



**King County**  
International Airport  
Boeing Field

King County  
King County International Airport – Boeing Field  
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# Minimum Standards

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King County International Airport – Boeing Field

*King County*

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May 2, 2025

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**Document Code No.: PFC-7-2-PR****Title:** Minimum Standards**Effective Date:** June 15, 2025**Authorities:** KCC 15.12.010**Keywords:** Airport, Minimum Standards, BFI**Sponsoring Agency:** Department of Executive Services

DocuSigned by:

**Signature:**  Lorraine Patterson-Harris**Date signed:** 8FC3E76CE8FD4085/13/2025**1. PREAMBLE**

King County International Airport – Boeing Field (ICAO airport code KBFI), hereinafter referred to as “KCIA” or “Airport”, is owned and operated by King County (hereinafter referred to as “County”). The Airport is subject to numerous Federal obligations between the County and the Federal Aviation Administration (hereinafter referred to as “FAA”) and the United States of America, by and through the FAA, pursuant to Surplus Property Deed(s) and Grant Assurances. Applicable Legal Requirements including, but not limited to:

- Federal Aviation Act of 1958, as amended, and its precedent, Civil Aeronautics Act of 1938,
- Surplus Property Act of 1944,
- Civil Rights Act of 1964,
- FAA Order 5190.6B, Change 2, Airport Compliance Manual,
- FAA Airports Assurances – Airport Sponsors (Grant Assurances)
- Advisory Circular 150/5190-6, Exclusive Rights at Federally-Obligated Airports
- Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities

The County has agreed to certain obligations pertaining to the administration, operation, use, and maintenance of the Airport. These obligations remain in full force and effect throughout the useful life of federally funded facilities, not to exceed 20 years. However, there is no limit on the duration of federal surplus property obligations or other specific Grant Assurances that extend for as long as the Airport is owned and operated as an airport including the following Grant Assurances: 23. Exclusive Rights, 25. Airport Revenue, 30. Civil Rights, and 31. Disposal of Land.

To assist the County in meeting these obligations, the FAA encourages airport sponsors to develop and publish minimum standards to be met by all entities conducting Commercial Aeronautical Activities at the Airport. It is the prerogative of the County to impose conditions on users of the Airport to ensure safe and efficient operations. Such conditions must be fair, equal, and not unjustly discriminatory. These conditions must be relevant to the proposed activity, reasonably attainable, and uniformly applied. If the obligations are not met, the County could be declared in non-compliance and therefore ineligible for federal funding or subject to other sanctions.

Benefits to be derived from establishing Minimum Standards include:

- Establishment of minimum operating threshold requirements for prospective Commercial Operators
- Promotion of safety in Commercial Aeronautical Activities
- Maintenance of high-quality service for all airport users
- Providing financially equitable treatment of all Commercial Operators

- Protection of Airport users from unlicensed and unauthorized Commercial Aeronautical Activities
- Promotion of orderly development of airport property
- Providing a formalized, but negotiable, baseline for lease development
- Fostering mutually beneficial tenant-landlord relationships

This document establishes Minimum Standards for all entities engaging in Commercial Aeronautical Activities at the Airport. Entities capable of meeting these Minimum Standards may negotiate an Agreement with the Airport Director to provide specific services in the leased area with stated facilities at an agreed upon set of rates and charges. Minimum Standards establish a template for safe tenant operations, minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services, address environmental liability issues, reduce liability issues, and minimize accident exposure. Minimum Standards set the format for which the Airport Director can measure requests to conduct business activity on the Airport and allow Commercial Aeronautical Operators (hereinafter referred to as “Operators”) to make sound business decisions.

The details for construction of structures and other facilities are not included in these Minimum Standards. In accordance with the continuing aesthetic and environmental improvement of the Airport, the Airport Director shall review and approve all proposed site plans, new construction, remodeling projects, and color schemes associated with leasehold improvements and/or alterations. Construction shall conform with the Building Codes adopted by the County and other regulatory agencies. The County has deemed that it is in the best interest of the community and the Airport that certain Commercial Aeronautical Activities are provided at KCIA. These Commercial Aeronautical Activities have been required through Agreements with various Operators. The standards included herein are based on the types of Commercial Aeronautical Activities currently provided at the Airport and that may be offered in the future.

In preparing and adopting these Minimum Standards, the Airport has attempted to promulgate standards that will encourage development of adequate services and facilities required by Airport users, encourage development of the Airport and its activity and at the same time be reasonable, relevant, and not unjustly discriminatory.

It should be noted that the standards set forth herein are minimum requirements and not to be construed as setting forth the desirable size leasehold space or structure for a specific Operator. In this regard, a current or prospective Lessee may exceed these Minimum Standards to establish an economically viable operation.

## **2. POLICY**

The County is responsible for the administration of the Airport. In order to foster, encourage, and ensure the economic health and orderly development of aviation and related Commercial Aeronautical Activities at KCIA, the County has established certain policies, standards, and requirements for Operators to follow.

Any entity engaging in Commercial Aeronautical Activities at the Airport shall be subject to applicable Legal Requirements, including Airport Rules and Regulations. The County reserves the right to supplement, amend, or modify these standards at its discretion. A Commercial Operator Permit, properly executed by the Airport Director and the Operator, is a prerequisite to conducting Commercial Aeronautical Activities on the Airport.

### **2.1. General Information**

A fair and reasonable opportunity, without unjust discrimination, shall be afforded to all applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of Commercial Aeronautical Activities; subject to these Minimum Standards.

Throughout these Minimum Standards, the words “standards” or “requirements” shall be understood to be modified by the word “minimum”. All Operators must meet or exceed these Minimum Standards unless a written variance or exemption is approved by the County.

### **2.2. Purpose**

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

### **2.3. Rules and Regulations**

These Minimum Standards incorporate, by reference, the General Provisions and Authority set forth in Appendix A of the Rules and Regulations.

### **2.4. Definitions and Acronyms**

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

### **2.5. Exclusive Rights**

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

However, the County may elect to exercise its proprietary Exclusive Right, consistent with and as allowed by the Grant Assurances, to provide certain Commercial Aeronautical Activities directly with the County’s Employees, vehicles, Equipment, and resources.

The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the County not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities.

Accordingly, those entities who desire to enter into an Agreement with the County should neither expect nor request that other entities be excluded who also desire to engage in the same or similar Commercial Aeronautical Activities and are willing to meet these Minimum Standards.

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

## **2.6. *Pioneering Period***

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

## **2.7. *Applicability***

Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Commercial Aeronautical Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved in writing by the County consistent with Section 1.20 of the Rules and Regulations.

Specialized Aviation Service Operators (SASOs) are encouraged to be Lessees of the County or a County approved Sublessee of an Operator.

