

# **RIO VISTA MUNICIPAL AIRPORT**

---

## **MINIMUM STANDARDS FOR COMMERCIAL ACTIVITIES AND AIRPORT TENANTS**

November 2010

Adopted by Resolution 2010-110

On October 7, 2010

## TABLE OF CONTENTS

INTRODUCTION .....	1
1. DEFINITIONS.....	4
2. GENERAL REQUIREMENTS APPLICABLE TO ALL OPERATORS .....	8
2.1 Agreement.....	8
2.2 Fees and Charges .....	8
2.3 Leased Premises:.....	8
2.4 Through-The-Fence Operation .....	9
2.5 Site Development.....	9
2.6 Products and Services .....	9
2.7 Licenses, Permits, and Certifications.....	9
2.8 Personnel.....	9
2.9 Payment of Rents and Fees .....	9
2.10 Laws, Rules, and Regulations.....	10
2.11 Insurance Requirements.....	10
2.12 Assignments, Subletting, and Encumbrances .....	10
2.13 Taxes.....	10
2.14 Signage.....	10
2.15 Environmental Compliance .....	10
2.16 Safety of Others .....	11
2.17 Hours of Operation .....	11
2.18 Restrictions on Self-Service.....	11
2.19 Inspections .....	11
2.20 Airspace Protection.....	11
2.21 Maintenance of Leased Premises.....	11
2.22 Utilities.....	11
2.23 Outside Storage.....	11
2.24 City’s Right to Improve Airport .....	12
2.25 City’s Right to Maintain Airport and Control Activities .....	12
3. GENERAL STANDARDS FOR DEVELOPMENT.....	13
4. MINIMUM STANDARDS GUIDELINES APPLICABLE TO SPECIFIC ACTIVITIES .....	18
4.1. GENERAL FIXED BASE OPERATORS, SPECIALIZED AVIATION SERVICE OPERATORS (SASO), OR INDEPENDENT OPERATORS.....	18
4.2. FULL SERVICE FIXED BASE OPERATOR.....	18
4.3. NONCOMMERCIAL AIRCRAFT FUELS AND OIL DISPENSING .....	22
4.4. AERIAL APPLICATIONS .....	23
4.5. AVIATION TENANT NOT-FOR-PROFIT ORGANIZATION AND CORPORATE OR GOVERNMENT TENANT.....	24
4.6. FLIGHT INSTRUCTION AND GROUND TRAINING.....	24
4.7. AIRCRAFT SALES.....	25
4.8. AIRCRAFT MAINTENANCE AND REPAIR.....	25
4.9. AIRCRAFT RENTAL .....	25

4.10. AIRCRAFT CHARTER AND SCHEDULED CHARTER.....	26
4.11. RADIO AND ELECTRONICS SALES AND SERVICE.....	26

**MINIMUM STANDARDS FOR COMMERCIAL ACTIVITIES AND AIRPORT  
TENANTS AT THE RIO VISTA MUNICIPAL AIRPORT, RIO VISTA, CALIFORNIA**

**INTRODUCTION**

The Rio Vista Municipal Airport is located in the incorporated area of the City of Rio Vista within Solano County, California at 3000 Baumann Road at the intersection of Baumann & Airport Roads. The airport is owned and operated by the City of Rio Vista.

The following minimum standards and requirements for commercial aeronautical and non-aeronautical activities have been established in the public interest to ensure the safe and efficient operation of the airport; to enhance its orderly growth; to preclude the granting of an exclusive right to conduct an aeronautical activity in violation of applicable federal, state, and local laws; and to assure the availability of airport property on fair and reasonable terms, without unjust discrimination, to all individuals or entities desiring to lease airport property or operate a commercial enterprise on the airport.

The City is obligated by the terms of its grant agreements and assurances executed with the Federal Government when funding was provided for the airport to impose certain requirements and restrictions in every lease of airport property to ensure that it remains in compliance with Federal Aviation Administration (FAA) regulations.

Periodic reviews of these minimum standards will ensure that they continue to be reasonable as the public's demand for general aviation products and services changes.

**STATEMENT OF POLICY**

The City of Rio Vista intends to operate, manage, plan, finance, and develop the airport for its long-term financial health and safety in a manner consistent with accepted airport practices and applicable federal, state, and local policies and regulations.

Accordingly, all applicants who perform commercial aeronautical activities at the airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if applicable) to occupy available airport facilities. Applicants shall also have the opportunity to provide appropriate aeronautical activities subject to these minimum standards as established by the City Council of the City of Rio Vista (airport sponsor).

However, the granting of rights and privileges to individuals and businesses to engage in aeronautical activities shall not be construed in any manner as affording any operator any *exclusive right* for use of the premises and/or facilities at the airport, other than those premises which may be leased exclusively to any operator, and then only to the extent provided in a written lease and/or permit in compliance with applicable laws.

While the Airport Manager has the authority to manage the airport (including the authority to interpret, administer, and enforce airport agreements and airport owner policies and the authority to permit temporary, short-term occupancy of the airport), the *ultimate authority* to grant the occupancy and use of airport real estate or permits allowing for the conduct of commercial aeronautical activities, and to approve, amend, or supplement all leases and permits is expressly reserved to the City Council of the City of Rio Vista (airport sponsor).

Operations at Rio Vista Municipal Airport are governed by provisions of the Rio Vista Municipal Code, the Airport Rules and Regulations and these Minimum Standards adopted by resolution of the City Council.

Many types of aeronautical activities may exist that are too varied to reasonably permit the establishment of specific minimum standards for each. When specific aeronautical activities that are proposed for conduct on the airport do not fall within the documented categories, minimum standards can be developed on a case-by-case basis, taking into consideration the desires of the applicant and the airport and the public demand for such service. Often, a simple permit process can be utilized to authorize such activities.

#### ***Specialized Aviation Service Operation (SASO)***

The Rio Vista City Council recognizes that when specialized aviation service operations (SASOs), sometimes known as single service operators or special fixed base operators, apply to do business on the airport, difficulties can arise if the SASOs are required to comply with all provisions of published minimum standards. Accordingly, the Airport Manager may develop reasonable, relevant, and applicable standards for each type and class of service and present them to the City Council for approval. Examples of these specialized services may include flight training, airframe and powerplant repair and maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services or other specialized commercial flight support businesses.

