



MINIMUM STANDARD REQUIREMENTS

FOR AIRPORT AERONAUTICAL SERVICES

AT THE

SANTA BARBARA MUNICIPAL AIRPORT

(Revised 2006)

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SANTA BARBARA MUNICIPAL AIRPORT MINIMUM STANDAND REQUIREMENTS

Article 1. Introduction

The City of Santa Barbara is the owner and operator of the Santa Barbara Municipal Airport. The Airport Department is responsible for the management and administration of the Airport which includes operation, maintenance, and capital improvement of aviation buildings and facilities.

The Federal Aviation Administration (FAA) places the responsibility with the Airport operator to ensure that adequate aeronautical services and facilities are available on a fair and reasonable basis to all aviation users.

To encourage the safe and orderly development of the Airport and its operation, the FAA recommends that *Minimum Standards for Commercial Aeronautical Activity* be developed. Airport minimum standards establish the minimum requirements to be met by an entity as a condition for the privilege to conduct an aeronautical activity or provide a commercial aeronautical service at the Airport.

The following minimum standards have been developed in accordance with FAA Advisory Circular #150-5190-5, *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities (6/10/02)*.

Article 2. Commercial Operator

A Commercial Operator (Operator) is a person or an entity that conducts or provides one or more aeronautical services at the Airport, in accordance with a written agreement with the City, while meeting the applicable minimum standards for each service provided and all general regulations.

No entity, with the exception of flying clubs and mobile service providers, shall use the Airport as an Operator until such entity has executed a lease agreement, license agreement, or permit, approved by the City, which establishes a fixed place of business on the Airport, and provides adequate space for the proposed operations. As appropriate, the City will accept requests to combine space from individual Operators who conduct more than one commercial aeronautical activity.

In addition, the Operator must meet the regulatory qualifications, standards and requirements of these regulations and standards, pay any required fees, and receive approval from the City prior to commencing operations.

Article 3. Application for Commercial Aeronautical Activities

Any person or entity that desires to conduct a commercial activity (Operations Plan) on the Airport covered by these minimum Operating Standards, shall submit a written application (Business Plan) to the Airport Director prior to conducting such activities. Applications shall be made on forms provided by the Airport Director. Prior to submitting a written application, it is advised to discuss all aspects of the application and proposed operation with the Airport Director.

Section 3-1. Non-Discrimination.

All services shall be provided on a fair and reasonable basis at fees that are competitive with similar providers in the region.

Section 3-2. Application

The applicant shall submit the following required information or documentation:

- a. An Operations Plan which addresses the primary operation(s), including the DOT, State and/or FAA authority under which the applicant will operate, as well as support operations such as ground handling, maintenance, fueling, safety and staffing. A detailed description of the scope of the intended operations, including all services to be offered.
- b. The amount of land, office space, and/or aircraft storage areas required for the operation. The size of an Operator's leasehold and/or facility will be dictated by its needs and ability to provide products and services to the public and available space at the Airport.
- c. A detailed description of any improvements or modifications to be constructed or made to Airport property, including cost estimates and a construction timetable.
- d. A detailed management plan, marketing plan, and the proposed hours of operation. The Operator shall have its premises open and services available as established and set forth in the lease agreement. The Operator shall ensure that personnel be in attendance on the premises at all times during designated business hours.

Section 3-3. Financial Responsibility/References

Applicant must provide documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities. The Operator shall submit all of the following; provided however, depending on the organization's corporate structure, some items listed below may not be required. The submitted Business Plan and proposed lease will be evaluated in terms of its reasonableness, economic viability, and overall ability to support same.

- a. A proforma of projected income and expenses for the proposed operation during the lease term and verifiable sources of capital, cash, and credit for the proposed operation and facility construction at the Airport.
- b. Financial statements for the most recent twelve month period and preceding two (2) calendar years which include balance sheets, and related statements of income and cash flow in accordance with generally accepted accounting principles. Subject documentation shall be, preferably audited, or compiled by a Certified Public Accountant.
- c. Other financial and legal information including, but not limited to, copies of the three most recent federal and state income tax returns, and a statement of credit, payment and legal history.
- d. A list of landlords, creditors, vendors, suppliers and other trade references including current contact information.
- e. Current banking references and a letter setting forth the Operator's financial integrity and its account status from a bank or equivalent financial institution.
- f. The Operator shall give its advance permission to the City to verify the Operator's financial and legal responsibilities, and for the use of a qualified credit rating firm.