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

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

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

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

**2.8. Amendments**

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

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



### **3. PREQUALIFICATION REQUIREMENTS FOR OPERATORS**

#### **3.1. *Application***

Prospective Commercial Aeronautical Operators (Applicant) shall submit all the information requested in the Commercial Operator and Lessee Application (Application), available on the Airport website or by request at the Airport office, to Airport management and, thereafter, shall submit any additional information, data, and/or documentation that may be required or requested by the County to evaluate the Application and facilitate an analysis of the prospective operation.

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

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

#### **3.2. *Approved Commercial Operator Permit***

The Commercial Operator Permit (COP), available on the Airport website or by request at the Airport office, shall remain valid for the term of an Agreement if Operator meets the following requirements:

- The information submitted by Operator is and remains current. Operator shall notify the County in writing within 14 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the COP.

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

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

#### **3.3. *Existing Operator with an Existing Agreement***

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

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

**3.4. *Financial Responsibility***

The Applicant shall comply with applicable provisions of the King County Code (KCC) and provide a statement of financial capacity, satisfactory to the County, from a financial institution or from such other source that may be acceptable to the County and readily verified through normal financial channels. The Applicant must also demonstrate financial capability to initiate operations and for the construction of Improvements and appurtenances that may be required commensurate with the concept of the proposed Commercial Aeronautical Activity, or Activities, and shall also indicate Operator's ability to provide working capital to carry on the contemplated operations once initiated.

**4. GENERAL REQUIREMENTS****4.1. Introduction**

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

**4.2. Experience**

The Applicant shall furnish the County with a statement of past experience in the specified aviation services proposed to be furnished together with a statement setting forth personnel to be used for the Activity and the experience of said personnel.

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

- the capability of consistently providing the required products, services, and facilities and engaging in the required Commercial Aeronautical Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public with the degree of care and skill exercised by qualified and experienced Operators providing similar products, services, and facilities at comparable airports, and
- the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the County; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the Commercial Aeronautical Activities.

**4.3. Agreement**

Prior to the commencement of Commercial Aeronautical Activities, the Operator will be required to enter into an Agreement with the County, which will recite the terms and conditions under which the Operator will engage in Commercial Aeronautical Activities at the Airport, including, but not limited to, compliance with applicable KCC sections; the lease term; rents, fees, and other charges; rights, privileges and obligations of the Operator and County; and other relevant covenants. It should be understood, therefore, that neither the conditions herein contained represent a complete recitation of the provisions to be included in the Agreement. Such contract provisions, however, will not change or modify the minimum standards and requirements, or be inconsistent therewith.

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

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

**4.5. Leased Premises**

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

Specialized Aviation Service Operators (SASOs) are encouraged to lease land or Improvements from the County however, if suitable land or Improvements are not available, a SASO may be a Sublessee of a Fixed Base Operator (FBO) or another SASO.

## GENERAL REQUIREMENTS

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

Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) shall be provided by the Operator.

**Ramp/Paved Tiedowns** – Ramp space associated with hangars shall have at least one tiedown space able to accommodate the largest aircraft able to utilize the associated hangar. Ramp (including paved Tiedowns) must be:

- contiguous and separated by no more than a Taxilane which allows entity to taxi or tow aircraft without traversing a Taxiway or public roadway;
- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator’s Leased Premises;
- able to accommodate the Operator’s aircraft fleet; and
- located so as to provide unimpeded movement of aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways paved in compliance with FAA standards.

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

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

- Leased Premises that require public access shall have direct Landside access.
- Paved vehicle parking shall be located in close proximity to Operator’s primary facility and on the Leased Premises.
- Paved vehicle parking shall provide sufficient space to accommodate employee and customer parking.
- On-street vehicle parking is not permitted.

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

	Door Height	Door Width
Single-engine piston	12	50
Multi-engine piston	14	60
Turboprop	18	60
Turbojet	26	115

**Self-Service Maintenance** – The following minimum standards are for Operators engaged in Self-Service maintenance on aircraft owned, leased, and/or operated by (under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (see Section 6 of these Minimum Standards).

**GENERAL REQUIREMENTS**

Leased Premises (square feet)	Standard	Notes
Maintenance area	500	Shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	2,520	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft maintained by the Operator, whichever is greater.

**4.6. Grant Assurances**

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

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a written complaint received by the Airport Director related to pricing of products, services, or facilities, Operator shall provide evidence as requested to the Airport Director within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

**4.7. Licenses, Permits, Certifications, and Ratings**

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

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

Operators engaged in Commercial Aeronautical Activities at the Airport, whether using or occupying Airport land and/or Improvements, shall adhere to the practices recommended by the FAA and shall comply with all Safety Management Systems (SMS) Legal Requirements and directives issued by the County.

Entities engaged in Commercial Aeronautical Activities defined herein shall obtain a COP as outlined in Section 3.2 of these Minimum Standards prior to engaging in Commercial Aeronautical Activities.

Entities not based at the Airport and conducting occasional Commercial Aeronautical Activities at the Airport including, but not limited to, aircraft charter, flight training, and aerial photography, are not required to obtain a COP unless further required by these Minimum Standards or at the sole discretion of the Airport Director.

**4.8. Personnel**

Operator shall employ and designate a qualified, experienced, and professional on-site manager fully responsible for the day-to-day management of Operator's Commercial Aeronautical Activities, Employees, and Leased Premises. Operator shall provide a 24 hour emergency contact to the Airport and update it within 7 days of a change.

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

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

Operator shall have in its employ and on duty during the required operating hours, trained and qualified personnel with proper FAA Certificates, and ratings as required in such numbers and types to provide adequate and efficient services as specified in these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Commercial Aeronautical Activities. Operator shall control the conduct, demeanor, and appearance of Operator's employees.

#### ***4.9. Aircraft, Equipment and Motor Vehicles on the Airport***

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

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

The Operator may make provisions for the transportation of pilots and passengers of transient General Aviation aircraft (using the Operator's facilities and services and in the conduct of the Operator's Commercial Aeronautical Activities) to and from the Operator's office to the Operator's aircraft tiedown areas, the County's Airport Terminal area, or other areas on the Airport. Operator performing this service with vehicles driven on the Airport shall do so only in strict accordance with the Airport Rules and Regulations, applicable Legal Requirements now in existence or as may be hereafter modified or amended. All drivers assigned by the Operator must complete the Airport's on-Airport driving training course. Operators shall be required to equip these vehicles traversing the Movement Area with a two-way radio capable of communicating with the FAA Air Traffic Control Tower (ATCT)

#### ***4.10. Hours***

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

## GENERAL REQUIREMENTS

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

### **4.11. Security**

Operator shall comply with security requirements detailed in the Airport's Rules and Regulations and applicable Legal Requirements. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to Airport management including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.

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

- Security Plan shall be submitted to Airport management for review no later than 30 calendar days before Operator is scheduled to commence Commercial Aeronautical Activities and it shall be resubmitted any time changes are made.
- Upon request, Operators that are required to comply with Transportation Security Administration (TSA) security programs must demonstrate written compliance with all relevant and applicable TSA requirements to Airport management within 14 calendar days.

