fuel Records and Reporting .....	28
14.5. Standard Operating Procedures .....	28
14.6. Qualifications .....	29
14.7. Personnel .....	29
14.8. Fuel Storage .....	29
14.9. Refueling Vehicles and Equipment .....	29
14.10. Insurance .....	29
<b>15. DEFINITIONS</b> .....	<b>30</b>
<b>EXHIBIT A – MINIMUM INSURANCE REQUIREMENTS</b> .....	<b>35</b>
<b>EXHIBIT B – COMMERCIAL OPERATOR APPLICATION / PERMIT</b> .....	<b>36</b>
<b>EXHIBIT C – SELF-FUELING APPLICATION / PERMIT</b> .....	<b>39</b>



### 1. INTRODUCTION

#### 1.1. Airport Owner and Operator

- 1.1.1. El Monte Airport (Airport), located at 4233 North Santa Anita Avenue in El Monte, California is owned and governed by the County of Los Angeles (County).
- 1.1.2. The County may from time to time, and currently does, utilize the services of a private business, or Contract Airport Manager (Manager), for the management and operation of the Airport.

#### 1.2. Purpose of Minimum Standards

- 1.2.1. It is the intent of the County to operate the Airport for the use and benefit of the public which shall be made available to all types, kinds, and classes of Aeronautical Activities on fair and reasonable terms.
- 1.2.2. Consistent with the County's objective to promote quality General Aviation products, services and facilities at the Airport, these Minimum Standards establish the minimum requirements to be met by an Entity as a condition for the privilege to conduct an Aeronautical Activity or provide a Commercial Aeronautical product, service or facility at the Airport.
- 1.2.3. These Minimum Standards have been developed in accordance with FAA Advisory Circular #150-5190-7, *Minimum Standards for Commercial Aeronautical Activities* (8/28/2006).

#### 1.3. Applicability

- 1.3.1. All Entities conducting Commercial Aeronautical Activities at the Airport, hereinafter referred to as a Commercial Aeronautical Operator, shall, as a condition of conducting such activities, comply with all applicable requirements concerning such activities as set forth in these Minimum Standards and any amendments thereto. The requirements set forth herein are the Minimum Standards which are applicable to persons conducting Commercial Aeronautical Activities at the Airport and all persons are encouraged to exceed such Minimum Standards in conducting their activities. These Minimum Standards shall be deemed to be a part of each Commercial Aeronautical Operator's Lease, license, permit or Agreement with or from the County unless any such provisions are waived or modified, in writing, by an authorized representative of the County. The mere omission of any particular standard from a Commercial Aeronautical Operator's written Lease, license, permit or Agreement with the County, shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the County intended to waive or modify such standard.
- 1.3.2. Except as provided for in existing Agreements, these Minimum Standards shall apply to any new Agreement or any new amendment to, or renewal of, any existing Agreement relating to occupancy or use of Airport land or Improvements, including, but not limited to: Commercial Aeronautical Activities, Non-Commercial Aircraft Storage and Self-Fueling Activities at the Airport.
- 1.3.3. Commercial Aeronautical Operators currently engaged in a Commercial Aeronautical Activity(ies) on the Airport shall, in order to continue to engage in such Activity(ies),



have up to three (3) months from the adoption of these Minimum Standards to obtain an authorized Commercial Operator Application / Permit.

### 1.4. Conflicting Regulatory Measures and Agreements

- 1.4.1. If a provision of these Minimum Standards is found to be in conflict with any other provision of these Minimum Standards, a provision of any Regulatory Measure, or a provision of an existing Agreement or Permit (if provided for in the Agreement or Permit) or future Agreement or Permit, the provision that establishes the higher or stricter standard shall prevail.
- 1.4.2. It is not the intent of these Minimum Standards to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure.

### 1.5. Amendments and Exemptions

- 1.5.1. These Minimum Standards may be updated or otherwise modified at any time by the County as the County deems appropriate in accordance with County needs, requirements and processes.
- 1.5.2. The County may consider and authorize certain variances or exemptions to these Minimum Standards when a proposed Activity(ies) may not be adequately addressed in these Minimum Standards. Such variances or exemptions shall be consistently applied and on reasonable terms.
- 1.5.3. The County may, at its sole discretion, authorize Commercial Aeronautical Operators to conduct Activity(ies) under terms and conditions that may be less stringent than these Minimum Standards but only for:
  - 1.5.3.1. Commercial Aeronautical Operators engaged in authorized Activities in accordance with a current Agreement with the County containing less stringent standards or,
  - 1.5.3.2. Commercial Aeronautical Operators providing a product, service, and/or facility which is/are not readily available at the Airport and only for a restricted period of time as may be permitted by the County.

### 1.6. Enforcement and Appeals

- 1.6.1. The County and its Manager are empowered to administer, require compliance with, and enforce these Minimum Standards.
- 1.6.2. The County and its Manager reserve the right to deny access to the Airport and its facilities without liability to any person, Entity, firm or corporation that fails or refuses to fully obey and comply with these Minimum Standards.
- 1.6.3. An Entity aggrieved by a decision of the Manager pertaining to these Minimum Standards, a Commercial Operator Application / Permit, or a Self-Service Fueling Application / Permit pertaining to Activities at the Airport may appeal in writing such decision to the County of Los Angeles Aviation Division Chief (Director) within ten (10) days after a decision is issued by the Manager.
  - 1.6.3.1. The decision of the Director regarding such appeals shall be provided to the aggrieved party in writing and shall be final.



### 1.7. Definitions

- 1.7.1. Terms frequently used throughout these Minimum Standards and the Commercial Operator Application / Permit and Self-Service Fueling Application / Permit are capitalized and defined in Section 15 of these Minimum Standards.



## 2. GENERAL PROVISIONS AND REQUIREMENTS

### 2.1. Introduction

- 2.1.1. These general provisions and requirements shall apply to all Commercial Aeronautical Operators engaged in Commercial Activities at the Airport.
  - 2.1.1.1. Where relevant, these general provisions and requirements shall also apply to Non-Commercial Entities such as Aircraft Storage Operators (Non-Commercial) and Self-Fueling Permittees as described in these Minimum Standards.

### 2.2. Permit/Agreement

- 2.2.1. Any Entity who desires to conduct any Commercial Aeronautical Activity(ies) at the Airport shall, prior to conducting such Activity(ies), submit a completed Commercial Operator Application / Permit to, and receive approval thereof from, the County or its Manager.
- 2.2.2. Any Entity who desires to conduct Self-Fueling at the Airport shall, prior to conducting Self-Fueling, submit a completed Self-Fueling Application / Permit to, and receive approval thereof from, the County or its Manager.
- 2.2.3. The County or its Manager shall be responsible for processing the Commercial Operator Application / Permit and the Self-Fueling Application / Permit. The County or its Manager may deny any Commercial Operator Application / Permit or Self-Fueling Application / Permit if the County or its Manager determines that:
  - 2.2.3.1. The Applicant does not meet the qualifications and standards set forth in these Minimum Standards;
  - 2.2.3.2. The proposed Activity(ies) are likely to create a safety hazard at the Airport;
  - 2.2.3.3. The Activity(ies) will require the County to expend funds or to supply labor or materials as a result of the Applicant's Activity(ies), or will result in a financial loss to the Airport and/or County;
  - 2.2.3.4. No appropriate space or land is available to accommodate the proposed Activity(ies);
  - 2.2.3.5. The proposed Activity(ies) are not consistent with the Airport Master Plan and/or Airport Layout Plan;
  - 2.2.3.6. The proposed Activity(ies) are likely to result in a congestion of Aircraft or buildings, a reduction in Airport capacity, interference with Airport operations or the operations of any existing Airport users at the Airport;
  - 2.2.3.7. The Applicant or any of its Principals has knowingly made any false or misleading statements in the course of applying for a Lease, license, permit or Agreement;
  - 2.2.3.8. The Applicant does not have the technical capabilities, experience or financial resources to properly conduct the proposed Activity(ies);
  - 2.2.3.9. The proposed Activity(ies) could result in non-compliance with any Federal, State, or local code, regulation, obligation or assurance;



2.2.3.10. The Applicant has not submitted appropriate or satisfactory documentation such as insurance, business license, or other licenses or certificates supporting the proposed Activity(ies) in accordance with the Commercial Operator Application / Permit or Self-Fueling Application / Permit.