#### ***Conflicts with Existing Agreements or Federal Law***

These minimum standards are not retroactive. They do not affect the current term of any written agreement properly executed prior to the date of adoption and approval of these same minimum standards. However, any existing agreements having language conflicting with current federal, state, or local laws should be revised, within legal parameters, to comply with current statutes. Upon expiration of an existing agreement, or if the operator desires to materially increase or expand its activities, the operator shall then comply with the provisions of the minimum standards at the time of lease renewal or material increase in business activities. A requirement under these minimum standards or an agreement that an operator comply with applicable local or state law does not create an opportunity or right for an airport sponsor to enact or enforce a local ordinance which is preempted under federal law. This includes any attempt to regulate land use, airspace, or the conduct of flight operations.

These minimum standards may be supplemented, amended, or modified from time to time and in such manner and to such extent as is deemed reasonable and appropriate by resolution of the City Council of the City of Rio Vista (airport owner/operator).

## 1. DEFINITIONS

For the purpose of this document, the following definitions apply:

**Aeronautical Activity** and/or **Aeronautical Service:** Any activity or service conducted on the airport which involves, makes possible or is required for the operation of aircraft or that contributes to or is required for the safety of these activities or services and that include, but are not limited to:

- Charter operations
- Pilot training
- Aircraft rental
- Aerial photography
- Crop dusting
- Sale of aviation petroleum products
- Air carrier operations
- Aircraft sales, and service incidental to the sales
- Repair and maintenance of Aircraft
- Sale of aircraft parts and accessories
- Sale of aircrew and airman aviation supplies and apparel
- Any other activity that has a direct relationship to the operation of aircraft.

**Agreement or Lease:** A contract executed between the City and an entity who is granted a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The agreement or lease must be in writing, executed by both parties, and enforceable by law.

**Aircraft:** Any and all contrivances now and hereinafter used for navigation or flight in air or space, including but not limited to, airplanes, airships, dirigibles, free balloons, helicopters, gyroplanes, gliders, ultralights, amphibians, and seaplanes.

**Aircraft Maintenance:** The repair, maintenance, adjustment, or inspection of aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in Part 43 of the Federal Aviation Regulations (FARs). Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, adjustment, or repair of aircraft and their accessories.

**Aircraft Owner:** The registered or legal owner of an aircraft according to the records of the Federal Aviation Administration.

**Airman:** An individual who engages, as the person in command or as pilot, mechanic, or member of the crew, in the operation of aircraft, or an individual who is directly in charge of the inspection, maintenance, overhauling, or repair of aircraft, aircraft powerplants, propellers, or associated accessories.

**Airport:** The Rio Vista Municipal Airport (Jack Baumann Field)

**Airport Layout Plan:** The approved layout of the City's airport property, indicating current and proposed usage for each identifiable segment, as approved by the City and amended from time to time.

**Airport Manager:** The City-appointed manager of the airport or his/her duly authorized representative for airport/airfield management functions and activities.

**Airport Operations Area (AOA):** That portion of the airport designated and used for landing, taking off, or surface maneuvering of aircraft.

**Airport Sponsor:** A local municipal, county, or state government body or a private entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments. A sponsor may be an entity that exists only to operate the airport, such as an airport authority established by state or local law. For the purposes of this document, the terms airport sponsor and airport owner are used interchangeably.

**Apron:** A paved area designated for aircraft parking, loading and unloading passengers and cargo, and refueling.

**Assurance:** A provision contained in a federal grant agreement to which the recipient of federal airport development assistance has voluntarily agreed in consideration for the assistance provided.

**Aviation-Related Activity:** Any activity conducted on airport property that provides service or support to aircraft passengers or air cargo. The following are examples of aviation-related activities as opposed to aeronautical activities:

- Ground transportation
- Restaurants
- Auto parking lots
- Concessions
- Any other service or support activities that can appropriately be called aviation-related.

**Aviation Tenant:** Any person, firm, or corporation leasing or occupying property at the airport for aeronautical purposes who is not an operator. An aviation tenant may hangar or tie down its aircraft on its leased property subject to these provisions, but may not enter into any commercial activities or provide any services for hire or compensation of any kind.

**Based Aircraft:** Any aircraft that uses the airport for other than occasional transient purposes and is assigned a parking space, tiedown, or hangar space at the airport, whether or not such assignment is made under written agreement with the City of Rio Vista.

**City or City of Rio Vista:** The owner, operator, and sponsor of the Rio Vista Municipal Airport (Jack Baumann Field). The City Council, through the City Manager and/or Airport Manager, is responsible for the management of the airport. The City, as that term is used in this document, refers to the City of Rio Vista solely in its proprietary capacity as the airport owner and not in any other governmental capacity unless so stated.



**Commercial Activity:** Any transfer of goods, operation, or service performed for any compensation or consideration.

**Commercial Aeronautical Activity:** Any aeronautical activity intended to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished.

**Commercial Operator:** Any entity involved in a commercial activity.

**Commercial Operator's Permit:** The authorization from the Airport Manager, City Manager, and City Council to be a commercial operator to engage in or conduct commercial activity.

**Entity:** A person, persons, firm, partnership, limited liability company, corporation, unincorporated proprietorship, trust association, organization or group.

**Equipment:** All personal property and machinery together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.

**Exclusive Right:** A power, privilege, or right that excludes another entity from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means.

**FAA:** Federal Aviation Administration

**FAR:** Federal Aviation Regulation

**Federal Airport Obligations:** All references to federal grant programs, federal airport development assistance, or federal aid intended to address contractual commitments arising from the conveyance of land or from grant agreements.

**Fixed Base Operator (FBO):** An entity authorized by issuance of a commercial operator's permit to provide aeronautical activities, services or products at the airport for compensation or hire.

Examples of such activity are:

- Sale of aviation fuel and oil
- Tie-down, hangaring, and parking
- Aircraft maintenance
- Aircraft washing
- Ancillary aircraft ground services
- Flight instruction

**Full Service FBO:** A business that provides aircraft refueling service, as well as other services such as aircraft maintenance, flight instruction, air charter, and the parking and hangaring of aircraft.

**Grant Agreement:** An agreement made between an airport sponsor and the FAA, acting on behalf of the United States government, for the grant of federal funding or a conveyance of land, either of which the airport sponsor agrees to use for airport purposes.

**Improvements:** All buildings, structures, and facilities. Improvements may include pavement, fencing, signs, and landscaping that is constructed; installed; or placed on, under, or above any leased area.

**Lease:** See definition under “Agreement or Lease.”

**Licensee:** Any entity leasing or using, with the permission of the City, any land or facility at the airport with the express permission of the City.

**Minimum Standards:** The criteria established by an airport owner as the minimum requirements that must be met by businesses in order to engage in providing on-airport aeronautical activities or services.