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

### **4.12. Insurance**

Operator shall purchase and maintain throughout the term of the Agreement, at its sole cost and expense, insurance coverage as required by Legal Requirements and by the County.

- Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.
- The insurance company, or companies, underwriting the required policy, or policies, shall be authorized and licensed to write such insurance in the State of Washington (with an A.M. Best rating of A or above) or be approved in writing by the County.
- In all cases, the Operator must comply with Washington Statutes with respect to Worker's Compensation and Unemployment insurance.
- In the event insurance coverage is not commercially available, Operator shall notify the County.

All liability insurance (except for Workers Compensation), which the Operator, its sublessees, and contracts are required to carry and keep in force shall include King County, its officers, officials, employees, agents, and representatives as additional insureds as respects liability arising out of the activities performed by or on behalf of the Operator. Such insurance shall be primary insurance as respects the County, its officers, officials, employees, agents, and representatives. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, agents, or representatives shall not contribute with any of Operator's insurance or benefit the Operator, or their respective insurers, in any way.

Insurance, as to the interest of the County only, shall not be invalidated by any act or neglect or breach of contract of Operator. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to the County, individually and collectively, and its representatives, officers, officials, employees, and agents. Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability.



## GENERAL REQUIREMENTS

Operator shall furnish the Airport certificates of insurance and endorsements certifying the issuance of all required insurance. Airport reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse or material change to the policies. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date. It is further understood as circumstances in the future dictate, the County may require an increase in bodily injury and property damage insurance.

All insurance which the operator is required by the County to carry may include coverage for Commercial General Liability (Aviation General Liability); Aircraft Liability and Aircraft Hull and Machinery, when applicable; Workers Compensation; and Employers Liability; in addition to other applicable insurance coverage requirements. The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities and/or upon execution of any agreement or contract.

Companies issuing required insurance policies shall have no recourse against the County for payment of premiums, assessments, deductibles, or retentions which are the sole responsibility and risk of the Operator.

### ***4.13. Indemnification and Hold Harmless***

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

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

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

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



**4.14. Enforcement**

In the event an entity fails to comply with these Minimum Standards, the County shall send a written statement of violation to such entity at its last known address. Unless specifically outlined in an Agreement, the entity shall have 14 calendar days within which to (a) provide a written statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected or (b) when and how the violation will be corrected. The County, in its sole discretion, has the right to suspend the entity's Commercial Aeronautical Activities and/or revoke the entity's privileges at the Airport, as the County deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the County. The entity shall pay for any costs incurred by the County, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

**4.15. Taxes**

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator's Commercial Aeronautical Activities conducted at the Airport.

**4.16. Multiple Activities**

When Operator engages in more than one Commercial Aeronautical Activity at the Airport, the minimum standards and requirements for the combined Activities shall be established by the County. The minimum standards and requirements for the combined Activities shall not be:

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

Where more than one Commercial Aeronautical Activity is proposed, the minimum insurance requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) Commercial Aeronautical Activities proposed, it may not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum insurance requirements for each type of Commercial Aeronautical Activity; however, if one of the selected Commercial Aeronautical Activities required passenger liability coverage or hangar keeper's liability not required in either of the other two (2) categories, the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit for property damage on a combination of Commercial Aeronautical Activities would be the highest minimum limit stated in the chosen grouping. Because of these variables, the applicable minimum insurance requirements on combinations of services will be discussed with the Operator at the time of Application or during lease negotiations.

**4.17. Air Cargo Providers and Air Passenger Carriers**

Air Carriers (including air cargo providers and air passenger carriers) must meet all requirements as set forth in the individual Air Carrier Operating Agreement.

**FBO SCHEDULE OF SERVICES****5. FBO SCHEDULE OF SERVICES**

**Statement of Concept** - A Fixed Based Operator (FBO) is an operator that maintains major facilities at the airport for the purpose of conducting the retail sale of aviation fuels, lubricants, other related petroleum products, and associated Activities, at a minimum.

Activities	Notes
Aviation fuels and lubricants	May only be provided by an FBO
Aircraft ground handling services	May only be provided by an FBO.
Passenger and crew services	May only be provided by an FBO.
Aircraft parking and storage	
Aircraft maintenance	FBO shall provide (either directly or through a written agreement with an authorized Operator) readily available aircraft maintenance services to general aviation aircraft as can be performed efficiently on the Leased Premises unless otherwise waived in writing by the Airport Director.

**Scope of Activities** - Unless otherwise stated in these Minimum Standards, all required products and services shall be provided by FBO's Employees using FBO's aircraft, vehicles, Equipment, and resources.

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

Aviation Fuels and Lubricants	Notes
Jet fuel	Shall comply with the quality specifications outlined in ASTM D 1655
Aviation gasoline	For piston aircraft and shall comply with the quality specifications outlined in ASTM D 910 as amended. FBO shall have available (director or through agreement – a copy of which must be provided to the Airport Director) unleaded aviation gasoline within 12 calendar months of FAA Fleet Authorization.
Lubricants	Including engine oils, hydraulic fluids, etc.

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

Aircraft Ground Handling Services	Notes
Marshalling	For all arriving and departing aircraft utilizing the FBO Terminal Building
Towing	
Oxygen and Nitrogen	Readily available through a written agreement with an Operator (a copy of which must be provided to the Airport Director)
Compressed air	Readily available through a written agreement with an Operator (a copy of which must be provided to the Airport Director)
Lavatory service	
Potable water	
International garbage	
Ground power	Direct Current (DC) and Alternating Current (AC)
Cleaning/washing service	General Aviation aircraft up to and including turbojet aircraft frequenting the Airport
Assistance to disabled aircraft	To be provided in compliance with Section 5

## FBO SCHEDULE OF SERVICES

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

Passenger and Crew Services	Notes
Concierge services	Ground transportation (limousine, shuttle, rental car, taxi, etc.), accommodations, and catering arrangements
Cabin services	Includes ice, coffee, newspapers, cabin supplies, etc.
Baggage handling	To and from vehicles and aircraft
Courtesy transportation	Rental cars available for passengers and crews

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

**Aircraft Maintenance** – Unless otherwise waived in writing by the Airport Director due to extenuating circumstances, FBO (either directly or through a written agreement with an authorized Operator) shall provide, upon request, Aircraft Maintenance in accordance with Section 6 of these Minimum Standards for the following General Aviation and Air Carrier aircraft:

Type of Aircraft Maintenance	Notes
<b>General Aviation (Fixed Wing)</b> Piston, turboprop, and turbojet	Line Maintenance for up to Group II aircraft including wheel, brake, and battery service.
<b>Air Carrier (Fixed Wing)</b> Turboprop or turbojet	Line Maintenance