Section 3-4. Technical Qualifications/Certification

A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including references and FAA certificates, if applicable. Operator shall have "demonstrated experience" in the aeronautical service to be provided. It will be satisfactory if the Operator has in its employ, in a reasonable supervisory position, a person with such minimum experience requirements. A statement of qualification shall accompany the Operator's letter of intent to the Santa Barbara Airport.

Section 3-5. Term

The commencement date for the applicant's activities and the term of the lease, license, permit or agreement sought, including all option periods, shall be for a term to be mutually agreed upon between the City and the Operator commensurate with the Operator's financial investment in the facility.

Section 3-6. Identification/Ownership

The identity and ownership of the proposed Operator and its principals, to include the following information, as applicable:

- a. Name, address and telephone number
- b. Type of organization and the State under the laws of which it is organized.
- c. The designated agent for service process in the State of California.
- d. The names and addresses of all officers, directors and key management personnel of the applicant, briefly describing the certifications, expertise and responsibilities of each.
- e. The name, address, citizenship and principal business of each person holding 5 percent or more of applicant's total voting stock, together with the amount and percentages held, and the name, address, citizenship and principal business of any person whose account, if other than the holder, such interest is held; if any of these people are related by blood or marriage, include the relationship.
- f. All subsidiaries of the applicant, briefly describing the relationship to the applicant and principal business.
 1. If the applicant is a corporation, a copy of the Article of Incorporation as filed with the Corporation Commission;
 2. If the applicant is a limited liability company, a copy of the Articles of Organization filed with the Corporation Commission;
 3. If the applicant is a limited partnership, a copy of the Certificate of Limited Partnership filed with the Secretary of State;

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4. If the applicant is a general partnership, a copy of the written partnership agreement, if any.
 - g. The Airport Director may require the applicant to provide additional information - as necessary to ensure compliance with the Rules and Regulations and these Minimum Operating Standards.

Section 3-7. Processing/Approval

The Airport Director shall be responsible for processing and approving or disapproving an application for a lease, license, permit or agreement to conduct activities at the Airport.

Article 4. Indemnification/Insurance

Section 4-1. Indemnification.

Operator shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain, or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with operator's use or possession of the Premises.

Section 4-2. Required Insurance Coverage.

Operator shall maintain and keep in force during the term of this Agreement, for the mutual benefit of City and Operator, at Operator's sole cost and expense, a policy or policies of comprehensive insurance as specified for each type of operation conducted on the Airport.

- a. Fixed Base Operators and Commercial Air Service Providers:
 1. Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) for each occurrence combined single limit for bodily injury and property damage. Coverage thereunder shall include contractual liability, personal injury, owners' and contractors' protection, fire legal, and broad property damage coverage.
 2. Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence combined

single limit for bodily injury and property damage for all vehicles owned or operated by Operator.

- b. Insurance Requirements for other types of general aviation operations covered under these Minimum Standards are listed in Table II-G attached.