### 2.3. Compliance with Regulatory Measures

- 2.3.1. Commercial Aeronautical Operators and other Entities engaged in Activities at the Airport shall abide by these Minimum Standards, Rules and Regulations, Title 19 - Airports and Harbors and any other policies and/or procedures established by the County or its Manager for the safe, orderly and efficient operation of the Airport.
- 2.3.2. Commercial Aeronautical Operators and other Entities engaged in Activities at the Airport will not engage in any Activity or Agreement that does not comply, or that precludes the County from complying, with all applicable Federal, State and local rules, regulations, ordinances, laws, codes or statutes.

### 2.4. Fees, Rents and Charges

- 2.4.1. Commercial Aeronautical Operators and other Entities engaged in Activities at the Airport shall pay all applicable fees, rents and charges as may be established by the County.

### 2.5. Written Communications

- 2.5.1. All written communications including notices, requests for consent or approval, applications, letters of intent, and other filings required or desired to be given by the County, the Manager, Commercial Aeronautical Operator or other Entity shall be sent in writing, and shall be deemed sufficiently given when same is: (i) delivered personally, by messenger, by courier or by Process Server; or (ii) deposited in the United States Postal System mail, sufficient postage prepaid, registered or certified mail, with return receipt requested, addressed to the recipient.

### 2.6. Identification of Commercial Activities

- 2.6.1. **Business:** Except as expressly provided for in a Commercial Aeronautical Operator's Agreement with the County, all Commercial businesses, places where Commercial products, services, and/or facilities are being accomplished or offered, must have clear signage readily visible to the general public identifying the business name, address, business license number and current contact information. If Commercial business is conducted after sunset, the signage must be lit.

2.6.1.1. The subject matter, type, design, number, location and elevation of signs, whether lighted or unlighted, shall be subject to, and in accordance with, the written approval of the County or Manager, and said approval shall not be unreasonably withheld. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic, or which fails to conform to the architectural scheme of the Airport or meet the requirements of the County.

- 2.6.2. **Vehicles:** Any Vehicle used for Commercial purposes in the Airside Area must bear identification designating the Commercial Aeronautical Operator to whom the vehicle is assigned. The display of identification shall be in letters in sharp contrast to the



background and shall be of such size, shape, and color as to be readily legible during daylight hours from a distance of 50 feet.

- 2.6.3. *Licenses and Permits:* All Commercial Aeronautical Operators shall have, maintain and display in clear view to customers and other entities a current business license, City or otherwise, and Commercial Operator Application / Permit or Self-Fueling Application / Permit while operating on the Airport.

### 2.7. Multiple Activities

- 2.7.1. Whenever a Commercial Aeronautical Operator provides multiple services, that Entity shall comply with the most stringent applicable Minimum Standards for the products, services or facilities being provided.

### 2.8. Minimum Premises

- 2.8.1. Commercial Aeronautical Operator shall lease, sublease, or construct sufficient land and/or Improvements on Airport property from which to conduct its Activity(ies) consistent with these Minimum Standards.

### 2.9. Qualifications

- 2.9.1. Commercial Aeronautical Operator shall procure all licenses, certificates, permits or other authorization from all governmental or other authorities, if any, having jurisdiction over the Commercial Aeronautical Operator's operations at the Airport which may be necessary for the Commercial Aeronautical Operator's operations thereat.
- 2.9.2. Commercial Aeronautical Operator and other Entities engaged in Activities at the Airport shall have current all required licenses, certificates and permits applicable to the services being offered and/or performed at the Airport.

### 2.10. Personnel, Subtenants and Invitees; Control and Demeanor

- 2.10.1. Each Commercial Aeronautical Operator shall employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its Lease, license, permit or Agreement.
- 2.10.2. Each Commercial Aeronautical Operator shall control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the County and/or its Manager concerning the conduct or demeanor of any such person, the Commercial Aeronautical Operator shall immediately take all lawful steps necessary to remove the cause of the objection.
- 2.10.3. Each Commercial Aeronautical Operator shall conduct their operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

### 2.11. Equipment

- 2.11.1. Commercial Aeronautical Operator shall retain adequate Equipment to meet its customers' needs and to fully comply with these Minimum Standards and applicable Agreements, permits, and Regulatory Measures.
- 2.11.2. Commercial Aeronautical Operator's required Equipment, if any, including vehicles and aircraft, shall be fully operational at all times.



### 2.12. Hours of Activity

- 2.12.1. Each Commercial Aeronautical Operator shall provide its products, services, and/or facilities during hours as may be described in its Agreement which shall be consistent with current local demand for such Activities.
- 2.12.2. The Commercial Aeronautical Operator's business hours and a contact telephone number shall be clearly posted on the Commercial Aeronautical Operator's premises in public view at all times.

### 2.13. Fees for Products, Services, and Facilities

- 2.13.1. Each Commercial Aeronautical Operator may establish the rates and charges for all of its products, services and facilities provided that such rates and charges are reasonable and fairly applied to the public.

### 2.14. Security

- 2.14.1. Commercial Aeronautical Operator shall have a documented security plan consistent with its Activity(ies) and adequate for the type of operation and services being provided. The security plan shall be made available to an authorized representative of the County or its Manager upon request and shall address at a minimum procedures for the following:
  - 2.14.1.1. Securing Commercial Aeronautical Operator's Leasehold to prevent unauthorized access to the Leasehold and the Airside Area of the Airport.
  - 2.14.1.2. Monitoring and controlling access to the Airside Area of the Airport through Commercial Aeronautical Operator's Leasehold.
  - 2.14.1.3. Providing escort to vendors, customers or other visitors operating vehicles on the Airside Area of the Airport.
  - 2.14.1.4. Informing Commercial Aeronautical Operator's employees, vendors, customers and other visitors of security requirements and procedures.

### 2.15. Indemnification

- 2.15.1. Commercial Aeronautical Operator and other Entities engaged in Activities at the Airport shall indemnify, defend, release, save and hold harmless County and Manager, and their officials, employees, officers, districts and agents (collectively, "Indemnified Parties" or singularly, "Indemnified Party") from and against all claims, actual damages (including, without limitation, special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines, incremental increases in subsequent fine levels solely due to the activities covered by this indemnification, charges, penalties and expenses (including, without limitation, reasonable attorneys', engineers', consultants' and expert witness' fees and costs incurred in defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by any Indemnified Party, directly or indirectly arising from, or attributable to, the Activity of Commercial Aeronautical Operator, except to the extent of County's or Manager's negligence.



2.15.2. Indemnification provisions of these Minimum Standards are intended to apply to the California Environmental Response, Compensation and Liability Act (CERCLA) as well as to liability under the California Health and Safety Code.

### 2.16. Insurance

2.16.1. Commercial Aeronautical Operator and other Entities engaged in Activities at the Airport shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



## 3. CONTRACT AIRPORT MANAGER

### 3.1. Introduction and Overview

Pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250, et seq., the County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so.

The County has engaged a Contract Airport Manager (Manager) which is authorized through an Agreement with the County for the management and operation of the five County of Los Angeles airports: Bracket Field Airport, Compton/Woodley Airport, El Monte Airport, General Wm. J. Fox Airfield, and Whiteman Airport.

3.1.1. The Manager shall fully comply with its Agreement with the County for the management and operation of the County airports, the Fixed Base Operator (FBO) requirements as described in Section 4 of these Minimum Standards, and all applicable Regulatory Measures.