**NFPA:** National Fire Protection Association.

**Noncommercial Aviation Fuel Dispensing Permit:** The authorization from the Airport Manager for an aviation tenant that meets all the conditions and requirements for the permit contained in these minimum standards to engage in self fueling on the airport.

**Not-For-Profit Aviation Organization:** An entity that is not-for-profit under either state or federal law, including but not limited to, aviation museums, accredited aeronautical education programs, civil air patrol units operating aircraft, military units with aeronautical missions, police and fire units operating aircraft.

**NOTAM:** Notice To Airmen

**Operator:** An entity doing business on the airport, both commercial and non-commercial.

**Person:** Any individual, firm, partnership, company, corporation, association, joint stock association, public agency, and includes any trustee, receiver, assignee or other similar representative.

**Rules and Regulations:** The provisions of these Minimum Standards and Rio Vista Municipal Code and other regulations prescribed by resolution of the City Council.

**Through-The-Fence Operation:** A commercial or non-commercial activity that is directly related to the use of the airport but is developed or located on property adjacent to the airport and permitted or licensed by the City to operate on the airport.

**UNICOM:** Universal Communication frequency licensed by the Federal Communications Commission for use at an airport.

## 2. GENERAL REQUIREMENTS APPLICABLE TO ALL OPERATORS

The following minimum standards apply to all persons operating businesses at the airport, regardless of the types of services provided.

**2.1 Agreement:** No entity shall conduct commercial activity on the airport unless a valid agreement (lease, license, or permit) authorizing such activity has been entered into by the entity and the City. The agreement will have a maximum initial term of 20 years. At the request of the service provider, the City may provide for optional extensions of the agreement under agreed-upon terms and conditions. The agreement will present the terms and conditions under which the activity will be conducted at the airport, including but not limited to: term of the agreement; rentals, fees, and charges; and the rights and obligations of the respective parties.

All leases and contracts between lessees, permittees, and licensees and the City shall be subordinate to the provisions of any existing or future agreement between the City and the Federal Government of the United States, FAA, State, or County relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport properties.

All leases, licenses and permits shall incorporate by reference the applicable requirements imposed by the FAA in any agreements that may exist or that in the future may be entered into.

**2.2 Fees and Charges:** The operator shall pay the fees and charges negotiated with the City for the applicable activities. Information relative to fees and charges applicable to the activity described will be made available to the prospective operator by the Airport Manager.

**2.3 Leased Premises:** [Note: Under the terms and conditions applied to specialized aviation service operations (SASO), a ground rental lease may not be required. For all others, the following lease guidelines apply.]

2.3.1 The operator shall lease, sublease, or construct sufficient ground space, facilities, and accommodations for the proposed aeronautical activity. When more than one activity is proposed or when the operator will be conducting activities from an FBO leasehold as an approved sublessee, the minimum lease terms may vary depending on the nature of each activity.

2.3.2 The operator must provide a full description and conceptual drawing [if required] of the location of the ground space, facilities, and accommodations to be utilized for the operator's proposed aeronautical activity.

2.3.3 The operator must also provide a schedule of development and identify the location of aircraft parking and staging areas, general aviation customer lounges, vehicle parking, and restrooms. The ground space shall include an appropriate aircraft parking apron with tie down and/or hangar facilities sufficient to accommodate the current aeronautical activity and the types

of general aviation aircraft frequenting the airport. Ground space shall also accommodate paved roadways and vehicle parking facilities which do not enter the Airport Operations Area.

2.3.4 The facilities and floor space allotments shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. General aviation user accommodations shall include telephones for customer use, restrooms, and sufficient on-site customer vehicle parking spaces.

**2.4 Through-The-Fence Operation:** Access for “Through the Fence” commercial or non-commercial aeronautical activities will be assessed on a case-by-case basis. In all such cases, authorization for such access will consider any applicable federal regulation with which the airport must comply, the provisions of the Rio Vista Municipal Code regarding such operation, and FAA approval. The City shall contact the FAA early during the request process when considering such an operation, to avoid unnecessary time and effort on a project having little chance of acceptance by FAA.

**2.5 Site Development:** Detailed development plans must be submitted to the City through the Airport Manager’s office with a copy to the Community Development Department. All construction plans must be submitted for approval prior to modification or construction of any building, hangar, or other aeronautical facility on the leased premises. Operators must maintain the leased premises in a neat and orderly condition and provide the necessary personnel to perform day to day operational duties and maintenance upon the facilities.

**2.6 Products and Services:** Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the airport. These products and services shall be provided at fair, reasonable, and non-discriminatory prices. If lawful, reasonable and non-discriminatory discounts and other similar types of price reductions may be extended to like purchasers and users.

**2.7 Licenses, Permits, and Certifications:** The operator shall obtain and comply with all necessary licenses and permits for the conduct of anticipated activities at the airport required by the City or any other duly authorized governmental agency having jurisdiction. The operator shall not engage in any activities at the airport prior to obtaining any certification required by the FAA.

**2.8 Personnel:** The operator shall have in its employ, and on duty during defined operating hours, trained personnel in such numbers as are required to meet the minimum standards herein. The operator shall also provide an employee in the office to supervise the operations on the leased premises. This employee must be able to address the service and product needs of aircraft owners and pilots. Such person shall be authorized to represent and act for, and on behalf of, the operator during all business hours. All personnel are required to hold appropriate FAA certificates and ratings, as applicable.

**2.9 Payment of Rents and Fees:** No entity shall be permitted to engage in commercial aeronautical activities unless said entity is current in the payment of all rents, fees, or other sums accruing to the airport under any and all agreements.

**2.10 Laws, Rules, and Regulations:** Any provider of commercial aeronautical activities and services at the airport, and its officers, agents, and employees, shall engage in those activities only in accordance with all applicable laws, rules, and regulations of the federal government, the state of California, and all other governmental bodies having jurisdiction, including the regulations of the FAA, the U.S. Department of Transportation, and the City. Each such operator shall be responsible for the actions of its officers, agents, and employees.

**2.11 Insurance Requirements:** The following insurance requirements apply, provided that such coverage is available, to those operators who provide a service on airport property: Dollar amounts of coverage will be specified by the City.

- **Comprehensive general liability insurance**, including, if applicable, products, completed operations, and hangar keepers' liability.
- **Aircraft liability insurance**, if applicable. For flight training and rental activities, the operator will be required to notify the customer as to whether or not any of the operator's insurance coverage applies to the customer while using the operator's aircraft.
- **Workers compensation insurance**, if applicable.
- **Ground vehicle liability insurance**, if applicable.

