

DEPARTMENT OF AIRPORTS

# Minimum Standards

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for Commercial Aeronautical Activities

March 8, 2016

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## **1. Introduction**

### **a. Purpose and Scope**

- 1 The purpose of these Minimum Standards is to encourage, promote, and ensure: (1) the delivery of high quality aviation products, services, and facilities to Kern County Airports users, (2) the design and development of quality aviation improvements at the Airport, (3) aviation safety and security, (4) the economic health of aviation businesses, and (5) the orderly development of Airport property for aviation purposes.
  - (i) To this end, all entities desiring to engage in aeronautical activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such activities, subject to meeting (complying with) these Minimum Standards, the Airport's Land Use Plan, and agreement/permit conformance.
- 2 Aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be established by the Director on a case-by-case basis for such activities and incorporated into the operator's agreement or permit.

### **b. Exclusive Rights**

- 1 In accordance with the Airport Assurance given to the Federal and/or State government by the County of Kern (County) as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in commercial aeronautical activities shall not be construed in any manner as affording an operator any exclusive right, other than the exclusive use of the land and/or improvements that may be leased to the operator, and then only to the extent provided in an agreement or permit.
  - (i) The presence on an Airport of only one entity engaged in a particular commercial aeronautical 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 entities. Accordingly, those who desire to enter into an agreement or permit with the County should neither expect nor request that the County exclude others who also desire to engage in the same or similar activities. The opportunity to engage in a commercial aeronautical activity shall be made available to those entities meeting (complying with) the qualifications and the requirements set forth in these Minimum Standards and as space may be available at the Airport to support such

activity provided such use is consistent with the current and planned uses of Airport land and improvements and is in the best interest of the County.

- (a) If the FAA determines that any provision of these Minimum Standards or any agreement or permit or any practice constitutes a grant of a prohibited exclusive right, such provision or agreement or permit shall be deemed null and void and such practice shall be discontinued immediately.

**c. Applicability**

- 1 These Minimum Standards specify the standards and requirements that must be met (and complied with) by any operator desiring to engage in commercial aeronautical activities at an Airport.
  - (i) Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Director. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in aeronautical activities at an Airport under conditions that do not, in the Director's discretion, meet (comply with) these Minimum Standards.
- 2 These Minimum Standards shall apply to any new agreement or permit or any amendment to an existing agreement or permit relating to the occupancy and/or use of Airport land and/or improvements for engaging in aeronautical activities. If an entity desires, under the terms of an existing agreement or permit, to change its aeronautical activities, the County shall, as a condition of its approval of such change, require the entity to meet (comply with) these Minimum Standards, except as noted in this section (1.c).
  - (i) These Minimum Standards shall not affect any agreement or permit or amendment to such agreement or permit properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such agreement or permit, in which case these Minimum Standards shall apply to the extent permitted by such agreement or permit.
  - (ii) Upon execution of a new agreement or permit or amendment to an existing agreement or permit, operator shall be required to meet (comply with) these Minimum Standards.

- (iii) These Minimum Standards shall not be deemed to modify any existing agreement or permit under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the County from entering into or enforcing an agreement or permit that requires an entity to exceed the Minimum Standards.
- 3. If these Minimum Standards are amended after operator enters into an agreement or permit with the County, the operator shall not be required to increase operator's leased premises or construct any additional capital improvements to be in compliance with the amended Minimum Standards until such time as operator's existing agreement or permit is amended (or an assignment is made to another entity acceptable to the County) or operator enters into a new agreement or permit with the County.
- 4. If the terms of an agreement to which these Minimum Standards apply contains a less restrictive standard than that set forth in these Minimum Standards, then the requirements of these Minimum Standards shall control. If the terms of such an agreement contain a more restrictive standard, then the terms of that agreement shall control to the extent that they are more restrictive. In any case, the more restrictive standard shall control.

## **2. GENERAL REQUIREMENTS**

### **a. Introduction**

- 1 All operators engaging in aeronautical activities at an Airport shall meet (fully comply with) or exceed the requirements of this Section 2 as well as the minimum standards applicable to the operator's activities, as set forth in subsequent sections, except as noted in Section 1.c.

### **b. Experience/Capability**

- 1. Operator shall, in the judgment of the Director demonstrate before and maintain during (throughout) the term of the agreement or permit, the following:
  - (i) The capability of consistently providing the proposed products, services, and facilities and engaging in the proposed activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public, and
  - (ii) The financial and technical responsibility, capability, and integrity to develop and maintain required improvements; procure and maintain required vehicles, equipment, and for aircraft; employ required personnel; and engage in the activity.

**c. Agreement or Permit Approval**

1. No entity shall engage in an activity unless the entity has an agreement or permit with the Department of Airports authorizing such activity or the entity has received prior written approval from the Department of Airports to sublease land or improvements from an authorized operator and engage in the activity at the Airport.
2. An agreement or permit shall not reduce or limit operator's obligations with respect to complying with these Minimum Standards, except as noted in Section 1.c.

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

1. Operator shall pay the rents, fees, or other charges specified by the County for engaging in commercial aeronautical activities.
2. Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the County shall be grounds for revocation of the operator's agreement, permit, or the County's approval authorizing the conduct of activities at the Airport.

**e. Leased Premises**

1. Operator shall lease or sublease sufficient land and/or lease, sublease, or construct sufficient improvements for the activity as required in these Minimum Standards.
2. Apron/Paved Tiedowns
  - (i) Aprons/paved tiedowns (if required) must be of adequate size and weight-bearing capacity to accommodate the movement, staging, and parking of operator's, operator's sublessees', and customers' aircraft, and support equipment without interfering with the movement of aircraft in and out of other facilities and the movement of aircraft operating to/from/on taxilanes or taxiways.
3. Vehicle Parking
  - (i) Paved vehicle parking shall be sufficient to accommodate all of operator's and operators' sublessees' customers', employees', visitors', vendors', and suppliers' vehicles on a daily basis. The sufficiency of vehicle parking shall be determined in conjunction with the Director.
  - (ii) Paved vehicle parking shall be on operator's leased premises and/or located in close proximity to operator's main facility.
  - (iii) On-street vehicle parking is not allowed, unless specifically authorized by the Director.