## 4. FIXED BASE OPERATOR (FBO)

### 4.1. Introduction

A Fixed Base Operator (FBO) is a Commercial Aeronautical Operator which maintains facilities at the Airport for the purpose of engaging, at a minimum, in the retail sale of products, services, and facilities including Aviation Fuels Jet A and Aviation Gasoline (100LL) and lubricants, passenger and Aircraft crew and ground support services, Aircraft storage (hangar and tiedown) and associated auto parking.

4.1.1. FBO may subcontract any of the required activities as described in this Section 4 of the Minimum Standards only with the prior written consent of the Director.

### 4.2. Compliance With Regulatory Measures

4.2.1. FBO shall comply with the National Fire Protection Association's (NFPA) codes and standards such as NFPA 407 and NFPA 409, as may be amended, FAA Advisory Circular 150/5230-4 as may be amended, FAA Advisory Circular 00-34A as may be amended, all Rules and Regulations, Regulatory Measures and other applicable laws related to the handling, dispensing and storage of Aviation Fuels.

### 4.3. Fuel Records and Reporting

4.3.1. FBO shall provide as directed the County and/or its Manager on the 15<sup>th</sup> of each month a report in a format acceptable to the County detailing the total gallons of Aviation Fuels, by type, delivered to and dispensed by the FBO during the preceding month.

### 4.4. Standard Operating Procedures

4.4.1. FBO shall develop standard operating procedures for its aviation fueling activities and provide a current copy of the same to the County. The County and/or the Manager may periodically conduct inspections and reviews of the FBO's standard operating procedures, activities and personnel to ensure adherence to these Minimum Standards and safe practices.

### 4.5. Minimum Premises

4.5.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

4.5.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): One (1) Acre (43,560 Square Feet) to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by FBO without interfering with Aircraft operating in the Airport Operations Area.

4.5.1.1.1. Apron area shall include a minimum of ten (10) dedicated Aircraft Tiedown spaces with appropriate Tiedown anchors and chains.

4.5.1.2. Hangar: 10,000 Square Feet (individual hangars of no less than 1,250 Square Feet each) or sufficient hangar area to accommodate the largest Aircraft stored or being serviced by FBO, whichever is greater.

4.5.1.3. Facilities:

4.5.1.3.1. Customer Area: 1,500 Square Feet to include sufficient and dedicated space for customer lounge/waiting area, public use



telephone, and clean restrooms that are handicap compliant during its hours of activity(ies).

4.5.1.3.2. Office Area: 500 Square Feet to accommodate FBO's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

4.5.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate FBO's work activities and include sufficient and dedicated space for parts storage and work areas.

4.5.1.4. Fuel Farm and Refueling Vehicle Parking Area: as appropriate to sufficiently address the requirements of Sections 4.7 and 4.8 of these Minimum Standards.

4.5.1.5. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate FBO's employees, customers, subtenants, and other visitors.

### 4.6. Qualifications

4.6.1. FBO shall have current all required licenses, permits and certifications applicable to the services being offered and/or performed.

### 4.7. Fuel Storage

4.7.1. FBO shall have control of, and maintain in a clean, safe and fully-functional condition an on-airport above-ground fuel storage facility in a location approved by the County. The fuel storage facility shall have total capacity for the equivalent of three day's supply of aviation fuel for aircraft being serviced by the FBO. In no event shall the total storage capacity be less than the following:

4.7.1.1. 8,000 gallons for Jet A fuel storage

4.7.1.2. 8,000 gallons for Aviation Gasoline (100LL) storage

### 4.8. Fueling Vehicles and Equipment

4.8.1. FBO shall provide fuel dispensing equipment sufficient to serve the needs of the aircraft normally frequenting the Airport, which may include the provision of at least one (1) Jet A refueling vehicle and one (1) Aviation Gasoline refueling vehicle. Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and minimum capacity of 750 gallons. Aviation Gasoline refueling vehicles shall also have a minimum capacity of 750 gallons.

4.8.2. FBO shall have in its possession at all times, a minimum of one operational refueling vehicle for each type of Aviation Fuel available.

### 4.9. Other Equipment

4.9.1. FBO shall have available and in good operating condition, the necessary equipment to provide its services in a safe, efficient and professional manner. Minimum equipment shall include tire repair equipment, emergency starting equipment, portable compressed air tanks, fire extinguishers, chocks, ropes and Tiedown supplies as may be necessary for the servicing of Aircraft types expected to use the Airport.



4.9.2. FBO shall have and maintain the equipment that is required to safely and efficiently move (tow) Aircraft normally frequenting the Airport, including a tug and tow bars with rated draw bar pull sufficient for such Aircraft.

### 4.10. Personnel

- 4.10.1. FBO shall provide competent personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its services.
- 4.10.2. FBO shall employ and have on-duty seven (7) days per week between 8:00 a.m. and 5:00 p.m. at least two (2) properly trained and qualified employees capable of providing Aircraft fueling services, Aircraft Parking, ancillary Aircraft ground services and related customer services and support.
- 4.10.3. FBO shall obtain a fuel handler's permit and require all of its fuel-handling personnel to attend training courses and receive periodic refresher training as may be required by the County.

### 4.11. Hours of Activity

- 4.11.1. Aircraft fueling services, Aircraft Parking/storage services, and passenger and Aircraft crew and ground support services shall be available to meet the reasonable demands of the public for such services seven (7) days per week, eight (8) hours a day, including holidays.
- 4.11.2. Fueling services and aircraft Parking/storage services shall be available after hours, on-call, with a response time not to exceed 60-minutes.

### 4.12. Insurance

- 4.12.1. FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



### 5. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

#### 5.1. Introduction

A Specialized Aviation Service Operator (SASO) is a Commercial Aeronautical Operator engaged in providing Aviation products, services, and/or facilities. Aside from the various SASOs described in the subsequent sections of these Minimum Standards, other general SASOs may include, but not be limited to, Commercial Aeronautical Activities such as: aviation insurance, propeller or specialty maintenance or repair, aircraft interiors, nonstop sightseeing flights that begin and end at the Airport, aerial media, photography or survey, power line or pipeline patrol, fire-fighting or fire patrol, or airborne mineral exploration.

#### 5.2. Minimum Premises

5.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

5.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by SASO without interfering with Aircraft operating in the Airport Operations Area.

5.2.1.2. Hangar: If SASO is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, SASO shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by SASO, whichever is greater.

5.2.1.3. Facilities:

5.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during SASO's hours of Activity(ies).

5.2.1.3.2. Office Area: Shall accommodate SASO's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

5.2.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate SASO's work activities and include sufficient and dedicated space for parts storage and work areas.

5.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate SASO's employees, customers, subtenants, and other visitors.

5.2.1.4.1. If space for Vehicle Parking is not available on SASO's Contiguous land, Vehicle Parking shall be situated in close proximity to SASO's facility/Improvements.

#### 5.3. Qualifications

5.3.1. SASO shall have current all required licenses, permits and certifications applicable to the products, services, and/or facilities being offered.



### 5.4. Personnel

5.4.1. SASO shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its products, services, and/or facilities.

### 5.5. Commercial Operator Application / Permit

5.5.1. Prior to engaging in any Commercial Activities at the Airport, SASO shall submit a Commercial Operator Application / Permit to the Manager for approval.

5.5.2. No Commercial Activities shall occur at the Airport without a Commercial Operator Application / Permit signed and accepted by an authorized representative of the Manager's Airport Manager.

### 5.6. Equipment

5.6.1. SASO shall maintain and make available sufficient equipment, including a minimum of one (1) aircraft if appropriate, to conduct its Activity(ies).

### 5.7. Hours of Activity

5.7.1. SASO shall be open and its products, services and facilities available during appropriate hours to meet the reasonable demands of the public.