Section 4-3. General Insurance Policy Requirements

- a. All insurance provided for in this Section shall be enacted under valid and enforceable policies in form and substance satisfactory to City issued by insurers satisfactory to City and authorized to do business in the State of California. Such insurance shall apply as primary and not in excess of or contributing with any insurance, which City may carry. The policies required shall name City, its officers, employees and agents as additional insured. Operator's insurance policies shall apply separately to each named or additional insured as if separate policies had been issued to each. Operator's insurance, as required by this Agreement, shall not be subject to cancellation or material reduction without at least thirty (30) days prior written notice to the City. Operator shall furnish to City a Certificate of Insurance evidencing that the above requirements have been met on or before the commencement of this Agreement and upon the renewal of each policy.
- b. Operator hereby expressly waives on behalf of its insurers hereunder any right of subrogation against City, and City likewise waives on behalf of its insurers any right of subrogation against Operator, that such insurers may have against City or Operator by reason of any claim, liability, loss or expense arising under this Agreement. The foregoing mutual waivers of subrogation are conditioned upon such waivers being available from the insurers of each party without the payment of additional insurance premiums. In the event that either party at any time determines that such waiver is not or is no longer so available, it shall promptly notify the other party in writing of that fact.
- c. City shall retain the right to review at any time the coverage, form and amount of insurance required hereby. If, in the opinion of City, the insurance provisions in this Agreement do not provide adequate protection for City and for members of the public using the Premises, City may require Operator to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks that exist at the time a change in insurance is required.

The procuring, or City waiver, of such required policy or policies of insurance shall not be construed as a limit to Operator's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Operator shall be obligated for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Premises.

Insurance is required as listed in Table II-G, or as revised by the Airport Director from time to time. The amount or amounts of said policy or policies shall not be deemed a limitation of Operator's agreement to indemnify and hold harmless City, and in the event City should become liable in an amount in excess of the amount or amounts of said policy or policies, then Lessee shall save the City harmless from the whole thereof.

Article 5. Fixed Base Operators (FBOs)

A Fixed Base Operator (FBO) makes available, at minimum, retail aviation fuel and oil sales, aircraft maintenance and repair, and aircraft storage (as more fully described below). A Full Service FBO may also be authorized by the City to offer additional aviation and related services.

The FBO may subcontract in order to provide the major aircraft maintenance and repair services required of it, provided that such subcontractor(s) operate from the Operator's premises and are approved by the City. The FBO shall not subcontract retail aviation fuel and oil sales or aircraft storage.

An FBO must have under lease sufficient land area for development of a fixed base operation including but not limited to office space, general aviation terminal facilities, a fuel farm, maintenance hangar, aircraft storage hangars, tie-down facilities, paved apron and auto parking areas.

Section 5-1. General Aviation Terminal Facilities

A Full Service FBO must provide a General Aviation Terminal encompassing no less than 5,000 square feet, which includes:

- a. A flight planning area, separate from other public areas, with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning
- b. A pilot lounge
- c. A conference room

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- d. Restrooms
 - e. A customer waiting area for transition of passengers to ground transportation and vice versa.
 - f. Designated office and/or counter space from which to conduct business.

Section 5-2. Aircraft Airframe, Engine and Accessory Maintenance and Repair Services

A Full Service FBO shall provide a minimum 8,000 square foot maintenance hangar, sufficient to house any aircraft upon which such service is being performed, with paved apron area adjacent to the hangar, suitable for storage of aircraft awaiting services and associated offices and required storage areas.

Section 5-3. Aircraft Storage

A Full Service FBO must also provide facilities for safe aircraft storage and towing, hangaring and/or tie-downs of based and transient aircraft, including, at minimum:

- a. Cumulative Common Hangar space totaling no less than 40,000 square feet for corporate or multiple general aviation aircraft. Restroom required.
- b. T-hangar and/or box hangar space totaling no less than 10,000 square feet, which shall accommodate both single and twin-engine piston aircraft.
- c. Tie-down space of 20,000 square feet or for no less than 20 tie-down and transient aircraft.
- d. Operator shall also provide restroom(s) for use by its aircraft storage tenants. Restrooms must be located within a reasonable walking distance and in a number adequate to serve the needs of tie-down and hangar tenants. Location and number of restrooms shall be subject to approval by the Airport Director.

Section 5-4. Fuel Facilities and Services

A Full Service FBO must provide facilities and equipment for the safe storage and delivery of aircraft fuel, in quantities adequate to meet the demands of its customers, in accordance with all applicable local, state and federal standards. In this regard, at minimum, a Full Service FBO must:

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- a. Provide a fuel storage facility (fuel farm) with a capacity of no less than 40,000 gallons.
 - b. Accommodate the storage and delivery of both jet fuel and avgas products.
 - c. Provide a sufficient number of mobile dispensing trucks to accommodate the measurable demands of its customers.
 - d. Provide customary line services, which may include aircraft towing, low pressure air tanks, fire extinguisher, window cleaning, baggage handling carts, passenger ramp escort, and lavatory service and catering.