**f. Facility Maintenance**

1. Operator shall maintain its leased premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, lighting, and signage) in a clean, neat, orderly, and fully functional condition.
2. Operator shall provide all necessary cleaning services for its leased premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, and any related services necessary to maintain the improvements in good, clean, neat, orderly, and fully functional condition, normal wear and tear excepted.
3. Operator shall replace, in like kind, any property damaged by its employees, patrons, sublessees, contractors, et.al. or by operator's activities.

**g. Products, Services, and Facilities**

1. Products, services, and facilities shall be available on a reasonable, and not unjustly discriminatory, basis to all Airport users.
2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.
3. Operator shall conduct its activities on and from its leased premises in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities, and engaging in similar activities from similar leased premises in like markets.

**h. Non-Discrimination**

1. Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products, services, or facilities or in the use of any of its facilities that are available to the public, or in any manner prohibited by applicable regulatory measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

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

1. Operator and operator's personnel shall obtain and comply with, at operator's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the County or any other duly authorized agency prior to engaging in any activity at the Airport.



- (i) Operator shall keep in effect and post in a prominent place, readily accessible to the public, all necessary or required licenses, permits, certifications, or ratings.
- (ii) Upon request, operator shall provide copies of such licenses, permits, certifications, or ratings to the Director within 10 business days.

**j. Personnel**

- 1. Operator shall have a responsible person on its leased premises to supervise activities and such person shall be qualified and authorized to represent and act for and on behalf of operator during all hours of activities with respect to the method, manner, and conduct of the operator and operator's activities.
  - (i) When such responsible person is not on the leased premises, such individual shall be immediately available by telephone or pager.
- 2. Operator shall have in its employ, on duty, and on its leased premises during hours of activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, secure, efficient, courteous, prompt, and professional manner.
- 3. Operator shall control the conduct, demeanor, and appearance of its employees. It shall be the responsibility of the operator to maintain close supervision over its employees to ensure that a high standard (quality) of products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt, and professional manner.

**k. Aircraft, Equipment, and Vehicles**

- 1. All required aircraft, equipment, and vehicles must be fully operational, functional, and available at all times and capable of providing all required products and services.
  - (i) Aircraft equipment, and vehicles may be unavailable, from time to time, on a temporary basis, as long as appropriate measures are taken to return the aircraft, equipment, or vehicle to service as soon as possible.
- 2. Hours of Activity
  - (i) Hours of activity shall be clearly posted in public view using appropriate and professional signage.

**l. Meadows Field Airport Security**

- 1. Operator shall fully comply with the Meadows Field Airport Security Program (ASP).

2. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Security Coordinator (ASC) including the name of its primary and secondary contacts and a 24-hour telephone number for both individuals.
3. Operator shall develop and maintain a security plan which shall include, at a minimum, the following elements:
  - (i) Procedures for security facilities, vehicles, equipment, and aircraft during hours of operation and after hours.
  - (ii) Employees background checks required by the ASP and security awareness training including procedures to report suspicious personnel or situations to the proper law enforcement agencies.
  - (iii) Customer, visitor, and baggage identification.
  - (iv) Procedures for preventing tampering of facilities, vehicles, equipment, and aircraft.
  - (v) Procedures for handling threats by phone and in person.
  - (vi) Procedures for controlling access to operator's leased premises and ensuring that vehicles, equipment, and personnel allowed to access through operator's access point(s) are authorized and properly identified or under escort or other approved method of control, as established by the ASC.
  - (vii) Procedures for securing unattended facilities, vehicles, equipment, and aircraft.
  - (viii) Procedures prohibiting passengers or baggage from being left unattended in or near aircraft, within the public-restricted areas of the Airport (Air Operations Area), or within the Security Identification Display Area (SIDA).
  - (ix) Procedures for transient flight crew members and passengers including:
    - (a) Ensuring proper escort or other method of control approved by the ASC.
    - (b) Crewmember contact information and verification procedures.
    - (c) Verification of pilot's certificate and government-issued photo ID for flight crewmembers.
    - (d) Vendor procedures including:
      - (1) Positive identification of all vendors having access to operator's leased premises.

- (2) Security check-in procedures for all vendors.
  - (3) Procedures for ensuring all vendors are aware of security requirements for the operator's leased premises.
4. Operator's Security Plan shall be submitted to the ASC for review and approval no later than 30 days before Operator commences activities at the Airport (and it shall be resubmitted any time changes are made).
5. Operator shall maintain fencing, doors, gates, lighting, and locks in good condition at all times.
6. Aircraft rental and flight instruction operators must positively identify new students and renter pilots, consistent with any/all federal, State, and local regulations.
7. Aircraft charter and aircraft management operators and other businesses involved in the dispatching of aircraft must develop procedures to verify aircraft dispatch customers.
8. All operators are required to keep an active log of keys, access cards, and other media issued that allows access to operator's leased premises or identifies authorized persons. The log shall be made available to the ASC upon request, and any lost or stolen access/identification media shall be reported to the ASC immediately.
9. All operators must comply with all applicable reporting requirements (as established by the County, FAA, TSA, and law enforcement agencies).

**m. Conformance with federal, State, and local rules and regulations**

1. Operator shall abide by all applicable federal, State, and local rules and regulations, including Kern County Ordinance Code Section 15, as amended.

**n. Insurance**

1. Operator shall procure and maintain during the term of its agreement or permit, insurance policies required by applicable regulatory measures and/or the County.
2. When operator engages in more than one activity, the minimum insurance limits shall be established by the County based on the nature of each activity or combination of activities. While it may not be necessary for operator to carry insurance policies for the combined total of the minimum requirements of each activity, operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or

as established by the County as demonstrated in Exhibit 'A' of this document.

3. Certificates of Insurance for the insurance required by regulatory measures and/or the County per Exhibit 'A' shall be delivered to the Director upon execution of any agreement, permit, or when approval is given by the County to engage in commercial aeronautical activities at an Airport. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage. Insurance coverage's shall remain in full force and effect through the term of the agreement or permit, and Certificates of Insurance shall be kept current with the Director.

**o. Indemnification and Hold Harmless**

1. Operator shall defend, indemnify, save, protect, and hold harmless the County of Kern and its officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the County of Kern its officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's activities, actions, or inactions. In the event a party indemnified hereunder is in part responsible 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 California principles of comparative fault.
2. Operator shall accept total responsibility, defend, indemnify, save, protect, and hold harmless the County of Kern, its officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's improvements, vehicles, equipment, or aircraft.
3. Nothing herein shall constitute a waiver of any protection available to the County of Kern, its officers, officials, employees, agents, and volunteers under the California Governmental Immunity Act or similar statutory provisions.