Prior to using the airport property the operator will provide the City with (a) certificate(s) of insurance identifying the policies described above. The certificate(s) will include a provision that gives the Airport Manager 30 days' prior written notice of any modification to or cancellation of the insurance policy. The City will require being identified as an additional insured on the operator's policy and will also require indemnification/hold harmless provisions. These requirements will be addressed in the lease agreement. The operator must provide the City a Certificate of Insurance annually or upon request or upon any changes in the policies.

**2.12 Assignments, Subletting, and Encumbrances:** All assignments, subletting, and encumbrances of agreements between an authorized operator and another entity must be addressed in individual agreements/leases entered into by the City and the operator.

**2.13 Taxes:** The operator shall, at its sole cost and expense, pay any and all taxes, which now or in the future may be assessed against the leasehold land, improvements thereto, personal property used in its operation, or otherwise assessed upon its operations.

**2.14 Signage:** The operator shall not erect, maintain, or display any sign on the leased premises or elsewhere on the airport unless the operator first obtains the prior consent of the Airport Manager and/or it has been addressed in the agreement/lease. All signage must meet the City's requirements and must be removed when the operator discontinues business activity on the airport.

**2.15 Environmental Compliance:** All operators who dispense fuel, store fuel, and perform aircraft maintenance shall strictly comply with all federal, state, and local laws, rules, and regulations concerning the handling, use, and storage of fuel, oil, solvents, chemicals, and other hazardous materials. Operators will first obtain approval from the Airport Manager before engaging in, or permitting on the leased premises, the stripping and/or painting of aircraft or any other vehicles.

**2.16 Safety of Others:** All aeronautical activities at the airport shall at all times be conducted with due consideration to the safety of all airport users, other persons, and property located at or about the airport.

**2.17 Hours of Operation:** Operators providing fueling, customer services, and ancillary services shall be available to the public for a predetermined number of hours per day, seven days per week.

**2.18 Restrictions on Self-Service:** In accordance with FAA policy, the airport owner/operator may not exercise any right or privilege that would have the effect of preventing the operator of any aircraft utilizing the airport from performing services on his or her own aircraft with his or her own employees and equipment. Aircraft owners are entitled to use the landing area of the airport and may tie-down, adjust, repair, refuel, clean, and otherwise service their own aircraft, provided the service is in compliance with Federal Aviation Regulations and is performed by the aircraft owner or his employees. Any unreasonable restrictions imposed on owners or operators of aircraft by airport commercial operators will be construed as a violation of airport policy.

**2.19 Inspections:** To the extent necessary to protect the rights and interest of the City or to ascertain compliance with these standards and airport rules and regulations, the City or its authorized representative shall have the right to inspect, during reasonable hours, all aircraft, equipment, structures, premises, facilities, and improvements on the airport.

**2.20 Airspace Protection:** The City reserves the right to take any actions it considers necessary to protect the aerial approaches to the airport against obstructions, including preventing any tenant from erecting or permitting any building, sign, or any other structure to be erected on the airport which in the opinion of the City would limit the usefulness of the airport or constitute a hazard to aircraft or aeronautical activity.

**2.21 Maintenance of Leased Premises:** Operators are responsible for removing all garbage, debris, and other waste material (solid or liquid) arising out of operator's occupancy of the premises or its operations. The operators must maintain their leased premises, including all landscaping and painted surfaces, in a neat and orderly manner. Any garbage, debris, or waste that may be temporarily stored in the open must be kept in suitable garbage or waste receptacles equipped with tight fitting covers and locked to prevent misuse. Operators, employees, subtenants, or customers must not keep unlicensed or inoperable vehicles on any portion of the airport. However, operable but unlicensed vehicles that are necessary as a part of the operator's aviation related commercial enterprise (such as fuel trucks, golf carts, water tenders, lugs, etc.) will be permitted to remain on the airport and must display the appropriate permit sticker(s) if issued for that vehicle by the City.

**2.22 Utilities:** The operator's obligation to pay for utilities, such as electricity, gas, water and sewer, will be specified in the lease agreement.

**2.23 Outside Storage:** An operator must not store, or permit to be stored, any equipment, containers, or materials outside on leased or un-leased premises without written permission from the

Airport Manager. If the operator has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, jigs, barrels, containers, aviation service vehicles, or other unattractive items, the operator must enclose the area with a screen or fence that will hide the area from public view and maintain an attractive exterior view.

**2.24 City's Right to Improve Airport:** The City reserves the right, in a reasonable and nondiscriminatory manner, to further develop or improve the airport as it sees fit, regardless of the desires or views of operator or tenant and without undue interference or hindrance.

**2.25 City's Right to Maintain Airport and Control Activities:** The City shall have the right to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of airport operations in this regard.

### 3. GENERAL STANDARDS FOR DEVELOPMENT

The General Requirements above must be continuously met and in addition, the following standards must be applied to proposed development at the Rio Vista Municipal Airport:

- 3.1. All operators desiring to conduct any aeronautical activities or services, or tenants engaged in commercial activities or services for profit or commercial gain on or from the airport, must obtain a commercial operator's permit from the City and pay any appropriate fees before engaging in commercial activity on the airport.
- 3.2. All operators and tenants agree to protect the general public, the customers or clients, and the City from all lawful damages, claims, or liability. All operators must carry comprehensive general liability insurance coverage with a company authorized to do business in the State of California and within limits set in these standards. Coverage must be evidenced by a certificate of insurance filed originally and annually in January with and approved by the Airport Manager and Finance Department, and the insurance policy or policies must specifically name the City, its officers, agents, and employees as additional insureds. The City may revise the insurance requirements, and make necessary changes with notification.
- 3.3. Any entity proposing to become an operator, expand operations into another category, or engage in commercial activity must submit an application to the Airport Manager for City approval with the following information:
  - 3.3.1. A brief description of the nature of the business and the services to be offered;
  - 3.3.2. The signatures of all the parties owning an interest of the business, or the person authorized by the legal entity to sign on behalf of the business, and the manager of the business;
  - 3.3.3. A current financial statement (Pro Forma Statements for the proposed activity or operation if a new business) prepared by a Certified Public Accountant (CPA) and a current credit report on the business or entity proposing a new business.;
  - 3.3.4. A statement identifying the amount of land or building space desired to be leased on the airport or the amount of land, location, and term of sub-lease, and number and location of automobile parking and tie down spaces or hangars;
  - 3.3.5. A list of assets owned, leased or proposed for operation at the airport by the business including approximate number of aircraft that will be used in the proposed commercial operation;
  - 3.3.6. Approximate number of employees;
  - 3.3.7. A copy of all licenses required for the provided service; (FAA or other)
  - 3.3.8. Preliminary plans for any space or facility improvements proposed for the business. Application for building permits, if needed, will also be required to be submitted to the City.
- 3.4. The application must be reviewed and acted on by the Airport Manager within 90 days from the date it was received. A full-service fixed base operator application must be approved by



the Rio Vista Airport Advisory Commission for recommendation to the City Council for final determination. Approval of permits will be determined on a strictly non-discriminatory basis and will be based on the application of these standards. The approval of an application that meets the requirements of these minimum standards will be in the form of a commercial operator's permit. A denial of an application by the Airport Manager will be in writing, specifying the reasons for denial. Applications may be denied for any of the following reasons:

3.4.1. Failure to meet these minimum standards.

3.4.2. The operation will be a safety hazard on the airport.

3.4.3. There is no appropriate or available space for applicant's entire activity.

3.4.4. The operation does not comply with the approved Airport Layout Plan.

3.4.5. The aircraft to be used are not suitable aircraft category for the airport, e.g. require upgrade of the airport navigational aids or pavements.