### 5.8. Insurance

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



### 6. AIRCRAFT MAINTENANCE PROVIDER

#### 6.1. Introduction

An Aircraft Maintenance Provider is a Specialized Aviation Service Operator providing one or more of the following services: airframe maintenance, engine or accessory overhaul, repair services on Aircraft which may include jet Aircraft and helicopters, and the sale of Aircraft parts and accessories.

#### 6.2. Minimum Premises

6.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

6.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Maintenance Provider without interfering with Aircraft operating in the Airport Operations Area.

6.2.1.2. Hangar: 2,500 Square Feet or sufficient hangar area to accommodate the largest Aircraft being maintained by Aircraft Maintenance Provider, whichever is greater.

6.2.1.3. Facilities:

6.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Maintenance Provider's hours of Activity(ies).

6.2.1.3.2. Office Area: Shall accommodate Aircraft Maintenance Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

6.2.1.3.3. Shop Area: Shall accommodate Aircraft Maintenance Provider's work activities and include sufficient and dedicated space for parts storage and work areas.

6.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Maintenance Provider's employees, customers, subtenants, and other visitors.

6.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Maintenance Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Aircraft Maintenance Provider's facility/Improvements.

#### 6.3. Qualifications

6.3.1. Aircraft Maintenance Provider shall have current all required licenses, permits and certifications applicable to the work being performed.



## 6.4. Personnel

- 6.4.1. Aircraft Maintenance Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- 6.4.2. At least one (1) employee shall be currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or Aircraft Inspector rating.

## 6.5. Equipment

- 6.5.1. Aircraft Maintenance Provider shall maintain and make available sufficient equipment to conduct its Activity(ies).

## 6.6. Hours of Activity

- 6.6.1. Aircraft Maintenance Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

## 6.7. Insurance

- 6.7.1. Aircraft Maintenance Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



## 7. AVIONICS OR INSTRUMENT MAINTENANCE PROVIDER

### 7.1. Introduction

An Avionics or Instrument Maintenance Provider is a Specialized Aviation Service Operator providing repair and/or maintenance of Aircraft radios, avionics, instruments, accessories and/or similar Aircraft components, including the sale of new or used parts and components necessary for such repairs.

### 7.2. Minimum Premises

7.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

7.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Avionics or Instrument Maintenance Provider without interfering with Aircraft operating in the Airport Operations Area.

7.2.1.2. Hangar: 2,500 Square Feet or sufficient hangar area to accommodate the largest Aircraft being maintained by Avionics or Instrument Maintenance Provider, whichever is greater.

7.2.1.3. Facilities:

7.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Avionics or Instrument Maintenance Provider's hours of Activity(ies).

7.2.1.3.2. Office Area: Shall accommodate Avionics or Instrument Maintenance Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

7.2.1.3.3. Shop Area: Shall accommodate Avionics or Instrument Maintenance Provider's work activities and include sufficient and dedicated space for parts storage and work areas.

7.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Avionics or Instrument Maintenance Provider's employees, customers, subtenants, and other visitors.

7.2.1.4.1. If space for Vehicle Parking is not available on Avionics or Instrument Maintenance Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Avionics or Instrument Maintenance Provider's facility/Improvements.

### 7.3. Qualifications

7.3.1. Avionics or Instrument Maintenance Provider shall have current all required licenses, permits and certifications applicable to the work being performed.

7.3.2. Avionics or Instrument Maintenance Provider conducting maintenance on turboprop or turbojet aircraft shall be certificated as an FAA Repair Station.



### 7.4. Personnel

7.4.1. Avionics or Instrument Maintenance Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

### 7.5. Equipment

7.5.1. Avionics or Instrument Maintenance Provider shall maintain and make available sufficient Equipment to conduct its Activity(ies).

### 7.6. Hours of Activity

7.6.1. Avionics or Instrument Maintenance Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

### 7.7. Insurance

7.7.1. Avionics or Instrument Maintenance Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



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## **8. AIRCRAFT RENTAL PROVIDER OR FLIGHT TRAINING PROVIDER**

### 8.1. Introduction

An Aircraft Rental Provider is a Specialized Aviation Service Operator engaged in leasing or rental of Aircraft to the public.

A Flight Training Provider is a Specialized Aviation Service Operator engaged in providing instruction in dual and solo flight training, in fixed-wing and/or rotary-wing Aircraft, and providing such related ground school instruction as is necessary to take a written examination and night check ride for the categories of pilot's licenses and ratings involved.

### 8.2. Minimum Premises

8.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

8.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Rental Provider and Flight Training Provider without interfering with Aircraft operating in the Airport Operations Area.

8.2.1.2. Hangar (if applicable): If Aircraft Rental Provider or Flight Training Provider is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, Aircraft Rental Provider or Flight Training Provider shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by Aircraft Rental Provider or Flight Training Provider, whichever is greater.

8.2.1.3. Facilities:

8.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Rental Provider's or Flight Training Provider's hours of Activity(ies).

8.2.1.3.2. Office Area: Shall accommodate Aircraft Rental Provider's or Flight Training Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

8.2.1.3.3. Flight Training Area: Shall include sufficient and dedicated space to accommodate flight training activities.

8.2.1.3.4. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate Aircraft Rental Provider's or Flight Training Provider's work activities and include sufficient and dedicated space for parts storage and work areas.

8.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Rental Provider's or Flight Training Provider's employees, customers, subtenants, and other visitors.

8.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Rental Provider's or Flight Training Provider's Contiguous land, Vehicle



Parking shall be situated in close proximity to Aircraft Rental Provider or Flight Training Provider's facility/Improvements.

### 8.3. Qualifications

8.3.1. Aircraft Rental Provider or Flight Training Provider and its flight instructors shall have current all required licenses, permits and certifications applicable to its Activity(ies).

### 8.4. Personnel

8.4.1. Aircraft Rental Provider or Flight Training Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

### 8.5. Equipment

8.5.1. Aircraft Rental Provider or Flight Training Provider shall make available for rental or flight training two (2) properly certified and airworthy Aircraft.

### 8.6. Hours of Activity

8.6.1. Aircraft Rental Provider or Flight Training Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

### 8.7. Insurance

8.7.1. Aircraft Rental Provider or Flight Training Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

8.7.2. Aircraft Rental Provider or Flight Training Provider shall post a notice and incorporate within the Aircraft rental and flight instruction agreements the coverage and limits provided to the renter or student by the Aircraft Rental Provider or Flight Training Provider, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Aircraft Rental Provider or Flight Training Provider shall provide a copy of such notice to the County and its Contract Airport Manager.



### 9. AIRCRAFT CHARTER PROVIDER OR AIRCRAFT MANAGEMENT PROVIDER

#### 9.1. Introduction

An Aircraft Charter Provider is a Specialized Aviation Service Operator engaged in providing air transportation of persons or property to the general public for hire, either on a charter basis or as defined by the FAR Part 135.

An Aircraft Management Provider is a Specialized Aviation Service Operator engaged in providing Aircraft management which may include, but not be limited to, the coordination of flight crews and flights and Aircraft storage and maintenance.

#### 9.2. Minimum Premises

9.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

9.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Charter Provider or Aircraft Management Provider without interfering with Aircraft operating in the Airport Operations Area.

9.2.1.2. Hangar (if applicable) – If Aircraft Charter Provider or Aircraft Management Provider is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, Aircraft Charter Provider or Aircraft Management Provider shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by Aircraft Charter Provider or Aircraft Management Provider, whichever is greater.

9.2.1.3. Facilities:

9.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Charter Provider's or Aircraft Management Provider's hours of Activity(ies).

9.2.1.3.2. Office Area: Shall accommodate Aircraft Charter Provider's or Aircraft Management Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

9.2.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate Aircraft Charter Provider's or Aircraft Management Provider's work activities and include sufficient and dedicated space for parts storage and work areas.

9.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Charter Provider's or Aircraft Management Provider's employees, customers, subtenants, and other visitors.