**p. Taxes**

1. 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 operator's leased premises (land and/or improvements), operator's improvements on leased premises, and/or operator's activities.

**q. Multiple Activities**

1. When more than one activity is conducted at an Airport, applicable Minimum Standards shall be established by the Director.
2. Depending upon the nature of the combined activities, the Minimum Standards shall not be:
  - (i) Less than the highest standard for each element (e.g., land, hangar, office, shop, etc.) within the combined activities, or
  - (ii) Greater than the cumulative standards for all of the combined activities.

**3. FIXED BASE OPERATOR**

**a. Introduction**

1. A Fixed Base Operator (FBO) is a commercial operator engaged in the sale of products, services, and facilities for all types of aircraft (piston and turbine-powered aircraft) to include, at a minimum, the following activities at an Airport: aviation fuels and lubricants (Jet Fuel, Avgas, and aircraft lubricants); passenger, crew, and aircraft ground services, support, and amenities; aircraft maintenance; aircraft parking, tiedown, hangar, office, and shop rental.
2. In addition to the general requirements set forth in Section 2, each FBO at the Airport shall comply with the following Minimum Standards set forth in Section 3.

**b. Scope of Activity**

1. Unless otherwise stated in these Minimum Standards, all products and services shall be provided by FBO's employees using FBO's vehicles and equipment.
2. FBO's products and services shall include the following:
  - (i) Aviation fuels and lubricants (Jet Fuel, Avgas, and aircraft lubricants):
    - (a) FBO shall deliver and dispense, upon request, Jet Fuel, Avgas and aircraft lubricants into all aircraft using the Airport.
    - (b) FBO shall provide a response time of no more than 15 minutes during required hours of activity (except in situations beyond the control of the FBO).
  - (ii) Passenger, crew, and aircraft ground services, support, and amenities:
    - (a) FBO shall meet, direct, and park all aircraft arriving on FBO's leased premises with exception of aircraft that have a designated (assigned) tiedown space or area.

- (b) FBO shall provide courtesy on-site transportation for passengers, crew, and baggage, as necessary and /or appropriate.
- (c) FBO shall provide parking and tiedown of aircraft upon the FBO's leased premises.
- (d) FBO shall provide hangar storage for aircraft upon the FBO's leased premises, to include in-out (aircraft towing) service.
- (e) FBO shall provide crew and passenger baggage handling and other related arrival and departure services.
- (f) FBO shall provide oxygen and compressed air services and be able to provide nitrogen services directly or through arranged with another entity.
- (g) FBO shall provide lavatory services and aircraft cleaning services.
- (h) FBO shall provide aircraft ground power.
- (i) FBO shall be able to make crew and passenger ground transportation arrangements (limousine, shuttle, and rental car).
- (j) FBO shall be able to make aircraft catering arrangements.

(iii) **Aircraft Maintenance**

FBO shall provide, upon request, routine (minor) aircraft line maintenance (i.e., including preventative maintenance as defined in 14 CFR Part 43, Appendix A and excluding maintenance associated with 50 hour, 100 hour, annual inspections, major alteration, and major repair) on the airframe, powerplants and associated systems of aircraft using the Airport. Service may be provided directly through in-house or by procurement through qualified contract services.

(iv) **Aircraft Storage**

FBO shall develop, own, and/or lease facilities for the purpose of subleasing (to the public) aircraft storage space to entities engaging in commercial or non-commercial aeronautical activities.

**c. Leased Premises**

1. FBO shall have adequate land (see Section 2.5.1), including apron/paved tiedown (see Section 2.5.2), facilities (hangars, terminal, maintenance,

and fuel storage), and vehicle parking (see Section 2.5.3) to accommodate all activities of FBO and all approved sublessees, but not less than the following:

- (i) Contiguous Land - 7 acres (304,920 square feet), upon which all required improvements including apron/paved tiedown, facilities and vehicle parking shall be located.
- (ii) Apron - 3 acres (130,680 square feet), with weight bearing capacity to accommodate the largest aircraft handled or serviced by FBO.
- (iii) Paved tiedown - adequate to accommodate the number, type, and size of based and transient aircraft requiring tiedown space at the operator's leased premises, but not less than 10 paved tiedown spaces.
- (iv) Facilities - 46,000 square feet (total) consisting of the following:
  - (a) Terminal space - 5,000 square feet. Customer area shall be at least 2,500 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms. Administrative area shall be at least 1,250 dedicated square feet to include adequate space for employee offices, work areas, and storage.
  - (b) Maintenance area - 1,000 square feet. Maintenance area shall include adequate space for employee offices, work areas, and storage for aircraft parts and equipment.
  - (c) Hangar space - 40,000 square feet. At least one hangar shall be capable of accommodating an aircraft having a length of 100 feet, a wingspan of 95 feet, and a tail height of 26 feet. At least 25,000 square feet shall be dedicated to (for) aircraft storage and 15,000 square feet shall be available for the provision of aircraft maintenance.
  - (d) Vehicle Parking - not less than required by County code.

**d. Fuel Storage**

- 1. FBO shall construct or install and maintain an on-Airport above ground fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the current and planned uses of Airport land and improvements and approved by the Director.
- 2. Fuel storage facility shall have total capacity for three days peak supply of aviation fuel for aircraft being serviced by FBO. In no event shall the total storage capacity be less than:
  - (i) 10,000 gallons for Jet Fuel storage.
  - (ii) 10,000 gallons for Avgas storage.