3.4.6. The operation will interfere with existing airport tenants. This will be weighed so as not to give existing tenants Exclusive Rights in consideration of FAA Advisory Circular, AC no. 150/5190-7, as amended or superseded.

3.4.7. Misrepresentation of material fact on application.

3.4.8. The applicant has a history of violating FAA regulations or airport rules and regulations at Rio Vista Municipal Airport and/or other airports.

3.4.9. The Airport Manager has sufficient information that the applicant is not sufficiently credit worthy and responsible as a business.

3.4.10. The applicant has committed any crime or violated any Rio Vista Municipal Code section which adversely reflects on its ability to conduct the operation applied for.

3.5. An operator or airport tenant will not be permitted to engage in any business or activity on the airport other than that authorized by the appropriate permit. Any operator desiring to extend its operation into a different category must first apply in writing to the Airport Manager for permission to do so. The Airport Manager shall grant or deny the request based on the application of these standards within a 90 day period unless more time is needed due to requirement for authorization by a city commission and/or City Council.

3.6. All construction required of operators, aviation tenants, or other tenants on the airport must meet the design, construction, and setback standards required or established by the Rio Vista Municipal Code and any other entity or agency having jurisdiction over the airport for the facility or activity involved.

3.7. The rates and charges for operator leases and commercial operator's permits are determined by the City Council and set in the applicable master fee schedule adopted by resolution. If a particular charge is not addressed in the master fee schedule, the fee shall be agreed upon by the prospective tenant, the Airport Manager and City Manager and then adopted by the City Council. All rates, charges, terms, and conditions applied to operators must be equally and fairly applied to all similar operators. There shall be no exclusive rights granted. The City

Council with a recommendation from the City Manager has the option to increase rates and charges or revise terms and conditions, provided that increases and revisions are noticed and applied equally and fairly to all subsequent operators. Individual operators are responsible for setting the rates that are charged to their customers for their services. These rates must be non-discriminatory in accordance with the provisions of Title VI of the Civil Rights Act of 1964.

- 3.8. All operators and other tenants on the airport must pay for all utilities, including gas, electric, and telephone, water, sewer and garbage collection charges, and charges for all other utilities and services used in connection with the operator's leased premises.
- 3.9. All contracts, leases, subleases, assignments or other agreements between operators or airport tenants and the City are subordinate to the provisions of any existing or future agreements between the City and the County, the State of California, and the Federal Government of the United States.
- 3.10. If an operator sublets or assigns any portion of its lease, the sub lessee or assignee must agree to assume the full obligations of the lease, including sponsor assurances, and must agree to fully cooperate with the City in complying with these Minimum Standards. The operator shall remain responsible to the City for sub lessee's compliance. The City shall be notified and assured of any sublease that it meets these Minimum Standards and the City shall have 30 days to review and consider the request for a subleasee.
- 3.11. All tenants have the right to use common areas and facilities of the airport, including runways, common taxiways, common aprons, common roadways, common lights, common signals, and other public conveniences for the approved operation of their respective activities. All construction required of and performed by the tenant, unless specifically excluded in the lease agreement, will be paid for solely by the tenant with no reimbursement from the City. Any roadway or taxiway constructed by tenant or City on land not included in tenant's leasehold automatically becomes a common area. Ramps, roads, and taxiways constructed on tenant's leasehold will remain in control of the tenant, with reasonable access granted to the City and other governmental agencies for maintenance and other requirements.
- 3.12. The operator has the right to conduct commercial aeronautical or commercial or non-profit activities provided for in its permit or lease and to offer those services to the public provided the operator agrees:
  - 3.12.1. To furnish services on a fair, equal and not unjustly discriminatory basis to all users and
  - 3.12.2. To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions to volume purchasers.
- 3.13. The operator for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration, does covenant and agree that:
  - 3.13.1. No person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to

discrimination in the use of the facilities in accordance with the provisions of Title VI of the Civil Rights Act of 1964.

3.13.2. That in the construction of any improvements on, over, or under land and the furnishing of services, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.

3.13.3. That the operator shall use the premises in compliance with all other requirements imposed by or pursuant to applicable federal, state, and local laws and regulations.

3.14. The operator assures that it will undertake an affirmative action program if required by applicable federal laws and regulations to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by said laws and regulations. The operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the law. The operator assures that it will require that its covered sub organizations provide assurances to the operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, if required by applicable federal laws and regulations, to the same effect.

3.15. In the event of breach of any of the preceding nondiscrimination covenants, the Airport Manager shall have the right to terminate the license, lease, permit, and/or other agreement with the operator, and to reenter and repossess the land and facilities, and to hold the same as if that lease or other contract had never been made or issued.

3.16. During the time of war or national emergency, the City shall have the right to lease the landing area or any part to the United States Government for military use, Homeland Security use, or disaster response and recovery, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

3.17. No right or privilege has been granted which would prevent any person, firm, or business entity operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair permitted by Federal Aviation Regulations) that it may choose to perform.

3.18. Any permit granted or agreement made under these minimum standards shall be in compliance with Rio Vista Municipal Code, these minimum standards, the airport rules and regulations, and the master fee schedule. Further, all parties will agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by the permit or agreement to be used for any unlawful or improper purpose.

3.19. The City Council may provide for use charges and fees to be paid by those using, occupying, or conducting operations at the airport. These charges may be based upon square footage, receipts, or upon another reasonable basis, to be established by the master fee schedule. Operator agrees to pay to City all charges as they become due and owing under any of the

standards or regulations in effect now or in the future. Any use charges enacted will be nondiscriminatory.