Article 6. Multiple Service Providers

A multiple services Operator provides any two or more of the aeronautical services for which minimum standards have been herein provided.

Section 6-1. Aircraft

The Operator shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by Operator except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

Section 6-2. Facilities

The Operator shall provide the facilities, equipment and services required to meet the minimum standards as herein provided for each aeronautical service the Operator is performing. However, only one office will be required of each Operator.

Section 6-3. Insurance

The Operator shall obtain, as a minimum, insurance coverage in an amount equal to the greatest coverage amount requirement for any single activity being conducted by Operator.

Section 6-4. Personnel

The Operator shall have in his employ, and on duty during designated business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the Operator is performing as herein

provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator.

Article 7. Mobile Service Providers

Mobile Service Providers (MSP) is an individual or entity that provides commercial aeronautical services but does not operate out of owned or leased property on the Airport. This category may include mobile mechanics that perform maintenance on aircraft, helicopter maintenance or other aircraft maintenance that is not available on the field; independent flight instructors providing instruction in the owner's aircraft; and aircraft detailers or washers.

Each MSP is required to obtain an annual Airport Operating Activity Permit from the City, and must provide copies of a City of Santa Barbara Business License and an insurance certificate for Public Liability coverage listing the City of Santa Barbara as an additional insured.

Minimum Standards

- a. **Personnel.** The MSP Operator shall have, if applicable, the proper FAA certificates or Repair Station license to conduct the particular service. The MSP, if an entity, shall provide the Airport and keep current, the names, addresses, and contacts of all personnel responsible for the operation and management of the MSP.
- b. **Other Requirements.** Except as otherwise provided in any agreement between the City and the MSP, the MSP shall provide the City with a written statement from the Lessee that states that the FBO is aware of the MSP activity and that, should facilities be needed, the FBO has provided the appropriate space.

Article 8. Aircraft Fuels and Oil Service

An aircraft fuels and oil service Operator provides aviation fuels, lubricants and other services supporting the itinerant and based aircraft operations on the Airport. Aviation fuel sales are vitally important to supporting aircraft Operators, these services are considered essential to aircraft operation and the operation of the Airport.

Minimum Standards

- a. Maintain an adequate inventory of generally accepted grades of aviation fuel, engine oil and lubricants.

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- b. For the lawful and sanitary handling and timely disposal, away from the Airport, of all trash, waste, and other materials including, but not limited to, used oil, solvents, and other waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises, or elsewhere on the Airport.
 - c. Auto parking for customers and employees.
 - d. A flight planning area with appropriate seating, work areas, communication facilities, directories and all items necessary for complete flight planning separate from other public areas.
 - e. A pilot lounge and waiting area for transition of air passengers to ground transportation and visa versa, which adequately meets the Operator's requirements to serve its customers and visitors.
 - f. The Operator shall have in its employ, and on duty during designated business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one person. In addition, the Operator must have at least one person available on call, within thirty (30) minutes, during non-business hours. The Operator must post in a conspicuous location on the premises the business hours and the appropriate phone number(s) for on call services.

Section 8-1. Applicability

These regulations are applicable to any person who sells or otherwise dispenses aircraft fuel at Santa Barbara Airport.

Section 8-2. Agreement

A Fueling Operator shall not engage in fueling operations at Santa Barbara Airport without having first entered into a fueling operations agreement with the City, and receiving the appropriate permit.

Section 8-3. Permit Application, Issuance and Renewal

- a. An applicant for issuance or renewal of a fueling operations permit shall file with the Director an application on a form provided for that purpose which must be signed by the applicant.
- b. When an application has been filed with the Director in proper form, the Director or its Designee shall make an inspection of such applicant's site and equipment, for the proposed fueling operations

in order to ensure compliance with all applicable laws, ordinances, or regulations.