### Leased Premises

The Operator shall lease from the County an area of sufficient size, shape, and location to accommodate the Operator's activities. The leased space shall not be less than the following:

Land and Improvements	Standard	Notes
<b>Land</b>	300,000	Includes owned or leased Ramp
<b>Terminal Building (total)</b>	5,000	Wi-Fi to be available throughout the facility
Customer area	2,000	Shall include lobby, customer lounge, conference room, crew lounge and sleep/quiet room, kitchen/vending, and restrooms
Line/customer service area	500	Shall include adequate space for line/customer service work areas and storage. Space requirement may be adjusted based upon physical limitations of existing leasehold premises.
Sublease office area	500	Shall be available to accommodate offices, work areas, and storage for Sublessees
<b>Aircraft Maintenance (unless otherwise waived in writing by the Airport Director)</b>	10,000	Aircraft Maintenance customers shall have immediate access to FBO's customer lounge and restrooms.
Customer area	250	Only if immediate access is not available, customer area to include customer lounge and restrooms
Maintenance area	1,000	Shall include adequate space for employee work areas, shop areas, and storage for aircraft parts and equipment
Maintenance hangar	7,500	Clear span (on a standalone basis or within another structure) and completely enclosed

**FBO SCHEDULE OF SERVICES**

Land and Improvements	Standard	Notes
Maintenance hangar door	20'/80'	Height/width
<b>Community hangar (total)</b>	40,000	Not more than two clear span facilities (on a standalone basis or within another structure) and completely enclosed
Community hangar door	26'/100'	Height/width
<b>Ramp</b>	150,000	Ramp, which can be owned, leased, or managed by the FBO, shall be located immediately adjacent to the FBO Terminal Building and Wi-Fi availability
Paved Tiedowns (number)	5	Adequate to accommodate the number, type, and size of General Aviation Based Aircraft and Transient Aircraft requiring Tiedown space on the Leased Premises

**FBO Fueling Operations Requirements**

**Fueling Permits Required** - An FBO shall not engage in Fuel Handling at the Airport without an Agreement authorizing such Activity.

1. The County reserves the right, in its sole discretion, to grant fueling concession rights and privileges to other Operators which may be identical (in part or in whole) to those already granted. However, any new Operator will be required to comply with the applicable Minimum Standards.
2. An applicant for the issuance or renewal of a Fueling Operations Permit shall file with the County an application form provided for that purpose, which must be signed by the applicant.
3. When an application has been filed with the County, the County shall make an inspection of such applicant's site, equipment, and fuel for the proposed fueling operations in order to ensure compliance with all applicable laws, ordinances, or regulations.
4. The County shall issue or annually renew, a Fueling Operations Permit within thirty (30) days of receipt of an application unless one (1) or more of the following is found to be true:
  - (a) The applicant has failed to provide required information or has provided false information in their application.
  - (b) The applicant's proposed fueling operations will violate an applicable law, ordinance, or regulation.
  - (c) The applicant has had a fueling operation's permit revoked or suspended within the two (2) years preceding the date of the application.
  - (d) The applicant has failed to meet the minimum requirements of these regulations.

**Display of Fueling Operations Permit**

1. FBO shall display a Fueling Operations Permit issued by the County in a conspicuous place on the Operator's premises at all times.
2. FBO shall display a Fueling Operations Permit issued by the County in the front windshield permanently affixed to the driver's side window or on a movable card, but in plain view for inspection in the same location.
3. Cancellation by Permittee, Assignment and Transfer
  - (a) FBO may cancel the Fueling Operations Permit upon thirty (30) days written notice to the County.
  - (b) A fueling operations permit is not assignable or transferable.

**Minimum Standards**



## FBO SCHEDULE OF SERVICES

**Revocation of Suspension of Permit** - The County may revoke or suspend a Fueling Operations Permit if it is determined that:

1. FBO has violated any provision of Fueling Operations Permit, Rules and Regulations, and/or these Minimum Standards and has not made needed corrections in a timely manner as directed by the County;
2. FBO has given false or misleading information to the County during the application process;
3. FBO has intentionally or knowingly impeded a lawful inspection by the County or other operator authorized to inspect the fueling operations of the FBO, or;
4. FBO has demonstrated an inability or unwillingness, through repeated violations of the Fueling Operations Permit, these Minimum Standards, and/or the Rules and Regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame as directed by the County.

**County Charges** - FBO shall collect or have collected and paid to the County all applicable fees.

**Records and Monthly Reports** - On or before the 10th calendar day of the subsequent month, FBO shall: (a) provide a summary report to the County identifying the number of gallons of aviation fuel by fuel type: (i) purchased by FBO, (ii) delivered to FBO's fuel storage, and (iii) dispensed by FBO at the Airport to FBO and customer aircraft and (b) pay the associated fees due to the County.

In the case of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail and the FBO shall promptly pay all additional fees due and owing the County, plus interest on the unpaid balance at an annual rate of \_\_\_% from the date originally due.

1. FBO shall maintain accurate records of all fuel received and dispensed.
2. FBO shall allow the fueling records to be audited at any time either by a representative of the County or by an independent certified public accountant selected by the County.
3. In addition to the summary report FBO shall provide copies of bills of lading on received fuel and shall show all fuel delivered/dispensed to any aircraft as defined by Fueling Operations Permit, showing identification and billing information of such aircraft operator for the assessment of landing fees in lieu of fuel flowage fees. All fuel flowage sales receipts must be provided in numeric order.

**FBO Fueling Operations Minimum Standards** - FBO shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the Airport as outlined in the *Rules and Regulations*.

**General FBO Fuel Storage Locations, Equipment, and Facilities** - Fuel storage equipment and facilities shall meet the following standards or the requirements of the major fuel supplier/vendor, FBO/operator, NFPA 407, or as specified by the local Fire Marshall, whichever is more stringent.