- 3.20. The City Manager may, on account of the breach of any of these provisions, including the standards and regulations incorporated by reference, terminate a permit, lease or agreement and eject the party in violation in accordance with the provisions of the permit or lease or agreement. Details concerning insolvency, notice, and other matters concerning the operator's default will be made a part of a particular lease or permit.
- 3.21. Any lease or agreement may not be assigned, in whole or in part, nor may the premises described therein be subleased, in whole or in part, without the prior written consent of the City Manager. Such consent will not be unreasonably withheld.
- 3.22. All operators will comply with all provisions in these minimum standards for development. In the event of noncompliance, a written notice describing the condition will be issued by the Airport Manager. If corrective actions are not taken by the operator within ten (10) days after the written notice, the Airport Manager has the right to enter upon the leased premises to perform the necessary corrective action, at operator's sole expense. In the event that City performs corrective actions on the operator's behalf, the operator shall within 15 days of notice of the amount reimburse the City for the work plus an administrative fee established by the Finance Department.
- 3.23. Ownership of leasehold improvements made by the operator will revert to the City according to terms specified in the lease agreement.
- 3.24. Variances to these minimum standards are discouraged and are permitted only when approved. In the event an operator desires a variance, application for the variance must be provided to the Airport Manager in writing, and the application shall include all relevant information and justification. The Airport Manager will decide all minor variance applications within 45 days. Any major variances will be forwarded to the Rio Vista Airport Advisory Commission for review with a recommendation provided to the City Council for consideration. Variances will be granted on a fair and nondiscriminatory basis. Should the Airport Manger deny a variance application, the operator may appeal the variance decision to the City Manager and ultimately the City Council. A variance will not be granted that violates any federal, state, or local law.
- 3.25. The Federal Communications Commission (FCC) regulates and authorizes the use of UNICOM frequencies, and will not issue more than one ground station license at any one airport.

#### **4. MINIMUM STANDARDS GUIDELINES APPLICABLE TO SPECIFIC ACTIVITIES**

The following guidelines are offered as a checklist for prospective commercial operators and City personnel. Exact details of any agreement between the City and a commercial operator will be determined by the parties executing the agreement, and some of the suggested requirements may be omitted or modified at the discretion of the parties.

The following categories are meant to describe types of commercial activity, but are not all-inclusive. Others may be considered and minimum standards from this document will apply. Insurance requirements will be typical for similar businesses and according to recommendation by the City's insurer.

##### **4.1. GENERAL FIXED BASE OPERATORS, SPECIALIZED AVIATION SERVICE OPERATORS (SASO), OR INDEPENDENT OPERATORS**

Services may include, but are not limited to, the following:

- Aircraft sales
- Aircraft rental
- Aircraft maintenance, repair, painting, upholstery, and propeller repair
- Air taxi (charter) service, including sightseeing
- Avionics sales and repair
- Banner towing and aerial advertising
- Cargo transport
- Aerial applications, crop dusting
- Aerial photography or survey
- Fire fighting or fire patrol (nongovernmental)
- Flight training
- Power line or pipeline patrol
- Aircraft trailers, hangars, or tie downs
- Aircraft salvage
- Air evacuation and rescue service
- Any other aviation oriented commercial enterprise that does not include the sale of aviation petroleum products.

Special requirements for some of these individual activities are described below.

##### **4.2. FULL SERVICE FIXED BASE OPERATOR**

A full service fixed base operator is an operator who provides, commercial fuel sales, aircraft repair and maintenance, airframe and power plant repair and servicing, flight instruction, air taxi or charter services, and at least three other aviation oriented commercial enterprises, and has a commercial operator's permit for a full service fixed base operator.

4.2.1. SERVICES. Full service fixed base operators must lease or provide for transient and permanent tie down spaces for aircraft, aircraft maintenance, airframe and power plant repair and servicing, flight instruction, air taxi or charter services, commercial fuel sales, and at least three (3) services, including but not limited to the services on the following list:

1. Aircraft rental
2. Aircraft sales or brokering
3. Aircraft painting
4. Aircraft upholstery
5. Aircraft instrument sales or service
6. Aerial photography or survey
7. Avionics sales or service
8. Hangar rental
9. Propeller sales or service

The Airport Manager reserves the right to approve or deny the validity or necessity of each commercial service proposed by a full service fixed base operator and to not provide exclusive rights to a new or existing operator. A full service fixed base operator may contract out one of the commercial services it provides, if approved by the City Council through its Agreement with the City.

4.2.2. LAND. Full service fixed base operators must lease land directly from the City or sub-lease land for a minimum term of five (5) years to provide for buildings, apron area, auto parking, and an aircraft parking area. Parking requirements will be subject to Rio Vista Municipal Code and support the aircraft categories that the most recent Airport Master Plan outlines.

4.2.3. BUILDINGS. Full service fixed base operators must lease office and hangar space for a minimum term of five (5) years, or own or construct a office and hangar space on ground leased from the City with a minimum term of five (5) years, that is properly lighted, air conditioned and heated with floor space for public lounge, rest rooms and public use telephone.

4.2.4. PERSONNEL. Full service fixed base operators shall employ or contract for at least one properly trained person to be on duty during all operating hours. The operator must maintain an ongoing training program for the proper handling of fuel. This includes, but is not limited to, training for:

1. proper testing of fuel for contamination;
2. proper grounding procedures;
3. proper handling of different types of nozzles;
4. safety and emergency procedures;

5. fire response;
6. proper vehicle and radio operations (if fueling is to be done from a truck); and
7. emergency fuel spill procedures (the operator is required to have an approved fueling operations manual and an emergency fuel spill plan).

Note: The City's Fire Marshal and/or FAA may periodically inspect these functions and areas.

4.2.5. AIRCRAFT SERVICE EQUIPMENT. Full service fixed base operators should have in their possession aircraft starting equipment, towing equipment for the type of aircraft expected to be serviced, and necessary maintenance equipment for airframe and power plant repairs.

4.2.6. FUEL. Fuel sold must meet the designated FAA specifications for the type of fuel being provided and shall be supplied only to those aircraft that have been certified under the appropriate type certificate to use that fuel.

4.2.7. FUEL FACILITIES. Full service fixed base operator fuel dispensing equipment must be equipped with a certified meter and filter, and separate dispensing pumps, tanks, and meters for each type of fuel are required. The operator must install/lease and maintain fuel storage tanks with a capacity of at least 8,000 gallons for each type of fuel to be sold. Fuel trucks may be used in lieu of storage tanks until permanent facilities are obtained and as demand dictates. All fuel storage tanks must be placed on a leased site at the airport's fuel farm facility. A self service facility, including a tank, may be placed on a leased site on the ramp pursuant to a lease and a full service commercial operator's permit. Safety and environmental regulations and laws must be complied with for such locations. A fire response exercise will be conducted annually.