- (iii) 500 gallons for waste fuel or test samples (or the capability to recycle waste fuel or test samples).
- 3. FBO shall, at its sole cost and expense, maintain the fuel storage facility, all improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practices and equal or better than in appearance and character, other similar improvements on the Airport.
- 4. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
- 5. Fuel suppliers utilized by operator must have a current and executed Fuel Delivery Permit, if one is required by the County, on file with the Director.
- 6. FBO shall have a written Spill Prevention Control and Countermeasures (SPCC) Plan that meets regulatory measures for fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Director at least 30 days prior to commencing operations.
- 7. FBO shall be liable and indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
- 8. Fuel dispensed by FBO shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas), or superseding standards. Ensuring the quality of the fuel is the responsibility of the FBO.
- 9. FBO shall maintain records that identify the amount (number of gallons) of: (1) aviation fuel purchased by the FBO (by fuel type), (2) delivered to the FBO's fuel storage facility (by fuel type), and (3) delivered to FBO customer aircraft and/or dispensed by FBO at the Airport (by customer type).
- 10. On or before the 10th day of the subsequent month, unless otherwise provided for in operators agreement with the director, FBO shall provide a summary report to the Director identifying the amount (number of gallons) of: (1) aviation fuel purchased by the FBO (by fuel type), (2) delivered to the FBO's fuel storage facility (by fuel type), and (3) delivered to FBO customer aircraft and/or dispensed by the FBO at the Airport (by customer type) and FBO shall pay the appropriate fees and charges due to the County.
- 11. Records (and meters) shall be made available for review (audit) by the Director or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to the FBO and the amount of fuel delivered to FBO



customer aircraft and/or dispensed by the FBO at the Airport, FBO shall promptly pay, in cash, all additional fees and charges due the County, plus annual interest on the unpaid balance at the maximum rate allowable by law, or as specified by a current agreement, from the date originally due.

**e. Fueling Equipment**

1. FBO shall have two Jet Fuel refueling vehicles with one having a capacity of at least 5,000 gallons and one having a capacity of at least 2,000 gallons.
2. FBO shall have two Avgas refueling vehicles each having a capacity of at least 750 gallons. A fixed Avgas self-serve refueling system can be substituted for an Avgas refueling vehicle.
  - (i) If substituted for an Avgas refueling vehicle, the fixed Avgas self-serve fueling system shall: (1) be constructed or installed in a location specified by the Director, (2) be available and maintained by FBO for public commercial use, and (3) have detailed (and readily accessible) instructions for the proper and safe operation of the system and a fully functional (and readily accessible) telephone, emergency shut-off, properly rated fire extinguisher, and fuel spill kit.
  - (ii) FBO may have only one Avgas refueling vehicle if FBO has a written agreement with another (separate) FBO at the Airport to provide Avgas fueling services at times when the FBO's refueling vehicle is unavailable or unable to meet the required response time.
    - (a) Agreement must be on file with the Director.
3. Aircraft refueling vehicles shall be equipped with metering devices that meet all applicable regulatory measures. One refueling vehicle dispensing Jet Fuel shall have over-the-wing and single point aircraft servicing capability. All refueling vehicles shall be bottom loaded.
4. Each refueling vehicle and all fueling equipment shall be equipped and maintained to comply with all applicable safety and fire prevention requirements, standards, and regulatory measure including, without limitation, those prescribed by:
  - (i) State of California Fire Code;
  - (ii) County of Kern Fire Code;
  - (iii) National Fire Protection Association (NFPA) Codes;
  - (iv) California Department of Health and Environment Oil Inspection Regulatory Section;

- (v) 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
- (vi) Applicable FAA Advisory circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

**f. Equipment**

1. FBO shall have the following equipment:
  - (i) Adequate wheel chocks for aircraft parking on open apron areas and equipment for securing aircraft on permanent tiedowns including ropes, chains, wheel chocks, and/or other types of aircraft restraining devices which are required to safely secure aircraft as described in FAA Advisory Circular 20-35C.
  - (ii) One oxygen cart and one compressed air unit.
  - (iii) One ramp transportation vehicle to provide transportation of passengers and baggage between FBO terminal building and aircraft.
  - (iv) Two aircraft towing vehicles (and two bars) with at least one having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest general aviation aircraft frequenting the Airport.
  - (v) Two ground power units capable of providing electricity to direct current (DC) powered aircraft.
  - (vi) One lavatory service cart.
  - (vii) Spill kits including one mobile unit per contiguous ramp area with the necessary equipment and materials to contain a fuel spill and keep it from flowing into drains or other damage potential areas.
  - (viii) Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on all apron areas, at all fuel storage facilities, and on all ground handling and refueling vehicles.
  - (ix) All equipment reasonably necessary for the proper performance of aircraft maintenance in accordance with applicable FAA regulations and manufacturers' specifications, and minimum maintenance as stipulated in Section 3.b.2.c.

**g. Personnel**

1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained at all times.
  - (i) Management and administrative personnel shall not be required to be uniformed.
2. FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel spills and fires. FBO's SOP shall also address: regular safety inspections, bonding and fire protection; public protection; control of access to fuel storage facilities; and marking and labeling of fuel storage tanks and refueling vehicles. FBO's SOP shall be submitted to the Airport Director no later than 30 days before the FBO commences activities at the Airport (and it shall be resubmitted anytime changes are made).
3. FBO shall have two properly trained and qualified line service technicians (FBO employees), on each shift, providing aircraft fueling, parking, and ground services and support.
  - (i) FBO shall have one supervisory line service technician (FBO employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).
4. FBO shall have one properly trained and qualified customer service representative (FBO employee), on each shift (except from the hours of 11:00 p.m. to 6:00 a.m.), to provide customer service and support.
5. FBO (or authorized aircraft maintenance operator) shall have one airframe and powerplant mechanic properly trained and qualified to provide aircraft maintenance on aircraft using the Airport.

**h. Hours of Activity**

1. Aircraft fueling and passenger, crew, and aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of the public for this activity between the hours 6:00 a.m. and 11:00 p.m. seven days a week (including holidays).
  - (i) These services shall also be available all other times (after hours), on-call, with a response time not to exceed 30 minutes.

2. Aircraft maintenance shall be continuously offered and available to meet reasonable demand of the public for this activity between the hours of 8:00 a.m. and 5:00 p.m. five days a week.

- (i) Aircraft maintenance shall be available all other times (after hours), on-call with response time not to exceed 60 minutes.

**i. Aircraft Removal**

1. Recognizing that aircraft removal is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request by either the Airport Director or the aircraft owner in order to maintain the operational readiness of the Airport's aircraft movement areas. The FBO shall prepare an aircraft removal plan and have the equipment readily available that is necessary to remove aircraft typically using the Airport.

**j. Insurance**

1. FBO shall maintain, at a minimum, the insurance coverage set forth in Exhibit 'A' as determined by the Director of Airports.