- c. The Director shall issue or renew a fueling operations permit within thirty (30) days of receipt of an application unless it finds one or more of the following are found to be true:
1. The applicant has failed to provide required information or has provided false information in the application;
 2. The applicant's proposed fueling operations will violate an applicable law, ordinance, or regulation;
 3. The applicant has had a fueling operations permit revoked or suspended within the two years preceding the date of the application;
 4. The applicant has been cited by city, county, state or federal regulatory agencies for violations related to fueling operations, including storage handling or treatment of hazardous materials, at any airport within the two years preceding the date of the application;
 5. The applicant has been issued, within the one-year period preceding a proposed renewal, three violations, whether corrected or not, related to fueling operations at the Santa Barbara Municipal Airport; or
 6. The applicant has failed to meet the minimum requirements of these regulations.

Section 8-4. Permit Display Required

A Permittee shall display a fueling operations permit issued by the Director in a conspicuous place on the Permittee's premises at all times.

Section 8-5. Compliance with Applicable Laws and Standards

A Permittee shall construct and maintain its facilities and shall conduct fueling operations in compliance with all applicable City, state, and federal laws and regulations, whether presently in effect or enacted hereafter. A Permittee shall also comply with all applicable standards of the National Fire Protection Association and the American Petroleum Institute.

Section 8-6. Inspection by Airport Director

- a. A Permittee shall not begin fueling operations until the Director has inspected the fueling facilities and equipment and has determined that they comply with the requirements of these regulations.
- b. A Permittee shall allow the Director to enter and inspect its premises at all reasonable hours to ensure compliance with the requirements of these regulations.

Section 8-7. Training

A Permittee shall not conduct fueling operations, nor shall a Permittee allow any other person to conduct such operations on its premises until the Permittee has submitted to the Director evidence of the training and safety procedures required as follows:

- a. At least one supervisor from the fueling Operator must complete an aviation fuel training course in fire safety which is acceptable to the Administrator of the FAA.
- b. All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel shall receive at least on the job training in fire safety from the supervisor trained in accordance with Paragraph 1. of this section.
- c. Each fuel vendor shall provide certification once a year to the Airport Director that the training described in Paragraphs 1. and 2. has been accomplished.

Section 8-8. Insurance

A Permittee shall not conduct fueling operations, nor shall a Permittee allow any other person to conduct such operations on its premises until the Permittee has submitted to the Director a Certificate of Insurance evidencing that the insurance requirements specified in Section **II-G** have been met.

Section 8-9. Fueling Facilities, Equipment, and Operations

- a. **All Fueling Operators.** The following requirements regarding fueling facilities and equipment, conforming with industry standards ATA-103, are applicable to all Fueling Operators:
 - 1. A fuel storage tank for each type of fuel stored shall be installed by Permittee in a location approved by the Director.

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2. For each type of fuel dispensed, a Permittee shall have separate, filter-equipped dispensing pumps and meters.
 3. If a Permittee uses mobile dispensing trucks, the Operator shall have at least one truck for each type of fuel used. Self-fueling Operators are prohibited from using trucks for dispensing of fuel without prior written approval of the Director.
 4. A Permittee shall obtain the written approval of the Director prior to construction or installation of any improvement on Permittee's leased premises.
 5. A Permittee shall maintain all fueling facilities in a safe and clean condition, equal in appearance and character to other similar Airport improvements.
 6. A Permittee shall promptly repair any damage caused by Permittee, Permittee's employees, agents, patrons and guests.
 7. Upon written notice a Permittee shall perform any reasonable facility maintenance the Director determines is necessary. If a Permittee fails to undertake such maintenance within ten (10) days of receipt of written notice, the Director may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the Santa Barbara Airport, the Permittee shall reimburse the Airport through the Director, for the cost of the maintenance performed.
 8. The Permittee shall be required to execute a Certificate of Compliance which certifies all personnel who require unescorted access to any area on the Airport controlled for security reasons have had a background check as defined in Federal Aviation Regulations (FAR) 1542. In addition, any entity hired by the Permittee requiring unescorted access to any area on the Airport controlled for security reasons will also be required to execute a Certificate of Compliance prior to the commencement of work. This requirement is in accordance with FAR 107 as amended.

b. **Full-Service Fueling Operators.** The following additional requirements regarding fueling facilities and equipment are applicable solely to Full-Service Fueling Operators:

1. The Full-Service Fueling Operator shall provide transient aircraft with a parking area having access to the Airport runway/taxiway systems.