1. New fuel storage tanks must be a type approved by the supplier and FAA as recommended to the Airport Manager and approved by the City Council.
2. All construction, installation, or modifications of fuel tanks must conform to any requirements of the City and shall be undertaken in accordance with the Rio Vista Municipal Code and federal, state, and county codes, ordinances and regulations. A full service fixed base operator shall, at its sole cost and expense, obtain all necessary building permits, and all labor and material bonds.
3. A full service fixed base operator shall, at its sole cost and expense, maintain its leased portion of the airport fuel farm facility or self service facility, and all of its improvements. The operator must notify the Airport Manager of any damages caused by its employees, patrons, or its operation. Any such damage must be repaired by the operator in a manner approved by the Airport Manager.

4. If it becomes necessary to make physical modifications to the leased portion of the fuel farm facility or self service facility, the operator shall promptly make the changes and installations at its sole expense, subject to the approval of the Airport Manager and any governmental agency having jurisdiction. Upon written notice by the Airport Manager to the operator, the operator shall be required to perform whatever reasonable maintenance the Airport Manager deems necessary. If the maintenance is not undertaken by the operator within ten (10) days after written notice, the Airport Manager has the right to enter upon the leased premises to perform the necessary maintenance, at the operator's sole expense. In the event that City performs maintenance on the operator's behalf, the operator shall within 15 days of notice of the amount reimburse the City for the work plus 10 percent for administration.
  5. A full service fixed base operator may have mobile fuel dispensing equipment. Fuel dispensing equipment shall be properly maintained, operated, and equipped in accordance with all applicable federal, state, county and city recommendations, requirements, and regulations.
- 4.2.8. HOURS OF OPERATION. Self service fuel operations on the ramp must be open 24 hours a day, seven days a week. Fueling service by trucks, if offered, must be provided from 8:00 a.m. to sundown. 7 days a week. Winter hours may be modified or reduced upon written permission from the Airport Manager. On-call service may be required after hours. Maintenance, repair, and other services must be available during normal business hours and available on an on-call basis after hours.
  - 4.2.9. INSURANCE COVERAGE. In addition to the insurance requirements of Section 2 above, Petroleum Products Liability Coverage will be required.
  - 4.2.10. FIRE EXTINGUISHERS. A full service fixed base operator must have fire extinguishers readily available during all refueling or defueling as specified by the FAA and the City's Fire Department. Operator personnel will attend all appropriate training courses provided by and as required by the Fire Department, by the County, and/or by any other agency having jurisdiction over the airport.
  - 4.2.11. FUEL FILTERS. Adequate fuel filters and water traps shall be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks shall be established and followed.
  - 4.2.12. AIRCRAFT FUEL SERVICING. In all matters related to aircraft fueling safety and servicing, the provisions of the National Fire Protection Association (NFPA) manual on aircraft fuel servicing shall be used as the basis for all fueling operations at the airport.



### 4.3. NONCOMMERCIAL AIRCRAFT FUELS AND OIL DISPENSING

Operators engaged in noncommercial dispensing of aviation fuels and oil are required to obtain and comply with conditions of a permit for noncommercial fuel dispensing from the City. Permit holders are allowed to fuel only their own aircraft. Proof of aircraft ownership is required before issuance of noncommercial fuel dispensing permit. The following standards will apply.

4.3.1. PERSONNEL. A noncommercial fuel and oil dispensing operator must employ or contract for at least one properly trained person who is responsible for refueling operations. Such operators must maintain an ongoing training program for the proper handling of fuel including, but not limited to, training for:

1. Proper testing of fuel for contamination;
2. Proper grounding procedure;
3. Proper handling of different types of nozzles;
4. Safety and emergency procedures;
5. Fire response;
6. Proper vehicle and radio operations (if fueling is to be done from truck); and
7. Emergency fuel spill procedures. The operator will be required to have an approved fueling operations manual and an emergency fuel spill plan.

Note: The City's Fire Marshal and/or FAA may periodically inspect these functions and areas.

4.3.2. FUEL FACILITIES. All fuel dispensing equipment must be equipped with a certified meter and filter, and must have separate dispensing pumps, tanks, and meters for each type of fuel. The operator must install and maintain fuel storage tanks. Approved fuel trucks may be used in lieu of on-airport storage tanks; in this case the lease shall include the use and parking of a fuel truck. Land lease fees may pertain for parking fuel trucks. Fuel trucks will be provided the same security that is provided for above ground storage tanks.

1. The operator shall, at its sole cost and expense, maintain their leased portion of the airport fuel farm, and all of their improvements. The operator must notify the Airport Manager of any damages caused by its employees, patrons or its operation. Any such damage must be repaired by the operator in a manner approved by the Airport Manager.
2. If it becomes necessary to make physical modifications to the leased portion of the fuel farm, the operator shall promptly make changes and installations at its sole expense, subject to the approval of the Airport Manager and any other governmental agency having jurisdiction. Upon written notice by the Airport Manager the operator

shall be required to perform whatever reasonable maintenance the Airport Manager deems necessary. If the maintenance is not undertaken by the operator within ten (10) days after written notice, the Airport Manager has the right to enter upon leased premises to perform the necessary maintenance at the operator's sole expense. In the event that the City performs maintenance on the operator's behalf, the operator shall within 15 days of notice of the amount reimburse the City for the work plus an administrative fee established by the Finance Department.

- 4.3.3. FIRE EXTINGUISHERS - A noncommercial fuel dispensing operator must have fire extinguishers readily available during all refueling or defueling as specified by the Fire Department. Operator personnel will attend all appropriate training courses provided by and as required by the Fire Department.
- 4.3.4. FUEL FILTERS. Adequate fuel filters and water traps shall be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks shall be established and followed.
- 4.3.5. AIRCRAFT FUEL SERVICING. In all matters related to aircraft fueling safety and servicing, the provisions of the NFPA manual on aircraft fuel servicing shall be used as the basis for all fueling operations at the airport.