**4. SPECIALIZED AVIATION SERVICE PROVIDERS**

**a. Based Aircraft Flight Instruction**

1. Providers of flight instruction shall hold FAA and State certification where applicable.
2. Provider shall have on-Airport office space and telephone.
3. Restroom facilities within reasonable walking distance of office space shall be provided.
4. Provider shall have parking (customer & employee vehicles) available consistent with County code.

**b. Aircraft Sales**

1. The business shall maintain on-Airport office space.
2. The business shall hold licenses as required by other governmental agencies.
3. Aircraft owners selling their own airplane and exempt from State sales licensing requirements are considered exempt from these requirements.
4. The sales entity shall provide, either directly or by subcontract, necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period and shall provide an adequate inventory of spare parts, either directly or by subcontract, for the type of new aircraft for which sales privileges are granted.

**c. Aircraft Storage**

1. Tiedown spaces shall be designed to provide for no aircraft wing overlap.
2. Adequate tiedown hardware shall be provided for wing and tail tiedowns.
3. Storage of marine craft or other vehicles/equipment not required to support aviation activity is not permitted.
4. For taxilanes used by aircraft under power, minimum taxilane widths consistent with FAA Advisory Circular 150/5300-13, "Airport Design" shall be provided unless otherwise approved by the Airport Director.
5. Taxilanes shall be marked in accordance with the standards set forth in FAA Advisory Circular 150/5340-1G, "Standards for Airport Markings."

**d. Aircraft Storage Hangars**

1. No commercial operations shall be conducted out of a hangar unless authorized in writing by the Director.
2. Storage of marine craft or other vehicles/equipment not required to support aviation activity is not permitted.

**e. Aircraft Maintenance and Repair**

1. All aircraft repairs must be made in accordance with FAA standards.
2. Purveyor must provide an on-Airport office and hangar or tiedown area for parking of customer aircraft.
3. Performing maintenance and repair on an aircraft parked beyond the boundary lines of tenant leasehold or FBO is prohibited, unless pre-approved by the Director.

**f. Aircraft Rental**

1. The purveyor shall maintain an on-Airport office and adequate assigned tiedowns or inside storage areas for rental aircraft.
2. Restroom facilities within reasonable walking distance of office space shall be provided.

**g. Avionics, Instruments, and Propeller Repair**

1. Purveyor shall hold required FAA and FCC licenses.
2. Purveyor must provide an on-Airport office and hangar or tiedown area for parking of customer aircraft.
3. Performing maintenance and repair on an aircraft parked beyond the boundary lines of tenant leasehold or FBO is prohibited, unless pre-approved by Director.

**h. Flying Clubs (Non-Profit)**

1. The flying club shall be a non-profit corporation or partnership.
2. The aircraft shall be owned or leased by the club.
3. The club may not offer or conduct charter, air taxi, rental, or flight instruction, and only members of the flying club may operate the aircraft.
4. The club shall not permit its aircraft to be used for giving flight instruction to any person, including club members, when such person pays or becomes obligated to reimburse for such instruction, except when instruction is given by a lessee or permittee authorized by the Director to give such instruction.
5. Exceptions are permitted to the above when flight instructors or mechanics are club members. They may perform instruction/maintenance/repair where compensation is limited to credit against payment of dues or flight time.

**i. Aircraft Charter**

1. Adequate sheltered waiting area shall be provided within 500 feet of the aircraft. The waiting area shall be of sufficient size to hold the passenger load for the type of aircraft and meet applicable Fire Codes regarding occupancy load.
2. Restrooms shall be available at the waiting area.
3. Adequate vehicle parking spaces shall be provided on-site in accordance with County Code.
4. The operator shall hold all applicable FAA and DOT licenses and/or certificates.
5. The operator shall provide adequate ground handling equipment for type aircraft.
6. The operator shall provide public telephones within reasonable distance of waiting area.
7. No publicly available scheduled operations or public charters with a scheduled frequency of five flights or more per week are permitted except at the Airport's terminal building and associated air carrier ramp.

**j. Scheduled Airline Operations**

1. Scheduled airline operators are those companies operating publicly available (or advertised) scheduled flights with a frequency of three flights or more per week using aircraft with a certificated maximum take-off weight equal to or greater than 75,000 lbs.
2. Scheduled airline operations shall be conducted solely from the Airport's terminal building and associated air carrier ramp.

3. The Airline operator shall provide either customer service counter personnel, a direct line customer service counter telephone, or a toll free number posted at the ticket counter from 5:00 a.m. to 11:00 p.m., and any additional hours as required to coincide with a delayed flight.
4. The Airline operator shall provide skycap service or automated check-in service, in addition to customer service agent ticket counter check-in service, unless the Director waives requirement.
5. The Airline operator shall provide adequate guidance or escort between the boarding lounge gate and the aircraft door.
6. The Airline operator shall provide queuing stanchions, of an approved type, for crowd control in all queuing areas.
7. The Airline operator shall abide by the current approved Kern County Airports Graphics Standards Manual.
8. The Airline operator shall utilize a pre-approved Alternate Operation Plan for diverted flights between 11:00 p.m. and 7:00 a.m.
9. All Airline operators shall have the procedures, trained personnel and equipment to reposition aircraft within the ramp or to-from remote parking areas between the hours of 4:30 a.m. to 11:30 p.m.
10. All Airline operators shall have the necessary procedures and resources available to board passengers from both the north and south hold rooms.

**k. Scheduled Commuter Operations**

1. Scheduled commuter operators are those companies operating publicly available (or advertised) scheduled flights with a frequency of three flights or more per week using aircraft with a certificated maximum take-off weight of less than 75,000 lbs.
2. Scheduled commuter operations shall be conducted solely from the Airport's terminal building and associated ramp.
3. The Commuter operator shall provide either customer service counter personnel, a direct line customer service counter telephone, or a toll free telephone number posted at the ticket counter from 5:00 a.m. to 11:00 p.m., and any additional hours as required to coincide with a delayed flight.
4. The Commuter operator shall provide adequate guidance and escort between the boarding lounge gate and the aircraft door.
5. The Commuter operator shall escort all unscreened passengers from the aircraft through the Security Identification Display Area (SIDA) when disembarking. Unscreened passengers shall only use exit gates authorized by the Director.