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2. The Full-Service Fueling Operator shall provide aircraft parking to transient aircraft, including the availability of minor aircraft maintenance and repair services, which may be provided by other Airport tenants.
 3. The Full-Service Fueling Operator shall provide a full range of approved retail fuel services, including jet fuel and avgas available 7 days a week, 24 hours a day, by trained and competent employees. The fuel vendor's facility must be open for business during designated hours with on-call availability during non-business hours.
 4. The Full-Service Fueling Operator shall maintain a fixed place of business, customer reception area and services conducive to general aviation transient aircraft.

c. **Self-Service Fueling Operators.** The following additional requirements regarding fueling facilities and equipment are applicable solely to Self-Service Fueling Operators:

1. The Self-Service Fueling Operator shall provide transient aircraft with a parking area having access to the Airport runway/taxiway systems.
2. The Self-Service Fueling Operator shall provide aircraft parking to transient aircraft, including the availability of minor aircraft maintenance and repair services, which may be provided by other Airport tenants.
3. The Self-Service Fueling Operator shall provide approved retail avgas, available 7 days a week, 24 hours a day.

d. **Self-Fueling Operators.** The following additional requirements regarding fueling facilities and equipment are applicable solely to Self-Fueling Operators:

1. A Self-Fueling Operator shall have adequate aircraft storage with service and parking area having access to the Airport runway/taxiway system to satisfy the number of aircraft owned by Permittee or leased for Permittee's exclusive use.
2. Self-Fueling Operators shall not dispense aircraft fuel to another Airport user. Dispensing aircraft fuel under the authority of this permit is limited to Permittee's own use in aircraft owned by Permittee or leased for Permittee's exclusive use.

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3. A Self-Fueling Operator may conduct fueling operations only on those premises leased to the Operator by the Santa Barbara Airport or by a lessee of the Santa Barbara Airport in the area designated in the Fueling Agreement.

Section 8-10. Fees

All Fuel Operators shall pay to the Santa Barbara Airport all permit and fuel flowage fees as specified for FBOs.

Section 8-11. Records and Monthly Reports

- a. Operator shall keep and maintain on the Premises full, complete and appropriate books, records and accounts relating to the Premises, the delivery of fuel to the Premises, all fuel dispensed, and the proper calculation of rent and fees due the City hereunder.
- b. Operator shall maintain and keep all books, records and accounts relating, in City's reasonable judgment, to Operator's compliance with the terms, provisions, covenants and conditions of the Lease in accordance with generally accepted accounting principles consistently applied. If, at any time during the term hereof, said books, records and accounts are deemed inadequate or incomplete in the reasonable judgment of the City, Operator shall, upon the request of the City, revise, adjust, complete, procure and maintain such books, records and accounts so that thereafter they shall be of a character and form adequate for said purposes in City's reasonable judgment.
- c. Operator shall make available upon reasonable written notice from City, at all times during normal business hours, for inspection by City, its auditors or other authorized representatives all such books, records and accounts. Upon reasonable written notice, copies of all sales, other excise tax reports and Internal Revenue tax reports or any other reports that Operator may be required to furnish any governmental agency shall at all reasonable times be open for inspection by City at the place that the books, records and accounts of Operator are kept. Operator shall preserve all such business records for a period of five (5) years from the date of the preparation of such records and the submission of each annual statement.
- d. A Permittee shall, each month, submit to the Director a complete report of all fuel delivered and dispensed, in a form approved by the City.

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- e. An applicant for a permit to conduct self-fueling operations shall submit to the Director the registration numbers of all owned or leased aircraft to be fueled. Upon receipt of a permit to dispense fuel, the Permittee shall submit to the Director a report of fuel dispensed by aircraft registration number.