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

Fuel Storage	Standard	Notes
Jet fuel (gallons)	20,000	

**FBO SCHEDULE OF SERVICES**

<b>Fuel Storage</b>	<b>Standard</b>	<b>Notes</b>
Aviation gasoline (gallons)	12,000	Unless FBO has a backup fuel storage tank, a backup aviation gasoline fuel storage tank must be readily available through written agreement with a separate FBO at the Airport (a copy of which must be provided to the County)
Waste fuel		FBO shall have adequate and proper storage for waste fuel

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

1. All fuel storage locations shall be designated by the County and identified on the Airport Layout Plan;
2. Individual tank sites shall be leased by the County to the FBO subject to availability and compliance with all Legal Requirements;
3. For each type of fuel dispensed, FBO shall have separate, filter-equipped dispensing pumps and meters.
4. Fuel storage facility shall be secured from unrestricted public access by physical barriers, fencing, continuous observation, or other acceptable means.
5. Fuel storage facility shall be clearly identified by "Flammable, No Smoking" signs at access points.
6. Fuel storage facility shall be identified by fuel grade labels and color coding in accordance with American Petroleum Institute Standard 1542, "Airport Equipment Marking for Fuel Identification."
7. Tanks shall be equipped with rain-proof vents located at least 12 feet above grade.
8. Underground storage tanks shall be sloped to provide a low point for removal of water and other contaminants.
9. Proper and adequate facilities shall be available to detect and remove water and other contaminants from storage tanks. Labeled "slop tanks" shall be provided.
10. Tanks shall be provided with adequate pressure relief venting.
11. Adequate grounding points during tanker off-loading shall be provided.
12. Galvanized piping for jet fuel is prohibited.
13. Jet fuel shall be off-loaded into storage through a filter/separator or screen.
14. Inlets to pump impellers shall be equipped with a strainer basket.
15. Tank inlets shall be color-coded to identify fuel grade and shall be secured to allow operation only by authorized, trained personnel.
16. Filter/separator vessels shall be equipped with a sump and useable sump drain, differential pressure indicator, pressure relief valve, and fuel sampling fittings (Millipore) upstream or downstream of vessel.
17. Any fire extinguisher located within the fuel storage facility shall be inspected annually for proper condition and filling. The inspection date shall be noted on the extinguisher pursuant to NFPA requirements.

**FBO SCHEDULE OF SERVICES**

18. The fuel storage facility shall be kept neat at all times. Debris and trash will not be permitted to accumulate around tanks, pipes, filter vessels, or pumping equipment.
19. Grass and weeds immediately adjacent to fuel storage facility will be kept cut. Tall vegetation will not be permitted around pumphouses, tanks, pipes, inlets, etc.
20. Filters shall have inspection tags and the date showing the last change shall be in full view to show compliance with manufacturers' recommendations for the specific equipment.
21. The operator vehicle shall have a minimum of one (1) working VHF radio in each vehicle authorized to dispense fuel, provide maintenance, or travel on the access areas and/or taxiways/runways, to communicate with the Tower personnel for the purpose of issuing clearance instructions, directions, and authorizations, within the bounds of the Airport.

**Fueling Equipment** - Fueling equipment shall meet the following standards or the requirements of the major fuel supplier/vendor, FBO, NFPA 407, or as specified by local Fire Marshall, whichever is more stringent.

FBO shall have the following fueling Equipment and associated capacities:

<b>Fueling Equipment</b>	<b>Standard</b>	<b>Notes</b>
<b>Jet fuel</b>		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Number of Refueling Vehicle (Number)	2	One Refueling Vehicle shall have over-the-wing and single point aircraft servicing capability
Capacity of 1 <sup>st</sup> and 2 <sup>nd</sup> Refueling Vehicle	3,000 / 2,000	Gallons
<b>Aviation gasoline</b>		Equipped with metering devices that meet applicable Legal Requirements and bottom loading capabilities
Refueling Vehicle (number / gallon capacity)	1 / 750	A backup Refueling Vehicle (through written agreement with a separate FBO, a copy of which must be provided to the County) or through a fixed fueling system must be Readily Available
Fixed self-serve fueling system	Optional	Can be substituted for Refueling Vehicle. Shall: (a) be constructed or installed in a location approved by the County, (b) be available for public Commercial use, and (c) have detailed and accessible instructions for the proper and safe operation and a fully operational and accessible telephone, emergency shut-off, properly rated fire extinguisher, and fuel spill kit.



**FBO SCHEDULE OF SERVICES**

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1. A static discharge cable shall be provided to permit bonding between the aircraft and the Refueling Vehicle.
2. The engine exhaust system shall be in good condition and shall be located so as to minimize the hazard of fire in the event of leakage from the Refueling Vehicle or spillage or overflow of fuel from the Refueling Vehicle fuel tank or the cargo tank.
3. Vehicle brakes and parking brakes shall be operable.
4. Electrical wiring shall be insulated, supported, and protected against chafing. Refueling Vehicles with broken wiring, bulbs, or light lenses shall be placed out of service.
5. At least one NFPA-approved fire extinguisher with a minimum rating of 20-B and a current annual inspection shall be provided on each fueler, readily accessible from the ground. Extinguisher located inside closed compartments shall be clearly identified by a sign on the exterior of the compartment in letters at least two inches high. Annual inspections shall be recorded and tagged on the extinguisher.
6. "No Smoking" signs shall be installed in the cab of each vehicle. Ashtrays and cigarette lighters shall be removed from Refueling Vehicles.
7. Tank vents shall be provided on dome covers and shall be operable.
8. Dome covers shall be provided with weather-tight gaskets or seals in good condition and shall be installed with the hinge towards the front.
9. An emergency shut-off valve or control shall be provided on the exterior of the Refueling Vehicle and clearly labeled "Emergency Shut-off" in letters at least two inches high with the method of operation indicated by a placard reading "Push", "Pull", or "Turn", as applicable.
10. Dispensing nozzles shall be equipped with a 100-mesh screen. Nozzles shall be of the "deadman" type so the flow of fuel will be shut off when the operator lets go of the nozzle. All nozzles used for jet fuel will have the modern design/modified type nozzles, measuring 2.6 inches across at the end.
11. Grade labels and color-coding shall be in accordance with American Petroleum Institute Standard 1542, "Airport Equipment Marking for Fuel Identification." Refueling Vehicle tanks shall be clearly labeled "Flammable" on both sides.
12. Hoses shall be designed for aviation use and approved by the National Fire Protection Association under NFPA Standard No. 407. Hoses shall be labeled with the manufacturer's name, design pressure, and "Aircraft Fueling Hose." Hoses shall be maintained in good condition, free from blistering, saturation, cuts or nicks which may have damaged the cover, or any abrasion which exposes a significant amount of reinforcement material. Radiator hose clamps shall not be used for hose connections; only swaged fuel hose fittings are acceptable.
13. Tires shall be in good condition and not worn beyond tread wear indicators.
14. Tank dome flashing, if installed, shall be provided with adequate drains to prevent entry of water through dome covers.
15. Filters and/or separators on Refueling Vehicles shall be designed for aviation use and shall be changed as recommended by the manufacturer, user, or fuel supplier, whichever is most stringent.
16. Refueling Vehicles shall be operated on paved areas of the Airport only.
17. Good housekeeping practices are applied to Refueling Vehicles. Accumulation of trash and debris on or in the truck will not be permitted.