9.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Charter Provider's or Aircraft Management Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Aircraft Charter Provider's or Aircraft Management Provider's facility/Improvements.



### 9.3. Qualifications

- 9.3.1. Aircraft Charter Provider and Aircraft Management Provider and its pilots shall have current all required licenses, permits and certifications applicable to its Activity(ies).
- 9.3.2. Aircraft Charter Provider and Aircraft Management Provider shall have and provide to the County and/or its Manager a copy of its current FAR Part 135 Certificate or provisional FAR Part 135 Certificate as well as the Aircraft identification page from the operating specifications listing all Aircraft on the certificate.

### 9.4. Personnel

- 9.4.1. Aircraft Charter Provider and Aircraft Management Provider shall provide personnel to adequately and safely carry out the Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- 9.4.2. Aircraft Charter Provider and Aircraft Management Provider shall employ and have on-duty during normal business hours at least one person who holds current FAA commercial pilot and medical certificates and ratings appropriate for its Activity(ies). All flight crews shall be properly rated for the Aircraft operated and the Aircraft Charter Provider or Aircraft Management Provider shall provide reasonable assurance of the continued availability of qualified operating crews.

### 9.5. Equipment

- 9.5.1. Aircraft Charter Provider shall maintain and make available to the general public one (1) properly certified and airworthy Aircraft for hire.

### 9.6. Hours of Activity

- 9.6.1. Aircraft Charter Provider and Aircraft Management Provider shall be open and its services and qualified personnel available during appropriate hours to meet the reasonable demands of the public.

### 9.7. Insurance

- 9.7.1. Aircraft Charter Provider and Aircraft Management Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



## 10. AIRCRAFT SALES PROVIDER

### 10.1. Introduction

An Aircraft Sales Provider is a Specialized Aviation Service Operator engaged in the sale or brokerage of three (3) or more new or used Airworthy Aircraft each 12 calendar months.

### 10.2. Minimum Premises

10.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

10.2.1.1. Pavement for Parking and Maneuvering Aircraft (Apron): Sufficient Apron to accommodate the Parking (for Aircraft not utilizing a hangar) and/or maneuvering of Aircraft owned, operated, leased, or serviced by Aircraft Sales Provider without interfering with Aircraft operating in the Airport Operations Area.

10.2.1.2. Hangar (if applicable) – If Aircraft Sales Provider is storing Aircraft in hangar(s) and/or performing Aircraft Maintenance that requires hangar, Aircraft Sales Provider shall have 2,500 square feet of hangar or sufficient hangar area to accommodate the largest Aircraft stored or being maintained by Aircraft Sales Provider, whichever is greater.

10.2.1.3. Facilities:

10.2.1.3.1. Customer Area: Shall include sufficient and dedicated space for (or immediate access to) customer lounge/waiting area, public use telephone, and clean restrooms during Aircraft Sales Provider's hours of Activity(ies).

10.2.1.3.2. Office Area: Shall accommodate Aircraft Sales Provider's administrative activities and include sufficient and dedicated space for employee offices, work areas, and storage.

10.2.1.3.3. Shop Area (required if performing Aircraft Maintenance that requires hangar): Shall accommodate Aircraft Sales work activities and include sufficient and dedicated space for parts storage and work areas.

10.2.1.4. Vehicle Parking: Consistent with County and/or City requirements and sufficient to accommodate Aircraft Sales Provider's employees, customers, subtenants, and other visitors.

10.2.1.4.1. If space for Vehicle Parking is not available on Aircraft Sales Provider's Contiguous land, Vehicle Parking shall be situated in close proximity to Aircraft Sales Provider's facility/Improvements.

### 10.3. Qualifications

10.3.1. Aircraft Sales Provider shall have current all required licenses, permits and certifications applicable to the services being offered.



## 10.4. Personnel

10.4.1. Aircraft Sales Provider shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its products, services, and/or facilities.

## 10.5. Equipment

10.5.1. Aircraft Sales Provider shall have on its premises at least one (1) Aircraft available for sale.

## 10.6. Hours of Activity

10.6.1. Aircraft Sales Provider shall be open and its products and/or services available during appropriate hours to meet the reasonable demands of the public.

## 10.7. Insurance

10.7.1. Aircraft Sales Provider shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



### 11. AIRCRAFT STORAGE PROVIDER (COMMERCIAL)

#### 11.1. Introduction

An Aircraft Storage Provider (Commercial) is a Specialized Aviation Service Operator engaged in the business of constructing and leasing, renting or licensing hangars to Aircraft owners or operators for Aircraft storage purposes.

#### 11.2. Minimum Premises

11.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

11.2.1.1. Hangar (for Aircraft storage): 5,000 Square Feet (individual hangars of no less than 1,250 Square Feet each).

11.2.1.1.1. Aircraft Storage Provider (Commercial) shall include restrooms in its hangar development consistent with County and/or City requirements.

11.2.1.2. Vehicle Parking: Consistent with County and/or City requirements.

#### 11.3. Personnel

11.3.1. Aircraft Storage Provider (Commercial) shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of the public seeking its facilities.

#### 11.4. Hours of Activity

11.4.1. Aircraft Storage Provider (Commercial) shall be available to assist its Sublessees with storage or Aircraft removal activities seven days a week, 24 hours per day.

#### 11.5. Insurance

11.5.1. Aircraft Storage Provider (Commercial) shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



### 12. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

#### 12.1. Introduction

A Temporary Specialized Aviation Service Operator (SASO) is a Commercial Aeronautical Operator engaged in providing Aviation products and/or services at the Airport on a temporary basis from either a fixed or mobile location on the Airport. As may be determined by the County or its Contract Airport Manager, the products and/or services of a Temporary SASO may be permitted at the Airport when similar products and/or services are not available at the Airport.

#### 12.2. Qualifications

12.2.1. Temporary SASO shall have current all required licenses, permits and certifications applicable to the work being performed.

#### 12.3. Personnel

12.3.1. Temporary SASO shall provide personnel to safely carry out its Activity(ies) in a courteous, prompt and efficient manner adequate to meet the reasonable demands of its customer(s).

#### 12.4. Commercial Operator Application/Permit

12.4.1. Prior to engaging in any Commercial Activities at the Airport, Temporary SASO shall submit a Commercial Operator Application / Permit to the Manager for approval.

12.4.2. No Commercial Activities shall occur at the Airport without a Commercial Operator Application / Permit signed and accepted by an authorized representative of the Manager.

#### 12.5. Insurance

12.5.1. Temporary SASO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



## 13. AIRCRAFT STORAGE OPERATOR (NON-COMMERCIAL)

### 13.1. Introduction

An Aircraft Storage Operator (Non-Commercial) is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing aircraft for non-commercial purposes.

### 13.2. Minimum Premises

13.2.1. All Improvements shall be located on Contiguous land and shall include a minimum of the following:

13.2.1.1. Hangar (for Aircraft storage): 5,000 Square Feet (individual hangars of no less than 1,250 Square Feet each).

13.2.1.2. Vehicle Parking: Consistent with County and/or City requirements.

### 13.3. Insurance

13.3.1. Aircraft Storage Operator (Non-Commercial) shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



### 14. SELF-FUELING PERMITTEE

#### 14.1. Introduction

A Self-Fueling Permittee is an Entity that dispenses Aviation Fuel into aircraft owned or leased for its own exclusive use and with its own personnel and equipment.

At no time may a Self-Fueling Permittee dispense fuels into aircraft that are not owned, leased or operated by the Non-Commercial Self-Fueling Permittee.

#### 14.2. Compliance With Regulatory Measures

14.2.1. Self-Fueling Permittee's activities shall comply with the National Fire Protection Association's (NFPA) codes and standards such as NFPA 407 and NFPA 409, as amended, FAA Advisory Circular 150/5230-4 as may be amended, FAA Advisory Circular 00-34A as may be amended, all Rules and Regulations, Regulatory Measures and other applicable laws related to aircraft fuel handling, dispensing and storage.