Section 8-12. Audits

A Permittee shall allow its records of fueling operations to be audited at any time, either by a field accountant of the City of Santa Barbara Finance Department or by an independent certified public accountant selected by the City.

Section 8-13. Assignment and Transfer Prohibited

A fueling operations permit is not assignable or transferable.

Section 8-14. Revocation or Suspension of Permit

The Director may revoke or suspend a fueling operations permit if it is determined that:

- a. The Permittee has violated any provision of these regulations and has not made needed corrections in a timely manner as directed by the Director;
- b. The Permittee has given false or misleading information to the Director during the application process;
- c. The Permittee has intentionally or knowingly impeded a lawful inspection by the Director or other person authorized to inspect the fueling operations of the Permittee; or
- d. The Permittee has, within a twelve (12) month period, committed two or more violations of these regulations and has failed to make needed corrections in a timely manner as directed by the Director.

The Director shall send to the Permittee by certified mail, return receipt requested, a written statement setting forth the reasons for the revocation or suspension.

In case of an emergency, the Director may order the Permittee to correct the violation immediately, discontinue use of the product or equipment, or to cease fueling operations to the extent the Director, at its sole discretion, determines is necessary to abate the threat unless the violation is corrected. For purposes of this Section, an emergency shall be deemed to exist if the Director determines

that a violation or situation has occurred which constitutes an imminent and serious threat to the public health and safety, or to the environment.

Section 8-15. Fuel Servicing, Equipment, Storage Area - Fire Safety

- a. **Bonding (NFPA 407, Chapter 2-3.17).** To dissipate any charge of static electricity on the aircraft and any charge that may be generated by the flow of fuel through piping, valves, filters, hose or other components during aircraft fuel servicing, the aircraft and all fueling vehicles, hydrants, pits, cabinets, and nozzles shall be electrically bonded to each other before fuel flow starts.
- b. **Mobile Fuel Dispensers (NFPA 407, Chapter 4-11).** Shall be marked on each side and rear with color-coded fuel identification markings of at least 3 inches in height. Trucks containing aviation gasoline shall be marked with white letters on a red or blue background. Trucks containing jet fuel shall be marked with white letters on a black background.
- c. **Public Protection.** No person may dispense Class I flammable liquid fuel directly into the supply tanks on motor vehicles or aircraft unless the dispensing site is inaccessible to the general public.
- d. **Fire Safety in Fuel Farm Storage Areas.** The Operator of premises where a bulk fuel storage plant for flammable or combustible liquids is located shall:
 - 1. Prohibit the handling, drawing, or dispensing of flammable or combustible liquids within 100 feet of an ignition source.
 - 2. Prohibit smoking within 100 feet of areas where flammable or combustible liquids are used.

In addition, Operators of fuel storage areas shall control public access to the facilities.

- e. **Fire Extinguishers - Bulk Fuel Storage Areas.** The Operator of premises where a bulk fuel storage area for flammable or combustible liquids is located shall provide and maintain at least two 20 lb. fire extinguisher having a minimum rating of 20-BC.
- f. **Fire Extinguishers - Mobile Fuel Dispensers (Fuel Trucks) (NFPA 407, Chapter 2-3.8.1).** Each Mobile Fuel Dispenser shall have two extinguishers each having a rating of at least 20BC, mounted on each side of the vehicle.

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- g. **Lighting Precautions (NFPA 407, Chapter 3-9.1).** Fuel servicing operations shall be suspended when there are lightning discharges in the immediate vicinity of the Airport.
 - h. **Leaking Mobile Fuel Dispensers (NFPA 407, Chapter 3-2.1).** Leaking Mobile Fuel Dispensers shall be promptly removed from service and repaired or removed from the Airport.
 - i. **Non-Operational Mobile Fuel Dispensers.** Non-operational and out-of-service mobile fuel dispensers shall be promptly removed from the Airport.
 - j. **Fuel Spills (NFPA 407, Chapter 3-2).** When a spill is observed, the fueling operations shall be discontinued immediately. If the spill is over 10 feet in any dimension or over 50 square feet in area, is of a continuous nature or is a hazard to persons or property, the fueling supervisor shall immediately call 911 to request assistance from the Fire Department and shall also notify Airport Operations. Every fuel spill shall be investigated by the Airport Department to determine the cause and required corrective measures.