6. The Commuter operator shall provide queuing stanchions, of approved type, for crowd control in all queuing areas.
7. The Commuter operator shall abide by the current approved Kern County Airports Graphics Standards Manual.
8. The Commuter operator shall utilize a pre-approved Alternate Operation Plan for diverted flights between 11:00 p.m. and 7:00 a.m.
9. All Commuter operators shall have the procedures, trained personnel and equipment to reposition aircraft within the ramp or to-from remote parking areas between the hours of 4:30 a.m. to 11:30 p.m.
10. All Commuter operators shall have the necessary procedures and resources available to board passengers from both the north and south holdrooms.

**i. Other Specialized Aviation Services**

1. Other specialized aviation services include aircraft modifications (STCs), aircraft paint, aircraft upholstery, aircraft propeller service, aircraft engine component overhaul, aircraft major rehabilitation or reconstruction.
2. Aircraft painting, except minor touch-up painting, shall be conducted only in County approved aircraft paint booths or paint facilities.
3. Performing maintenance and repair on an aircraft parked beyond the boundary lines of tenant leasehold or FBO is prohibited, unless pre-approved by the Director
4. Purveyor must provide an on-Airport office and hangar or tiedown area for parking of customer aircraft
5. Purveyor shall hold the required FAA certification for type work.

**m. Airship Operations**

1. Airship mooring locations shall be assigned as appropriate by Airport management.
2. The airship operator shall be responsible for the removal of equipment in a timely manner, not to exceed 24 hours.
3. The airship operator shall provide ground operations and radio training to the satisfaction of the Airport Bureau to each crewmember required to operate a vehicle on the Airport surface and/or communicate via radio with the ATC tower.

**n. Banner Tow Operations**

1. Each banner tow operator shall obtain a banner tow permit from the Director.



2. A ground crew consisting of at least one individual is required for all banner tow operations.
3. Any vehicles operated on the airfield shall display Airport-related identification and markings.
4. Banner tow pickup/drop operations shall be conducted only in areas designated by Director.
5. The banner tow operator shall provide ground operations and radio training to the satisfaction of the Director to each crewmember required to operate a vehicle on the Airport surface and/or communicate via radio with the ATC tower.

**o. Mobile Aircraft Washing and Detailing**

1. Aircraft washing shall be conducted only in designated areas.
2. Operators must contain all water and associated discharge from washing activities. All such effluent shall be recycled or removed from the Airport, and meet all applicable Airport, County, State, and federal clean water regulations.
3. Aircraft washing and detailing operators shall receive written approval of lessees or permittees prior to entering their premises.

**p. Mobile Catering**

1. Food catering permittees shall not operate their catering units within 300 feet of the terminal building.
2. Mobile caterers shall receive written approval of lessees or permittees prior to entering their premises.
3. Mobile caterers must meet all applicable Airport, County, State and, Federal Regulations.

## **5.0 NON-COMMERCIAL SELF-FUELING**

**a. Introduction**

1. All entities desiring self-service fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Service Fueling Permit. Those entities that have a permit granting them the rights to perform commercial fueling (i.e., FBO) are not required to apply for a Non-Commercial Self-Service Fueling Permit.
2. This article sets forth the standards prerequisite to an entity engaging in non-commercial self-fueling activities at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable regulatory measures pertaining to such activities.
3. In addition to the applicable Minimum Standards General Requirements, each entity conducting non-commercial self-fueling

activities at the Airport shall comply with the following Minimum Standards.

**b. Permit Approval**

1. No entity shall engage in self-fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such activity has been obtained from the Director. Such entities shall herein be referred to as "Permittees".
2. The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Fueling Minimum Standards, which shall be included in the Permit by reference.
3. Prior to issuance and subsequently upon request by the Director, Permittee shall provide evidence of ownership (and/or lease) of any aircraft being operated (under the full control of) and fueled by Permittee. The Director will determine if an aircraft lease is commercially reasonable, for purposes of self-fueling.

**c. Reporting**

1. Permittee shall report all fuel delivered to the approved Permittee's fuel storage facility and Permittee's aircraft during each calendar month and submit a summary report along with appropriate fees and charges due the Director on or before the 10th day of the subsequent month.
2. Records (and meters) shall be made available for review (audit) by the Director or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Permittee and the amount of fuel dispensed by Permittee at the Airport, Permittee shall promptly pay, in cash, all additional fees and charges due the Director, plus annual interest on the unpaid balance at the maximum rate allowable by law or as specified by a current agreement, from the date originally due.

**d. Fuel Storage**

1. Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:
  - (i) through either an authorized FBO at the Airport or
  - (ii) in an on-Airport fuel storage location approved by the Director.
2. Permittee shall be liable and indemnify the Director for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
3. Ensuring the quality of the fuel is the responsibility of Permittee.

**e. Fueling Equipment**

1. Permittee shall utilize a single refueling vehicle for each type of fuel to be dispensed. Avgas refueling vehicles shall have a minimum capacity of 750 gallons and Jet Fuel refueling vehicles shall have a minimum capacity of 2,000 gallons.
2. Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards, as may be amended from time to time, including without limitation, those prescribed by:
  - (i) State of California Code,
  - (ii) Kern County Fire Code,
  - (iii) National Fire Protection Association (NFPA) Codes,
  - (iv) 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
  - (v) Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".
3. Prior to transporting fuel onto the Airport; the Permittee shall provide the Director with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the Airport Director at least thirty (30) days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous fuel spills. The plan should include equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.
4. In accordance with all applicable regulatory measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the

Airport Director not later than thirty (30) days before the Permittee commences self-fueling at the Airport.

**f. Licenses, Certifications, and Permits**

Permittee shall have and provide to the Airport evidence of all federal, State, and local licenses, certificates, and permits that are required to conduct self-fueling.

**g. Personnel**

1. Permittee's employees must conduct the self-fueling activity and be properly trained in aircraft refueling.
2. There must be a minimum of two (2) individuals present during self-fueling activities.

**h. Limitations**

Permittees shall not sell and/or dispense fuels to based or transient aircraft that are not owned by or under the full control of Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Director.

**i. Insurance**

Except as otherwise provided for herein, Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Exhibit 'A' of this document.

APPROVED BY:

\_\_\_\_\_  
Richard Strickland, C.M.  
Director of Airports

\_\_\_\_\_  
Date

## **GLOSSARY OF TERMS**

Aeronautical Services - any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Airport - any Kern County Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such Airport as it now exists on the Airport Layout Plan or Exhibit "A" of the ALP, or as it may hereinafter be extended, enlarged or modified.