#### 14.3. Self-Fueling Permit

14.3.1. Prior to engaging in any Non-Commercial Self-Fueling at the Airport, Entities shall submit a Self-Fueling Application / Permit to the Manager for approval.

14.3.2. No Self-Fueling shall occur at the Airport without a Self-Fueling Application / Permit signed and accepted by an authorized representative of the Manager.

#### 14.4. Fuel Records and Reporting

14.4.1. Self-Fueling Permittee shall provide the County and/or its Manager on the 15<sup>th</sup> of each month a report detailing the total gallons of fuel, by type, delivered to and dispensed by the Non-Commercial Self-Fueling Permittee during the preceding month.

14.4.2. Self-Fueling Permittee shall provide the County and/or its Manager on a regular basis a list of the registration numbers (N-Numbers) of the Self-Fueling Permittee's Aircraft to be fueled by Self-Fueling Permittee. Aircraft that are not on the current list with the County and/or its Manager may not be fueled at the Airport by Self-Fueling Permittee.

#### 14.5. Standard Operating Procedures

14.5.1. Self-Fueling Permittee shall develop standard operating procedures for aviation fueling and storage activities and provide a current copy of the same to the County. The County and/or the Manager may periodically conduct inspections of the Self-Fueling Permittee's activities to ensure adherence to these Minimum Standards and safe practices.

14.5.2. The standard operating procedures shall contain a Spill Prevention, Control and Countermeasures plan (SPCC) consistent with applicable Regulatory Measures and approved by the County or its Manager. The SPCC shall describe in detail the Self-Fueling Permittee's plans and Equipment on-hand for the prevention, reporting, containment and cleanup of potential Aviation Fuel spills.



### 14.6. Qualifications

- 14.6.1. Self-Fueling Permittee shall have current all required licenses, permits and certifications applicable to the Activity(ies).

### 14.7. Personnel

- 14.7.1. Self-Fueling Permittee shall ensure that personnel engaged in Self-Fueling are properly trained in aircraft fueling, fuel handling and associated safety procedures and conform to the best practices for such activities.

### 14.8. Fuel Storage

- 14.8.1. Self-Fueling Permittee shall make arrangements with, and receive authorization from, the County and/or its County Airport Contactor for the safe and appropriate delivery, storage and dispensing of Aviation Fuel(s) on the Airport.
- 14.8.2. If space is available, as shall be determined by the County, Self-Fueling Permittee may store Aviation Fuel(s) on the Airport only in an above-ground fuel storage facility in a location approved by the County. The fuel storage facility shall be maintained in a clean, safe and fully-functional condition.
- 14.8.3. Refueling vehicles shall not be utilized for the storing of Aviation Fuels but rather solely for the delivery/dispensing of Aviation Fuels.

### 14.9. Refueling Vehicles and Equipment

- 14.9.1. A vehicle dispensing Aviation Gasoline shall be no less than 750 gallon capacity and no more than 1,200 gallon capacity. A vehicle dispensing Jet A shall have a maximum capacity of 3,000 gallons.
- 14.9.2. Self-Fueling Permittee shall make arrangements with, and receive authorization from, the County and/or its Manager for the safe and appropriate travel routes and storage location(s) for refueling vehicles on the Airport.
- 14.9.3. All equipment, including refueling vehicles, shall be approved by the County and/or its Manager and shall meet all Federal, State and County safety standards. The metering devices shall be inspected, checked and certified by the appropriate state and/or local agencies as required but not less than annually. The County and/or its Manager may inspect such equipment and inspection and certification documentation periodically to ensure compliance with these Minimum Standards.
- 14.9.4. Refueling vehicles shall fully comply with Advisory Circular 150/5210-20 Ground Vehicle Operation on Airports, as amended.

### 14.10. Insurance

- 14.10.1. Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



### 15. DEFINITIONS

**Aeronautical Activity (Activity or Activities)**, Any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on Airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft Sales and services, Aircraft storage, sale of aviation petroleum products, Self-Fueling, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as Aeronautical Activities. Activities, such as model Aircraft and model rocket operations are not Aeronautical Activities.

**Agreement**, A written contract, executed by both parties, and enforceable by law between the County and an Entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including, but not limited to, term of the Agreement, rents, fees, and charges to be paid by the Entity, and the rights and obligations of the respective parties.

**Air Charter Provider**, An Entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR (14 CFR Part 135 for common carriage or 14 CFR Part 125 for private carriage) with Aircraft that provide no more than 30 passenger seats and are within the weight limitations established for the Airport.

**Aircraft**, Any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air.

**Aircraft Maintenance**, The repair, adjustment or inspection of Aircraft. Major repairs include major alterations to the airframe, power plant, propeller and accessories as defined in FAR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of Aircraft and their accessories.

**Aircraft Rental Services Provider**, An Entity engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing Aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. This category of services includes provisions for the rental of Aircraft to the public.

**Aircraft Sales Provider**, An Entity engaged in the sale or brokerage of three (3) or more new or used Airworthy Aircraft each 12 calendar months.

**Airport**, The El Monte Airport in the City of El Monte, California and all land and Improvements within the legal boundary of the Airport.

**Airport Layout Plan**, A scaled drawing depicting existing and future facilities and property necessary for the operation and development of the airport.



**Airport Manager**, The Entity responsible for managing the day to day operation of El Monte Airport (see also Contract Airport Manager).

**Airport Master Plan**, A comprehensive study of an airport that usually describes the short-, medium-, and long-term development plans for the airport to meet future aviation demand.

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

**Airside Area**, Area of the Airport inside of the security fencing and Airport access gates.

**Airworthy**, The physical and operational condition of an Aircraft in which it can properly operate in the air without posing significant hazard to aircrew, ground crew, passengers or to the general public.

**Applicant**, An Entity that has submitted, or is interested in submitting an application for a Commercial Operator Application / Permit or a Self-Fueling Application / Permit.

**Apron**, Those paved areas of the Airport within the AOA designated by the Airport for the loading and unloading of passengers, servicing, or Parking of Aircraft.

**Aviation Fuels**, as referenced in these Minimum Standards include Jet A and Aviation Gasoline (100LL).

**Avionics and Instrument Repair Facility**, An Entity engaged in the business of, and providing a facility for the repair of Aircraft radios and electrical systems, instruments and other accessories for Aircraft. This category of services includes the sale of Aircraft parts and accessories of the type repaired.

**CFR**, Code of Federal Regulations, of which Title 14 applies to Aeronautics and Space. The Federal Aviation Regulations (FAR) are a component thereof.

**City**, The City of Los Angeles.

**Commercial**, The intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

**Commercial Aeronautical Activity**, Activity undertaken to operate Aircraft, or involves, makes possible or is required to support the operation of Aircraft, with the purpose of generating income, compensation, or profit.

**Commercial Aeronautical Operator**, An Entity that engages in a Commercial Aeronautical Activity(ies) at the Airport through Lease, Sublease, or other form of Agreement. A Commercial Aeronautical Operator may be classified as a Fixed Base Operator (FBO), Specialized Aviation Service Operator (SASO) or Temporary SASO.

**Commercial Operator Application / Permit**, The application and legal Agreement between the County and an individual or Entity providing a Commercial Activity that grants permission to perform



such Activity on or from the Airport property, whether directly or indirectly related to Aviation Activities or Aeronautical Activities, and with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

**Contiguous**, Land that is sharing an edge or boundary.

**Contract Airport Manager (“Manager”)**, The individual or Entity contracted by the County to manage the day-to-day activities of the Airport including, but not limited to, airport administration, facility and equipment maintenance, aircraft fuel servicing and fuel quality control, property management and leasing, airfield safety and security, and public relations.

**County**, County of Los Angeles, California, USA.

**Director**, The County of Los Angeles, Department of Public Works, Aviation Division Chief whose office is located at 900 South Fremont Avenue, A-9 East, Alhambra, CA 91803-1331.