## FBO SCHEDULE OF SERVICES

**Fixed Self-Serve Fueling System** - Fixed self-serve fueling systems shall meet all applicable Legal Requirements.

1. Dispensing equipment shall be grounded. A bonding wire shall be provided.
2. Electrical equipment shall meet the requirements of the National Electric Code for use in an explosive atmosphere.
3. Fire extinguisher shall be provided near the dispensing equipment in quantity and capacity equal to the recommendations of the National Fire Protection Association in Standard No. 407, "Aircraft Fuel Servicing". Each extinguisher shall be inspected annually, with the inspection noted and tagged on the extinguisher.
4. Dispensing equipment, piping, and valves shall be identified by grade labels and color coding in accordance with American Petroleum Institute Standard 1542, "Airport Equipment Marking for Fuel Identification".
5. Fuel dispensers shall be equipped with a filter designed for aviation use. Jet fuel dispensers shall be equipped with a filter/separator with a sump drain, air eliminator, pressure relief valve, differential pressure indicator, and fuel sampling fittings (Millipore) upstream or downstream of the vessel.
6. Fixed self-serve fueling dispensers shall be equipped with a positive system to prevent unauthorized use and with step-by-step posted instructions for use of the equipment, including action to be taken in the event of a fuel spill.
7. Galvanized piping for jet fuel is prohibited.
8. Nozzles shall be of the "deadman" type, designed to cut off the flow of fuel if the operator lets go of the nozzle. All nozzles used for jet fuel will have the newer modified type nozzles, measuring 2.6 inches across at the end.
9. No vegetation will be permitted to grow around dispensing equipment.

### FBO Fueling Installation and Equipment Requirements

1. Each prospective FBO (or current FBO improving or modifying a fueling storage facility), shall show compliance with these standards by submission of plans and specifications to Airport management, and shall receive written approval prior to starting any construction, installation, or modification.
2. All equipment, installations and training shall continuously meet these standards, and all facilities and records pertaining to Fuel Handling shall be made available to representatives of the County at all times during normal business hours.
3. Airport management will inspect each fuel storage facility, equipment, and procedures on a quarterly basis. Completed inspection forms will be kept on file in the Airport management office; copies of these will be made available to the FBO. FBO will be notified of any items that are not in compliance with these requirements and will be given 21 days to correct these deficiencies.
4. Unleaded Auto Gasoline for Aviation Use
  - (a) Equipment and dispensers for unleaded gasoline shall be clearly labeled "Mogas."

## FBO SCHEDULE OF SERVICES

(b) Purchasers of automotive gasoline for aircraft use shall be required to present the Supplemental Type Certificate (STC) for the aircraft before gasoline is delivered to the aircraft, if a supplemental type certificate is required for the use of automotive gasoline. If a copy of the STC for the aircraft is on file in the line office of the fueling tenant and the Airport management office, it need not be presented at the time of fuel servicing.

(c) FBO shall provide appropriate insurance coverage if providing Mogas.

### Other FBO Services

**Aircraft Ground Handling Services** – FBO shall provide (either directly or through a written agreement with an authorized Operator) readily available aircraft ground handling services to general aviation aircraft as can be performed efficiently on the Leased Premises or upon such other areas as authorized in writing by the Airport Director.

1. **Equipment Needed** - FBO shall have the following aircraft ground handling services Equipment:

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

FBO shall have the following passenger and crew services Equipment:

Passenger and Crew Services	Standard	Notes
Ramp transportation vehicle(s)	1	For transportation of passengers, crew, and baggage to and from aircraft to FBO Terminal Building or vehicle parking
Courtesy vehicle(s)	1	Must be able to transport 5 passengers

## FBO SCHEDULE OF SERVICES

**Insurance Requirements** - FBO shall provide certificates of insurance and endorsements evidencing all required coverage as specified in Operator's Agreement.

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

Hours	Standard	Notes
Hours (per day) / Days (per week)	24 / 7	Open during holidays. After-hours response time of 1 hour

Unless otherwise waived in writing by the Airport Director due to extenuating circumstances, FBO's Aircraft Maintenance shall be open and services shall be continuously offered and available to meet reasonable demands of the public.

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

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

FBO Employees	Standard	Notes
Line service technicians (LSTs)		At least one supervisory LST must be trained in an FAA approved fire safety program (14 CFR Part 139.321)
Customer Service Representatives (CSRs)	1	An LST may fulfill CSR responsibilities unless the LST is performing duties off the Leased Premises

Unless otherwise waived in writing by the Airport Director due to extenuating circumstances, FBO (or authorized Aircraft Maintenance Operator) shall have properly trained and qualified employees to perform Aircraft Maintenance on General Aviation aircraft normally frequenting the Airport, as follows:

Aircraft Maintenance Employees	Standard	Notes
A & P Mechanics	2	An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P Mechanic is performing duties off the Leased Premises
Customer Service Representative(s)	1	

**Aircraft Removal** - Recognizing that aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the County, the Aircraft Owner, or Aircraft Operator to maintain the operational readiness of the Airport. FBO shall prepare an aircraft removal plan and have a towing equipment Readily Available to move General Aviation aircraft normally frequenting the Airport (up to and including Group II).

**6. SASO SCHEDULE OF SERVICES****6.1. Aircraft Maintenance Operator (SASO)**

**Statement of Concept** - An Aircraft Maintenance Operator is engaged in providing Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator. In addition to the General Requirements set forth in Section 4 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

**Leased Premises** - Unless occupying an existing County-owned facility designated for such use, Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees' Activities, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Piston	Turbine
Land (Lessee only)	21,780	32,670
Customer, Administrative, and Maintenance area	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
As a Lessee / Sublessee	1,600 / 1,100	2,000 / 1,500
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
As a Lessee	500	500
As a Sublessee	Must have immediate access to a customer lounge and restrooms	
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
As a Lessee or Sublessee	2,520	10,000

**Licenses and Certification** - Operator shall be properly certificated by the FAA.

**Employees** - Operator shall employ 1 A&P Mechanic and 1 Customer Service Representative (in which an A&P Mechanic may fulfill the responsibilities of the Customer Service Representative) whom must be available during the required hours of activity. If Operator is providing annual or phase inspections, one A&P Mechanic shall have Inspection Authorization.

**Equipment** - Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications.

**Insurance** - The Operator shall provide certificates of insurance and endorsements evidencing all required coverage as specified in Operator's Agreement.

**6.2. Aircraft Rental or Flight Training Operator (SASO)**

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

A person holding a current FAA Flight Instructor certificate who provides occasional flight training to an Aircraft Owner in the Aircraft Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 4 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

## SASO SCHEDULE OF SERVICES

**Leased Premises** - Unless occupying an existing County-owned facility designated for such use, Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees Activities, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
<b>Land</b> (Lessee only)	21,780	
<b>Customer area</b>		
Lessee	500	Shall include adequate space for customer lounge, class/training rooms, and restrooms.
Sublessee	250	Shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.

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

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

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

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

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

Equipment	Standard	Notes
Fixed wing: single-engine	2	One aircraft must be IFR capable and four-place except for Operators solely focused on sport aircraft.

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

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

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

## SASO SCHEDULE OF SERVICES

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

**Insurance** - The Operator shall provide certificates of insurance and endorsements evidencing all required coverage as specified in Operator's Agreement.