#### **4.4. AERIAL APPLICATIONS**

Aerial Applications operators must meet or exceed the following minimum requirements:

- 4.4.1. LAND AND BUILDINGS. An Aerial Applications operator must lease or sublease, an appropriate amount of land for buildings, aircraft parking or tie down spaces, and parking area for loading vehicles and equipment. In addition the leased site must have an approved storage area which has full containment for all possible spills. Non-based operators who desire to operate on the airport and use existing leased facilities for aerial application must also reach agreement with that lessee and notify the Airport Manager of such an agreement. Information regarding these agreements may be requested from lessee by the Airport Manager.
- 4.4.2. FACILITIES. The operator must have a contained, segregated chemical storage area. Operators are prohibited from washing any agricultural spraying aircraft or flushing any agriculture aircraft spray tanks at the airport. The operator is responsible for proper handling and for disposing of chemicals and empty chemical containers in accordance with all applicable federal, state, and local laws. Chemicals and empty chemical containers stored at the airport for more than 30 days will incur compounded penalty fees as adopted in the master fee schedule.
- 4.4.3. INSURANCE COVERAGE. All Aerial Application operators must have insurance coverage for General Liability premises, (Operation, and Chemical Damage) in the amount specified by the City.

4.4.4. SPRAYING OPERATIONS. Agricultural spraying operators shall conform to flight paths specified by the Airport Manager and provide a telephone number where contact can be made by the Airport Manager during spraying operations.

4.4.5. COUNTY RULES AND REGULATIONS: Agricultural spraying operators shall comply with the rules and regulations of the Solano County Agricultural Department.

#### **4.5. AVIATION TENANT NOT-FOR-PROFIT ORGANIZATION AND CORPORATE OR GOVERNMENT TENANT**

Due to the amount of variation in such operators, insurance, personnel, land, and building requirements will be determined on a case by case basis by the City and the prospective tenant.

#### **4.6. FLIGHT INSTRUCTION AND GROUND TRAINING**

An operator providing flight instruction and ground training must:

4.6.1. Provide an attractively appointed and furnished lounge and waiting room, adequate classroom space, instructional material (such as books, films, cutaway models, etc.), a flight planning room, and a bulletin board for current Notices to Airmen. The operator must ensure the availability of currently certified instructors for courses being taught.

4.6.2. Ensure that currently airworthy, licensed aircraft are available for types of flight ratings being offered. Secure and maintain FAA Certificate(s) in accordance with Federal Aviation Regulations, as appropriate.

4.6.3. Provide the following:

- FAA and State certifications where applicable;
- Classroom with adequate capacity if ground school is provided;
- On-airport office space and telephone;
- Business hours at least eight (8) hours per day, five (5) days per week;
- Minimum of one owned or leased aircraft on-airport;
- Minimum of one full-time or equivalent instructor with ratings necessary to provide required instruction offerings;
- Parking (for customer & employee vehicles) available consistent with City guidelines; and
- Compliance with Homeland Security guidelines.

#### **4.7. AIRCRAFT SALES**

Operators engaged in aircraft sales must have available on staff, FAA certificated pilots, properly rated, to demonstrate all types and sizes of aircraft being sold and qualified to demonstrate all installed equipment in the aircraft for sale. In addition, have on staff, or available by contract, such facilities and personnel as may be necessary to provide warranty work and to ensure that the aircraft being sold are fully certificated and licensed for flight according to FAA procedures and standards. Further requirements are on-airport office space, certificates and licenses as required by other governmental agencies, and business hours at least eight (8) hours per day, five (5) days per week..

Aircraft owners selling their own airplane are exempt from these requirements.

#### **4.8. AIRCRAFT MAINTENANCE AND REPAIR**

An operator offering aircraft maintenance and repair must:

- 4.8.1. Provide adequate hangar, shop and storage space for the types of maintenance or repairs being offered and maintain a reasonable stock of routine spare parts for aircraft to be maintained and repaired.
- 4.8.2. Hold and continuously maintain a FAA Repair Station Certificate for categories of repairs being offered.
- 4.8.3. Provide all necessary ground service equipment suitable for types of aircraft normally serviced at the airport, including aircraft jacks, tow bars and tow vehicles, auxiliary power units and any other equipment required for complete ground service.
- 4.8.4. Be FAA approved to provide 100 hour and annual inspections.
- 4.8.5. Have an on-airport hangar area, and available outside tiedown spaces adequate for anticipated activity.
- 4.8.6. Keep any aircraft in a non-airworthy condition in excess of 30 days inside the hangar or screened from public view.
- 4.8.7. Make service available at least eight (8) hours per day, five (5) days per week.
- 4.8.8. Comply with the California Aircraft Repair Law.

#### **4.9. AIRCRAFT RENTAL**

Commercial operators permitted to offer aircraft rental services shall at a minimum, agree to the following (leased or new construction where applicable):

- On-airport office space;
- Adequate assigned tiedown or inside storage area for rental aircraft;

- Restroom facilities within walking distance of office space; and
- A minimum of two (2) aircraft available for rental.

#### **4.10. AIRCRAFT CHARTER AND SCHEDULED CHARTER**

Commercial operators permitted to offer aircraft charter and scheduled charter services shall at a minimum, agree to the following (leased or new construction where applicable):

- Ensure that satisfactory provisions are made for checking-in passengers, handling baggage, ticketing, ground transportation, etc. Ensure that suitable aircraft are continuously available, with qualified crews, ready to depart within a specified time. Maintain the capability to provide charter aircraft for hire under instrument flight conditions. Hold and maintain the appropriate Air Taxi Operator's certificate, issued by the FAA;
- Provide adequate sheltered waiting area, within 500 feet of loading ramp, to hold passenger load of the type aircraft, which meets applicable State Fire Code regarding occupancy load;
- Have a restroom available at the waiting area;
- Have adequate vehicle parking spaces available, within 500 feet of the waiting area, to hold one vehicle per passenger capacity of aircraft;
- Possess all applicable federal and state licenses and certificates;
- Have service available eight (8) hours per day, five (5) days per week;
- Have adequate ground handling equipment for the type aircraft used;
- Have a public telephone within 500 feet of the waiting area;
- Have available a loading ramp, within 1,000 feet of vehicle parking area and 500 feet of the waiting room, to handle aircraft turning radius plus 10 foot wing tip clearance for type aircraft if aircraft turn around is required, or 10 foot wing tip clearance if aircraft taxi-through situation exists;
- If applicable, obtain prior specific authorization from the City for scheduled passenger charter flights;
- Pay appropriate landing fees as required by the master fee schedule

#### **4.11. RADIO AND ELECTRONICS SALES AND SERVICE**

Commercial operators permitted to offer radio and electronics sales and service shall at a minimum, agree to the following (leased or new construction where applicable):

- Hold and maintain all required FCC licenses;
- Establish and maintain FAA Repair Station with Radio Repair Ratings Class 1 and 2;

- Be open eight (8) hours per day, five (5) days per week; and
- Have on-airport shop/office space, with a minimum of one available inside or outside tiedown space for storage of customer aircraft.