**Entity**, A person, group of persons, firm, company, corporation, limited liability corporation, partnership, limited partnership or other organization including government bodies.

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

**FAA**, Federal Aviation Administration.

**FAR**, Federal Aviation Regulation.

**Fixed Base Operator (FBO)**, A Commercial Aeronautical Operator which maintains facilities at the Airport for the purpose of engaging in the retail sale of products and services, including Aviation Fuels and lubricants, Aircraft crew and ground support services, Aircraft hangar and Tiedown Parking, and associated auto parking.

**Flight Training Services Provider**, A Flight Training Services Provider means a person engaged in instructing pilots in dual and solo flight training, in fixed-wing and/or rotary-wing Aircraft, and providing such related ground school instruction as is necessary to take a written examination and night check ride for the categories of pilot’s licenses and ratings involved.

**General Aviation**, The operation of civilian aircraft for the purposes other than commercial passenger transport, including personal, business and instructional flying.

**Hazardous Material**, Any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes, toxic wastes or other substances or materials as may be defined as Hazardous Materials by the United States Environmental Protection Agency as which may pose a hazard to human health or the environment.

**Improvements**, All buildings, structures and facilities including Pavement (Apron and Vehicle Parking), fencing, signs and landscaping constructed, installed or placed on, under or above any Leased area by or with the concurrence of a lessee.



**Lease**, A contractual agreement between the County and an Entity setting forth the terms and conditions upon which the authorized Entity may occupy and use the property.

**Leasehold**, The property specifically leased from the County by an individual or Entity.

**Master Plan**, An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the County, a copy of which is on file and available for inspection in the Airport Manager's office.

**Minimum Standards**, A guiding document which may be amended from time to time by the County that establishes the minimum requirements to be met by an Entity as a condition for the privilege to conduct an Aeronautical Activity or provide a Commercial Aeronautical product, service or facility at the Airport.

**Non-Commercial**, Not for the purposes of generating and/or securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit.

**Parking**, The stationary placement of an Aircraft, motor vehicle or trailer for a period of time for purposes other than the loading and/or unloading of passengers and/or equipment.

**Pavement**, A flat surface typically composed of concrete or asphalt materials.

**Principals**, For Corporations all directors, officers, and stockholders holding more than 10% of the company stock; means for Partnerships all general and limited partners.

**Ramp**, A paved area suitable for Aircraft parking, and/or movement and staging of Aircraft.

**Regulatory Measures**, Federal, state, County, and City laws, codes, ordinances, policies, Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.

**Repair Station**, An Aircraft Maintenance facility certificated under 14 CFR Part 145 and authorized by the FAA to perform certain maintenance functions.

**Rules and Regulations**, Those Rules and Regulations as may be established and amended by the County, the FAA, the California Department of Transportation or other federal, state or local government agencies pertaining to activities at the Airport.

**Self-Fueling**, The Non-Commercial fueling of Aircraft by the owner of the Aircraft or the owner's employees using the owner's equipment.

**Self-Fueling Permittee**, The application and legal Agreement between the County and an individual or Entity engaged in Self-Fueling that grants permission to perform Self-Fueling on the Airport property.

**Self-Service Fueling**, Dispensing fuel into an Aircraft using a commercial self-service Aircraft fueling station.



**Self-Fueling Application / Permit**, The application and legal Agreement between the County and an individual or Entity providing a Commercial Aeronautical Activity that grants permission to perform such Activity on or from the Airport property

**Specialized Aviation Service Operator (or “SASO”)**, A Commercial Aeronautical Operator engaged in providing a single aeronautical service, or a combination of aeronautical Services, but that does not meet the minimum requirements to be a Fixed Base Operator (FBO). Services provided by a SASO may include, but not limited to, Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental and/or flight training, Aircraft charter or Aircraft management, Aircraft Sales, and/or Aircraft storage. A SASO is not permitted to engage in Aeronautical Activities involving aviation fuel.

**Sublease**, An Agreement granted by a Lessee to another Entity for the use and sublet of all or part of its land and/or Improvements.

**Tiedown**, The area, paved, or unpaved, suitable for parking and mooring of Aircraft wherein suitable Tiedown points have been located.

**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.

## EXHIBIT A – MINIMUM INSURANCE REQUIREMENTS

		Types of Required Insurance				
		Commercial General Liability	Vehicular Liability	Hangar Keeper's Liability*	Aircraft & Passenger Liability	CFI Professional Liability
Types of Commercial & Non-Commercial Aeronautical Operators	Fixed Base Operator (FBO)	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000 / \$100,000 sub limit per person	-
	Specialized Aviation Service Operator (SASO)	\$1,000,000	\$500,000	\$500,000	\$1,000,000 / \$100,000 sub limit per person	-
	Aircraft Maintenance Provider	\$1,000,000	\$500,000	\$500,000	-	-
	Avionics or Instrument Maintenance Provider	\$1,000,000	\$500,000	\$500,000	-	-
	Aircraft Rental Provider or Flight Training Provider	\$1,000,000	\$500,000	\$250,000	\$1,000,000 / \$100,000 sub limit per person	\$1,000,000
	Aircraft Charter or Aircraft Management Provider	\$1,000,000	\$500,000	\$500,000	\$1,000,000 / \$100,000 sub limit per person	-
	Aircraft Sales Provider	\$1,000,000	\$500,000	\$500,000	\$500,000	-
	Aircraft Storage Provider (Commercial)	\$1,000,000	\$500,000	\$500,000	-	-
	Temporary Specialized Aviation Service Operator	\$1,000,000	\$500,000	-	\$1,000,000 / \$100,000 sub limit per person	-
	Aircraft Storage Operator (Non-Commercial)	\$1,000,000	\$500,000	-	-	-
	Non-Commercial Self-Service Fueling Permittee	\$1,000,000	\$500,000	-	-	-

**Commercial General Liability** shall include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability and shall name County and Manager as Additional Insureds.

**Vehicular Liability** shall include bodily injury and property damage for all owned, non-owned, or hired Vehicles used to conduct Activity(ies) on the Airport.

**Hangar Keeper's Liability (\*recommended minimum coverage)**, if applicable, actual amount of coverage shall be based on the largest aircraft accommodated and shall include property damage for all non-owned Aircraft under the care, custody, and control of the Commercial Aeronautical Operator.

**Aircraft and Passenger Liability**, applicable if operating aircraft and carrying passengers and shall include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

**CFI Professional Liability**, applicable if providing Flight Training and required if such coverage is readily available, shall include bodily injury and property damage not only during dual flight instruction, but also after flight instruction has been provided.

**EXHIBIT B – COMMERCIAL OPERATOR APPLICATION / PERMIT**

**COMMERCIAL OPERATOR APPLICATION / PERMIT**

**Type:**     Lessee / Licensee         Sublessee         Other (describe on page 2)

**Term:**      Annual                                 Monthly                                 Daily

**Activity(ies) To Be Conducted (attach additional sheets if necessary):**

- |  |  |
|--|--|
| <input type="checkbox"/> Fixed Base Operator (providing aviation fuel) | <input type="checkbox"/> Flight Training (Including Ground School) |
| <input type="checkbox"/> Aircraft Maintenance                          | <input type="checkbox"/> Aircraft Charter                          |
| <input type="checkbox"/> Avionics Maintenance                          | <input type="checkbox"/> Aircraft Management                       |
| <input type="checkbox"/> Instrument Maintenance                        | <input type="checkbox"/> Aircraft Sales                            |
| <input type="checkbox"/> Aircraft Rental                               | <input type="checkbox"/> Aircraft Storage (Hangar)                 |
| <input type="checkbox"/> Aerial Tour (Sightseeing)                     | <input type="checkbox"/> Banner Towing                             |
| <input type="checkbox"/> Aircraft Washing / Detailing                  | <input type="checkbox"/> Other Commercial Activity                 |