### 6.3. Avionics or Instrument Maintenance Operator (SASO)

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

In addition to the General Requirements set forth in Section 4 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

**Leased Premises** - Unless occupying an existing County-owned facility designated for such use, Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees' Activities, but not less than the following based on the type of aircraft, which are not cumulative.

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

Leased premises (square feet)	Standard	Notes
<b>Land</b> (Lessee only)	5,445	
<b>Customer, Administrative, and Maintenance area</b> (Lessee / Sublessee)	1,000 / 500	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, storage for aircraft parts and related components, and Equipment.
<b>Customer area</b>		Customer area is a subset of the Customer, Administrative, and Maintenance area
<i>Lessee</i>	500	Shall include space for lounge and restrooms
<i>Sublessee</i>	Must have immediate access to a customer lounge and restrooms	

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

Leased Premises (square feet)	Piston	Turbine
Land (Lessee only)	21,780	32,670
<b>Customer, Administrative, and Maintenance area</b>	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
<i>As a Lessee / Sublessee</i>	1,140 / 890	1,500 / 1,250
<b>Customer area</b>	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
<i>As a Lessee</i>	250	250

## SASO SCHEDULE OF SERVICES

Leased Premises (square feet)	Piston	Turbine
As a Sublessee	Must have immediate access to a customer lounge and restrooms	
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
As a Lessee or Sublessee	2,520	10,000

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

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

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

**Insurance** - The Operator shall provide certificates of insurance and endorsements evidencing all required coverage as specified in Operator's Agreement.

### 6.4. Aircraft Charter or Aircraft Management Operator (SASO)

**Statement of Concept -Aircraft Charter Operator** is engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

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

In addition to the General Requirements set forth in Section 4 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

**Leased Premises** - Unless occupying an existing County-owned facility designated for such use, Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees' Activities, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	21,780	
Customer and Administrative area	Administrative area shall include dedicated space for employee offices, work areas, and storage.	
Lessee	500	Shall include adequate space for customer lounge and restrooms
Sublessee	Immediate access	Shall include customer lounge and restrooms



## SASO SCHEDULE OF SERVICES

**Licenses and Certifications** - Aircraft Charter Operators shall have and provide copies to the County of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the County within three calendar days.

**Aircraft Charter Companies Not Based at the Airport** - Aircraft Charter Companies not based at the Airport but are providing service to and from the Airport, must make arrangements with an FBO for use of aircraft parking, passenger lounge area and vehicle parking facilities, or enter into an Agreement with the County to use the main terminal and associated vehicle parking area.

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

Employees	Standard	Notes
Chief Pilot	Yes	A commercial pilot may serve as the chief pilot.
Commercial Pilot(s)	2	
Customer Service Representative (CSR)	1	The chief pilot or a commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

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

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

**Equipment** - Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Turboprop aircraft which shall be equipped for and fully capable of flight under instrument conditions.

**Insurance** - The Operator shall provide certificates of and endorsements evidencing all required coverage as specified in Operator's Agreement.

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

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

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



## SASO SCHEDULE OF SERVICES

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

### 6.5. Independent Aircraft Maintenance Operator (SASO)

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

In addition to the General Requirements set forth in Section 4 of these Minimum Standards (excluding Section 4.5 and Section 4.10), Operator shall comply with the following minimum standards set forth in this Section.

#### Limitations

- An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft and shall not solicit Transient Aircraft for any reason. However, at the request of an FBO or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft from the FBO's or Aircraft Maintenance Operator's Leased Premises.

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

**Licenses and Certifications** - Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed. Independent Maintenance Operator shall have a COP (as required in Section 3.2 of these Minimum Standards), an approved access agreement, and pay the fees or other charges on time, as specified by the County for engaging in Independent Activities.

**Insurance** - The Operator shall provide certificates of insurance and endorsements evidencing all required coverage as specified in Operator's Agreement.

## 6.6. *Independent Flight Training Operator (SASO)*

**Statement of Concept** - An **Independent Flight Training Operator** is an individual providing flight training originating at the Airport, but does not lease or sublease land or Improvements at the Airport.

A person holding a current FAA Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 4 of these Minimum Standards (excluding Section 4.5 and Section 4.10), Operator shall comply with the following minimum standards set forth in this Section.

### **Limitations**

- Independent Flight Training Operators are prohibited from providing Flight Training in their own aircraft, including aircraft leased to or rented by the Independent Flight Training Operator.

**Location** - Independent Flight Training Operator shall only provide ground school instruction from an Aircraft Rental or Flight Training Operator's facility or in locations designated and approved in writing by the County.

**Licenses and Certifications** - Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided. Independent Flight Training Operator shall have a COP (as required in Section 3.2 of these Minimum Standards), an approved access agreement, and pay the fees or other charges on time, as specified by the County for engaging in Independent Activities.

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

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

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

**Insurance** - The Operator shall provide certificates of insurance and endorsements evidencing all required coverage as specified in Operator's Agreement.

## 6.7. *Aircraft Storage Operator (SASO)*

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

In addition to the General Requirements set forth in Section 4 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

## SASO SCHEDULE OF SERVICES

**Leased Premises** - Unless occupying an existing County-owned facility designated for such use, Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees' Activities, but not less than the following based on the type of aircraft, which are not cumulative.

Leased Premises (square feet)	Piston	Turbine
Land (Lessee only)	21,780	32,670
Hangar	2,520	10,000
<i>Note</i>	Cumulative amount of hangar located on Land limited to the following types of hangar structures: (a) single structures of not less than 2,500 square feet completely enclosed or (b) single structures of not less than 6,000 square feet subdivided and configured (although each unit shall not be less than 1,000 square feet) to accommodate individual bays for storage of aircraft designed in accordance to the requirements in Section 2.5. for Single-Engine Piston aircraft.	

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

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

**Insurance** - The Operator shall provide certificates of insurance and endorsements evidencing all required coverage as specified in Operator's Agreement.

### 6.8. Other Commercial Aeronautical Activities (SASO)

**Statement of Concept** - This Section pertains to SASOs engaged in one or more of the following Activities.

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

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

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

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

In addition to the General Requirements set forth in Section 4 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

**Leased Premises** - Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees' Activities as approved by the County.

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

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

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

## REFERENCE I

### SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

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#### 7. REFERENCE I – SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

Insurance must meet the requirements of King County. A certificate of insurance and endorsements shall be provided to the Airport. Inclusion of King County as additional insured shall not operate as a bar to any claim the County or Airport might have had except for this inclusion.

Complete, certified copies of all required insurance policies, including endorsements and riders, shall be provided, upon request, to the Airport.

Hangar Keepers Legal Liability insurance will be required whenever property other than that of the lessee will be located on the leased premises for any purpose. The required limit of coverage will be equal to the maximum value of such property subject to loss or damage.