Airport Operations Area (A0A) - the area of the Airport used or intended to be used for landing, take off or surface maneuvering of aircraft including the associated hangars and navigational and communications facilities.

ASC – the federal Department of Homeland Security Transportation Security Administration Airport Security Coordinator

Commercial Operator (Operator) - any person, firm, partnership, corporation, association, or limited partnership, or any other legal entity duly licensed and authorized by written agreement with the Airport sponsor to provide specific aeronautical services at the Airport, under strict compliance with such agreement and pursuant to these regulations and standards.

Director of Airports "Director" - the Director of the Department of Airports or the Director's authorized designee.

County - the County of Kern.

Entity - an individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity.

FAA - Federal Aviation Administration.

FAR - Federal Aviation Regulation.

Fixed Base Operator (FBO) - any person, firm, partnership, corporation, association, or limited partnership, or any other legal entity duly licensed and authorized by written agreement with the Airport sponsor to provide specific aeronautical services at the Airport, under strict compliance with such agreement and pursuant to these regulations and standards.

Fixed Place of Business — a designated business facility; located on the Airport and occupied by virtue of a lease agreement, license agreement or permit with the Department of Airports.

Flying Club - a non-profit entity or organization established to promote flying for pleasure, and develops skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

Fuel - FAA authorized aviation fuel.

Fueling Operations - the dispensing of aviation fuel into aircraft.

Fuel Permittee - an entity that has been issued a valid fueling operations permit from the Director.

Fueling Operations Permit - a permit issued by the Director to an entity which dispenses aviation fuel at any Kern County Airport. A fueling permit shall be of three types:

Full-Service Fueling Operator - an entity engaged in the retail sale and dispensing of aviation fuel, and other line services to aircraft other than that owned or leased by such entity.

Interchange Agreement - an arrangement whereby a person leases his airplane to another person in exchange for equal time, when needed, on the other person's airplane, and no charge, assessment, or fee is made, except that a charge may be made not to exceed the difference between the cost of owning, operating and maintaining the two airplanes

Joint Ownership Agreement - an arrangement whereby one of the registered joint owners of an airplane employs and furnishes the flight crew for that airplane and each of the registered joint owners pays a share of the charge specified in the agreement

Landside - all buildings and surfaces on the Airport used by surface vehicular and pedestrian traffic outside the Airport Operations Area.

Large Aircraft - an aircraft of more than 12,500 pounds maximum certified take-off weight or turboprop and turbojet aircraft.

Lease - (pertaining to the lease of aircraft by an aeronautical activity) a term written agreement established on a minimum basis of six (6) months wherein the Lessee shall have full control over the scheduling and use of aircraft and the aircraft is insured as required by these minimum standards for the use of the aircraft by Lessee. (Also referred to as aircraft "lease-back.")

Lease Agreement - a written document executed by the Department of Airports and the Commercial Operator which sets forth the premises, use, fees, standards of operation, and other contractual terms for conducting business on the Airport.

Lessee/Licensee/Permittee/Operator - an entity providing specific commercial aeronautical services, by virtue of an agreement with the Department of Airports.

Minimum Standards - the standards which are established by the Airport sponsor as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

Mobile Service Providers (MSP) - an individual or entity that provides commercial aeronautical services but does not operate out of owned or leased property on the Airport.

NFPA - the National Fire Protection Association.

NOTAM - means a Notice to Airmen published by the FAA.

Proprietary Aeronautical Activity, as prescribed by FAA Advisory Circular 150/5190-2A (Exclusive Rights at Airports) - the public agency that owns and operates the Airport may engage in any proprietary aeronautical activity and deny the same right to others without violating federal grant assurances. This means that a public agency may provide aeronautical services on an exclusive basis, but only

in principal, using its own employees and resources. It is recognized that aeronautical service may be provided more efficiently by private enterprise.

Ramp Privilege - the driving of a vehicle upon an aircraft parking ramp on the airside of the Airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.

Self-Fueling Operator - an entity who dispenses aviation fuel solely for its own use, to aircraft owned or leased for its exclusive use.

Self-Service Fueling Operator - an entity engaged in the self-service retail sale of aviation fuel to aircraft other than that owned or leased by such entity.

Small Aircraft - an aircraft of 12,500 pounds or less maximum certified take-off weight.

Sponsor - County of Kern owner of the Airports in title.

Time Sharing Agreement - an arrangement whereby a person leases his airplane with flight crew to another person, and no charge is made for the flights conducted under that arrangement other than those specified under FAR Part 91.501(d)

TSA – the federal Department of Homeland Security Transportation Security Administration

**EXHIBIT "A"**

**AIRPORT INSURANCE REQUIREMENTS**



Kern County Airports System  
Airport Insurance Requirements  
March 1, 2016

	<b>Airlines</b>	<b>Part 135 Charter Operators (Jets)</b>
<b>Liability Insurance Requirements:</b>		
Aviation or Commercial General Liability	N/A \$250,000,000 per occurrence	\$5,000,000 (or A/C Liability)
Airline Liability (Including War Risks)		N/A
Automobile Liability	\$5,000,000	\$5,000,000
Aircraft Liability (Including War Risks)	N/A	\$25,000,000
Hangar Keepers	N/A	N/A
Additional Insureds	Applicable	Applicable
Self-Insurance Retention	If Applicable	If Applicable
Claims-Made	If Applicable	N/A
<b>Workers Compensation Requirements:</b>		
Lessee Employees	If Applicable	If Applicable
Lessee Subcontractors	If Applicable	If Applicable
Employer's Liability	\$1,000,000 per occurrence	\$1,000,000 per occurrence
<b>Environmental Liability:</b>	N/A	N/A
<b>Property Insurance:</b>		
Fire and Casualty	100% full replacement value	100% full replacement value
Cancellation of Insurance	30 Days - Required	30 Days - Required
Insurance Company Rating	A-VII or better - Required	A-VII or better - Required
Lessee Self-Insured	N/A	If Applicable
Primary Insurance	Endorsement Required	Endorsement Required
No Limitations by Policy Limits	Applicable	Applicable
Failure to Maintain Insurance	Applicable	Applicable
Waiver of Subrogation	Applicable	Applicable