**Proposed Location and Start and End Dates:**

AIRPORT		START DATE	
ADDRESS		END DATE	
CITY, STATE, ZIP			

**Legal Name of the Applicant and Business Name (if different):**

LEGAL NAME	
BUSINESS NAME	

**Address of the Applicant (if different from the Proposed Location):**

ADDRESS	
CITY, STATE, ZIP	

**Primary Contact for the Applicant:**

NAME			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE #		FAX #	
E-MAIL			

**Contact Information for all Owners. (attach additional sheets if necessary)**

	OWNER 1	OWNER 2
NAME		
ADDRESS		
CITY, STATE, ZIP		
TELEPHONE		
E-MAIL		

**COMMERCIAL OPERATOR APPLICATION / PERMIT**  
**(Page 2)**

**All Employees, Vehicles, Aircraft and Equipment Involved in the Activity(ies):**

ITEM	QUANTITY	NAMES, LICENSE PLATE(S), TAIL NUMBER(S), ETC.
EMPLOYEE(S)		
VEHICLE(S)		
AIRCRAFT		
EQUIPMENT		

**ADDITIONAL INFORMATION**

**Type of Operator and/or Activity(ies):**

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**Location of Activity(ies):**

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**Insurance and/or Other Requirements:**

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**Fees and/or Charges:**

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**Other:**

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# COMMERCIAL OPERATOR APPLICATION / PERMIT

(Page 3)

**The Applicant hereby requests that the privilege to conduct commercial activities as described in this Permit at the Airport(s) listed on Page 1 of this Permit be granted to the Applicant by the Contract Airport Manager (Manager), the designated manager of the Airport for the County of Los Angeles (County). Additionally, the Applicant agrees to the following:**

- **FEE PAYMENT:** The Applicant agrees to pay all applicable fees and other charges including late fees, interest, and penalties without offset of any kind whatsoever.
- **PERMIT LIMITATIONS:** This Permit is not valid unless signed by an authorized representative of the Manager. This Permit may not be assigned or transferred and is limited to engaging in the approved Activity(ies) in the location(s) designated and only for the time specified in the Permit.
- **INFORMATION CHANGES:** The Applicant shall notify the Manager in writing within 15 days of any change to the information submitted in this application.
- **INSURANCE:** The Applicant shall maintain appropriate insurance coverage in accordance with this Permit, Section 19.04.610 of Los Angeles County Code Title 19, and the Minimum Standards.
- **INDEMNIFICATION:** The Applicant shall indemnify and hold harmless the County and Manager and their agents, officers, employees, successors and assigns from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, County or Manager by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of Applicant's use of the Airport(s) not arising out of the willful misconduct or gross negligence of the County or Manager.
- **COMPLIANCE WITH REGULATORY MEASURES:** The Applicant shall comply with Los Angeles County Code Title 19 in addition to all statutes, ordinances, resolutions, Minimum Standards, Rules and Regulations of any applicable federal, state, or local governmental agency and the County of Los Angeles, and any and all directives concerning airport operations and safety issued by the County or Manager.

*If, at any time, the Applicant does not comply with all the terms and conditions of this Permit, the Permit shall be invalid and terminated.*

*The undersigned Applicant certifies that they are authorized to sign for the business and agrees to abide by all of the terms and conditions under which this request is being granted.*

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Applicant (sign and print name)	Title	Date
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**\*\*\* Contract Airport Manager Administration Use Only \*\*\***

*Documents provided to the Applicant:*

- |   |   |
|---|---|
| <input type="checkbox"/> Los Angeles County Code Title 19 | <input type="checkbox"/> FAA Advisory Circular 150/5230-4           |
| <input type="checkbox"/> Minimum Standards                | <input type="checkbox"/> Airport Layout Map                         |
| <input type="checkbox"/> NFPA Document 407                | <input type="checkbox"/> Receipt for Payment of Fees and/or Charges |

*Attached copies of applicable documents:*

- |  |   |
|--|---|
| <input type="checkbox"/> Lease / License Agreement | <input type="checkbox"/> Verification of Incorporation  |
| <input type="checkbox"/> Sublease Agreement        | <input type="checkbox"/> Business/Privilege Tax License |
| <input type="checkbox"/> FAA Certificate(s)        | <input type="checkbox"/> Certificate(s) of Insurance    |

COMMENTS BY CONTRACT AIRPORT MANAGER:

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- Permit valid for one year from the date of approval.
- Permit valid from \_\_\_\_\_ to \_\_\_\_\_.

Permit approved by: \_\_\_\_\_  
\_\_\_\_\_, Airport Manager Date



# SELF-FUELING APPLICATION / PERMIT

(Page 2)

**The Applicant hereby requests that the privilege to conduct Self-Fueling activities as described in this Permit at the Airport(s) listed on Page 1 of this Permit be granted to the Applicant by the Contract Airport Manager (Manager), the designated manager of the Airport for the County of Los Angeles (County). Additionally, the Applicant agrees to the following:**

- **FEE PAYMENT:** The Applicant agrees to pay all applicable fees and other charges including fuel flowage fees, late fees, interest, and penalties without offset of any kind whatsoever.
- **PERMIT LIMITATIONS:** This Permit is not valid unless signed by an authorized representative of the Manager. This Permit may not be assigned or transferred and is limited to engaging in the approved activity(ies) in the location(s) designated and only for the time specified in the Permit.
- **INFORMATION CHANGES:** The Applicant shall notify the Manager in writing within 15 days of any change to the information submitted in this application.
- **INSURANCE:** The Applicant shall maintain appropriate insurance coverage in accordance with this Permit, Section 19.04.610 of Los Angeles County Code Title 19, and the Minimum Standards.
- **INDEMNIFICATION:** The Applicant shall indemnify and hold harmless the County and Manager and their agents, officers, employees, successors and assigns from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, County or Manager by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of Applicant's use of the Airport(s) not arising out of the willful misconduct or gross negligence of the County or Manager.
- **COMPLIANCE WITH REGULATORY MEASURES:** The Applicant shall comply with Los Angeles County Code Title 19 in addition to all statutes, ordinances, resolutions, Minimum Standards, Rules and Regulations of any applicable federal, state, or local governmental agency and the County of Los Angeles, and any and all directives concerning airport operations and safety issued by the County or Manager.

*If, at any time, the Applicant does not comply with all the terms and conditions of this Permit, the Permit shall be invalid and terminated.*

*The undersigned Applicant certifies that they agree to abide by all of the terms and conditions under which this request is being granted.*

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Applicant (sign and print name)	Title	Date
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**\*\*\* Contract Airport Manager Administration Use Only \*\*\***

*Documents provided to the Applicant:*

- |   |   |
|---|---|
| <input type="checkbox"/> Los Angeles County Code Title 19 | <input type="checkbox"/> FAA Advisory Circular 150/5230-4           |
| <input type="checkbox"/> Minimum Standards                | <input type="checkbox"/> Airport Layout Map                         |
| <input type="checkbox"/> NFPA Document 407                | <input type="checkbox"/> Receipt for Payment of Fees and/or Charges |

*Attached copies of applicable documents:*

- |   |   |
|---|---|
| <input type="checkbox"/> Lease Agreement                    | <input type="checkbox"/> Verification of Incorporation (if business)  |
| <input type="checkbox"/> Sublease Agreement                 | <input type="checkbox"/> Business/Privilege Tax License (if business) |
| <input type="checkbox"/> FAA Certificate(s) (if applicable) | <input type="checkbox"/> Certificate(s) of Insurance                  |

COMMENTS BY CONTRACT AIRPORT MANAGER:

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- Permit valid for one year from the date of approval.
- Permit valid from \_\_\_\_\_ to \_\_\_\_\_.

Permit approved by: \_\_\_\_\_  
\_\_\_\_\_, Airport Manager Date