The following provides a listing of the types of insurance coverages that may be required for the various types of commercial operators at the Airport. The types of coverage and minimum limits of coverage shall be determined at the time of the agreement with the County and based on the requirements in force at the time.

##### **7.1. Fixed Based Operator**

1. Commercial General Liability (Aviation General Liability) including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Property Insurance, including Aircraft Hull and Machinery
3. Hangars Keepers' Legal Liability
4. Environmental Liability
5. Business Automobile Liability
6. Workers Compensation and Employers Liability, if applicable

##### **7.2. Aircraft Maintenance Operator**

1. Commercial General Liability (Aviation General Liability), including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Property Insurance
3. Hangar Keepers' Legal Liability
4. Environmental Liability
5. Business Automobile Liability.
6. Workers Compensation and Employers Liability, if applicable

##### **7.3. Avionics or Instrument Maintenance Operator**

1. Commercial General Liability (Aviation General Liability), including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Property Insurance
3. Hangar Keepers' Legal Liability
4. Business Automobile Liability
5. Workers Compensation and Employers Liability, if applicable

##### **7.4. Aircraft Rental or Flight Training Operator**

1. Commercial General Liability (Aviation General Liability), including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Aircraft Liability. including Passenger Liability

3. Property Insurance, including Aircraft Hull and Machinery
4. Student and Renter's Liability
5. Hangar Keepers' Legal Liability
6. Environmental Liability
7. Business Automobile Liability
8. Workers Compensation and Employers Liability, if applicable

**7.5. *Aircraft Charter or Aircraft Management Operator***

1. Commercial General Liability (Aviation General Liability) including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Aircraft Liability, including Passenger Liability
3. Property Insurance, including Aircraft Hull and Machinery
4. Hangar Keepers' Legal Liability
5. Environmental Liability
6. Business Automobile Liability
7. Workers Compensation and Employers Liability, if applicable

**7.6. *Independent Aircraft Maintenance Operator***

1. Commercial General Liability (Aviation General Liability), including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Property Insurance
3. Hangar Keepers' Legal Liability
4. Environmental Liability
5. Business Automobile Liability
6. Workers Compensation and Employers Liability, if applicable

**7.7. *Independent Flight Training Operator***

1. Commercial General Liability (Aviation General Liability), including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Aircraft Liability, including passenger liability
3. Property Insurance, including Aircraft Hull and Machinery
4. Student and Renter's Liability
5. Business Automobile Liability
6. Workers Compensation and Employers Liability, if applicable

**7.8. *Aircraft Storage Operator***

1. Commercial General Liability (Aviation General Liability), including injury to persons and damage to property. Insurance shall include products and completed operations coverage.
2. Property Insurance
3. Hangars Keepers' Legal Liability
4. Business Automobile Liability
5. Workers Compensation and Employers Liability, if applicable

## **APPENDIX A - GENERAL LEASE CLAUSES**

These lease clauses shall be contained as a minimum in all Agreements between the County and an Operator engaged in any Commercial Aeronautical Activity on the Airport. The provisions are subject to change at any time at the sole discretion of the County.

**Non-Discrimination** - Premises to be operated for use and benefit of public. The Operator agrees to operate the Leased Premises for the use and benefit of the public:

- To furnish good, prompt, and efficient service, adequate to meet all demands for its service at the Airport.
- To furnish said products, service, and facilities on a fair, equal, and not unjustly discriminatory basis to all users thereof.
- To charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service, provided Operator may provide reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased.

Operator, its agents, and employees will not discriminate against any person or class of persons by reason of race, color, national origin, religion, sex (including pregnancy and gender identify), genetic information, age, disability, or sexual orientation in providing any services or in the use of Operators facilities provided for the public. The Operator further agrees to comply with the County's Grant Assurances.

**Aircraft Service by Owner or Operator of Aircraft** - No right or privilege granted herein shall operate to prevent any person or persons, firm, or corporation operating aircraft on the Airport from performing Self-Services (including, but not limited to, fueling, maintenance, or repair) specifically utilizing the Aircraft Owner or Operator's Employees, vehicles, equipment, and resources.

**Non-Exclusive Rights** -No Operator may be granted in fact or by written instrument any Exclusive Right by Section 308(a) of the Federal Aviation Act of 1958 as amended. The FAA shall in the final analysis, make determination of the existence of a prohibited Exclusive Right, and such determination shall be final. If the FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive Exclusive Right, such provision or grant shall be deemed null and void for all purposes.

**Airport Development** - The County reserves the right to further develop or improve the landing area of the Airport, regardless of the views of the Operator, and without interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities, the County agrees to provide a comparable location, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator.

**County's Rights** - The County reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the Airport Infrastructure and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

The County further reserves the right to make operational decisions at the Airport for general safety purposes that could impact operators.

The County shall have the right to regularly audit the financial records of all Operators, and may require periodic reports of volume of business conducted. The Operator shall keep on file with the County a list of all rates and charges for services, and notify the County thirty (30) days in advance of any changes in same.



**War or National Emergency** - During the time of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of this instrument insofar as inconsistent with the provisions of the lease to the Government, shall be suspended or modified in whatever manner is appropriate to the situation.

**Airport Obstructions** - The County reserves the right to protect navigable airspace associated with the airport as defined by 14 Code of Federal Regulations (CFR) Part 77 – *Objects Affecting Navigable Airspace* against penetration by obstructions, together with the right to prevent any Operator from erecting or permitting to be erected any building, sign, or other structure or to park any aircraft on the Airport which, in the opinion of the County and the FAA, would limit the usefulness or safety of the Airport, or create an obstruction or hazard to air navigation. The County reserves the right to review all plans and specification for any improvements to be constructed on the Airport to determine compliance with 14 CFR Part 77. The approval by the County shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with the Operator.

**Subordination** - This lease shall be subordinate to the provisions of any existing or future Grant Assurance made between the County and the United States, 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. Any provision of these standards, any lease or any practice carried out on or for the Airport shall be subordinate to and, fiat variance with the Grant Assurances, unilaterally reformable at the County's or the FAA's option for conformity with these grants.

**Compliance with Legal Requirements** - The Operator shall at all times comply with the Airport Rules and Regulations and applicable Legal Requirements now in existence or, as may be here after modified or amended, applicable to the specific type of operation contemplated. Operator shall procure and maintain during the term of the Agreement all licenses, permits, and other similar authorizations required for the conduct of Operator's Commercial Aeronautical Activities. Any fines or other assessments made against the County as a result of the non-compliance of any Operator with any Legal Requirements shall be the responsibility of the offending Operator, which shall reimburse the County for any and all costs associated with any such enforcement actions.

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

**Misrepresentation** - All terms and conditions with respect to these regulations are expressly contained herein, and the Operator agrees that no representative or agent of the County has made any representation or promise with respect to these regulations not expressly contained herein.