Kern County Airports System  
Airport Insurance Requirements  
March 1, 2016

	<b>Fixed Based Operators (Turbine Operators)</b>	<b>Flight Training Facility Operator</b>
<b>Liability Insurance Requirements:</b>		
Aviation or Commercial General Liability	\$10,000,000	\$2,000,000
Airline Liability (Including War Risks)	N/A	N/A
Automobile Liability	\$5,000,000	\$300,000
Aircraft Liability (Including War Risks)	\$1,000,000	\$1,000,000
Hangar Keepers	\$10,000,000	N/A
Additional Insureds	Applicable	Applicable
Self-Insurance Retention	If Applicable	If Applicable
Claims-Made	If Applicable	N/A
<b>Workers Compensation Requirements:</b>		
Lessee Employees	If Applicable	If Applicable
Lessee Subcontractors	If Applicable	If Applicable
Employer's Liability	\$1,000,000 per occurrence	\$1,000,000 per occurrence
<b>Environmental Liability:</b>	\$1,000,000	N/A
<b>Property Insurance:</b>		
Fire and Casualty	100% full replacement value	100% full replacement value
Cancellation of Insurance	30 Days - Required	30 Days - Required
Insurance Company Rating	A-VII or better - Required	A-VII or better - Required
Lessee Self-Insured	If Applicable	If Applicable
Primary Insurance	Endorsement Required	Endorsement Required
No Limitations by Policy Limits	Applicable	Applicable
Failure to Maintain Insurance	Applicable	Applicable
Waiver of Subrogation	Applicable	Applicable

Kern County Airports System  
Airport Insurance Requirements  
March 1, 2016

	<b>Concessionaires Terminal Landside (Taxi, Rental Car, Parking, Gift Shop)</b>	<b>Concessionaires Airside (Ground Service, Restaurant)</b>
<b>Liability Insurance Requirements:</b>		
		\$1,000,000/\$2,000,000 - Rstrt
		\$10,000,000/\$10,000,000 - Ground Service Provider
Aviation or Commercial General Liability	\$1,000,000/\$2,000,000	N/A
Airline Liability (Including War Risks)	N/A	N/A
	\$1,000,000 - Taxi, Gift Shop	
Automobile Liability	\$5,000,000 - Rental Car, Parking	\$1,000,000 (May be provided under G/L Policy)
Aircraft Liability (Including War Risks)	N/A	N/A
Hangar Keepers	N/A	N/A
Additional Insureds	Applicable	Applicable
Self-Insurance Retention	If Applicable	If Applicable
Claims-Made	N/A	If Applicable
<b>Workers Compensation Requirements:</b>		
Lessee Employees	If Applicable	If Applicable
Lessee Subcontractors	If Applicable	If Applicable
Employer's Liability	\$1,000,000 per occurrence	\$1,000,000 per occurrence
<b>Environmental Liability:</b>	N/A	N/A
<b>Property Insurance:</b>		
Fire and Casualty	100% full replacement value	100% full replacement value
Cancellation of Insurance	30 Days - Required	30 Days - Required
Insurance Company Rating	A-VII or better - Required	A-VII or better - Required
Lessee Self-Insured	If Applicable	If Applicable
Primary Insurance	Endorsement Required	Endorsement Required
No Limitations by Policy Limits	Applicable	Applicable
Failure to Maintain Insurance	Applicable	Applicable
Waiver of Subrogation	Applicable	Applicable

Kern County Airports System  
Airport Insurance Requirements  
March 1, 2016

	GA Hangar Owners w/Owned Turbine Powered Aircraft	GA Hangar Owners w/Owned Piston Powered Aircraft
<b>Liability Insurance Requirements:</b>		
Aviation or Commercial General Liability	\$10,000,000 (Exception: \$1,000,000 Single engine turbine) May be incl in A/C Liability	\$1,000,000/\$2,000,000 (Aggregate may be part of A/C Liability)
Airline Liability (Including War Risks)	N/A	N/A
Automobile Liability	\$1,000,000 (May be provided under G/L Policy)	\$300,000
Aircraft Liability (Including War Risks)	\$10,000,000	\$1,000,000
Hangar Keepers	\$10,000,000	If Applicable
Additional Insureds	Applicable	Applicable
Self-Insurance Retention	If Applicable	If Applicable
Claims-Made	N/A	N/A
<b>Workers Compensation Requirements:</b>		
Lessee Employees	If Applicable	If Applicable
Lessee Subcontractors	If Applicable	If Applicable
Employer's Liability	\$1,000,000 per occurrence	\$1,000,000 per occurrence
<b>Environmental Liability:</b>	N/A	N/A
<b>Property Insurance:</b>		
Fire and Casualty	100% full replacement value	100% full replacement value
Cancellation of Insurance	30 Days - Required	30 Days - Required
Insurance Company Rating	A-VII or better - Required	A-VII or better - Required
Lessee Self-Insured	If Applicable	If Applicable
Primary Insurance	Endorsement Required	Endorsement Required
No Limitations by Policy Limits	Applicable	Applicable
Failure to Maintain Insurance	Applicable	Applicable
Waiver of Subrogation	Applicable	Applicable

Kern County Airports System  
 Airport Insurance Requirements  
 March 1, 2016

**GA Hangar Owners  
 without Owned Aircraft**

**Liability Insurance Requirements:**

Aviation or Commercial General Liability	\$1,000,000/\$2,000,000
Airline Liability (Including War Risks)	Aviation General Liability policy only accepted
Automobile Liability	N/A
Aircraft Liability (Including War Risks)	\$1,000,000 (May be provided under Aviation G/L Policy)
Hangar Keepers	N/A
Additional Insureds	\$1,000,000/\$2,000,000 if storing aircraft for others
Self-Insurance Retention	Applicable
Claims-Made	If Applicable

**Workers Compensation Requirements:**

Lessee Employees	If Applicable
Lessee Subcontractors	If Applicable
Employer's Liability	\$1,000,000 per occurrence

**Environmental Liability:**

N/A

**Property Insurance:**

Fire and Casualty	100% full replacement value
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Cancellation of Insurance	30 Days - Required
Insurance Company Rating	A-VII or better - Required
Lessee Self-Insured	If Applicable
Primary Insurance	Endorsement Required
No Limitations by Policy Limits	Applicable
Failure to Maintain Insurance	Applicable
Waiver of Subrogation	Applicable