Section 8-16. Fuel Spill Procedures

A Permittee for fuel operations shall make the following provisions to prevent or minimize the risk of fire hazard, property damage and/or environmental contamination due to the spillage of a hazardous liquid (jet fuel, avgas, oils, solvents, etc.) during aircraft servicing operations. The specific fire safety and hazardous spill cleanup procedures outlined in NFPA 407, Chapters 3-2, shall serve as the primary guideline for fueling Operators in regard to fuel spill disposition.

- a. In the event of a fuel spill the fueling Operator should contact the **Fire Department at 911** to coordinate Santa Barbara Hazardous Material Control Agency (HAZMAT) and fire fighting assistance.
- b. Fuel spill cleanup is the responsibility of the fueling Operator. Fueling Operators are required to develop a fuel spill cleanup plan which minimizes the possibility of ignition of spilled flammable fuel and which prevents the introduction of fuels into the stormwater or sewer systems. Fueling Operators are required to have a current fuel spill plan on file in the office of the Airport Director, at all times. Equipment and material to support the fuel spill plan must be available on-site at each fueling facility.
- c. Fueling Operators are required to train fuel service employees with regard to the following:

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1. Proper procedure and fire hazards associated with fuel spill cleanup. Training should include appropriate notification, fuel spill containment environmental contamination, EPA notification requirements, Airport ARFF response and standards of post spill cleanliness.
 2. Proper procedures for preventing fuel from flowing into storm drains, sanitary sewer drains or into airfield grass areas. Fuel service employees are requested to allow at least 50 feet of ramp separation, if possible, between fueling operations and storm drains to facilitate fuel spill containment.
 3. The procedure concerning proper storage, length of storage and appropriate disposal of contaminated absorbent material.
- d. Fueling Operators are required to maintain all fuel service equipment and vehicles in safe working condition.
 - e. HAZMAT and/or fire fighting are required to standby at the scene of the spill in the interest of fire safety until the reasonable possibility of a fire emergency has been eliminated. In the event of a fire emergency, fuel service employees shall respond to all instructions from the Santa Barbara Fire Department personnel regarding safety and/or controlling the emergency.
 - f. Uncontrolled fuel spill situations will be handled by the Santa Barbara Fire Department Hazardous Material Control agency. All costs incurred by the Fire Department or other agencies will be charged to the fueling Operator responsible for the spill.
 - g. Whenever cleanup of a fuel spill is contracted out to a commercial spill contractor, it is the responsibility of the fueling Operator to ensure that appropriate Regional Water Quality Control and Environmental Protection Agency regulations concerning contaminated soil and/or ground-water cleanup standards have been met.
 - h. Fueling Operators are required to report all fuel spills in excess of 10 feet in any direction or covering an area of 50 square feet to the fire department.
 - i. Fueling Operators are encouraged to organize mutual assistance agreements between the fueling Operators located on Santa Barbara Airport in regard to providing spill cleanup assistance to handle large spills. Airport Department Maintenance personnel

may be available to assist in controlling an unchecked or expanding spill.

- j. The Fire Department and Airport Operations are responsible for gathering all pertinent information concerning the origin and facts surrounding fuel spills. Airport Operations is responsible for recording all spill incidents to monitor trends and fuel service histories of all fueling Operators. The Airport Director is responsible for maintaining the above information concerning spills at the Airport.

Article 9. Specialized Aviation Service Operator

The Specialized Aviation Service Operator shall engage in one or more of those commercial aviation activities described in this Section as stated in the appropriate Commercial Operating Permit. The Specialized Aviation Service Operator cannot subcontract these activities.

Section 9-1. Aircraft Storage

An aircraft storage Operator engages in the rental of conventional hangars, T-hangars, or paved tie down area.

Minimum Standards

- a. **Inside Storage.**
 - 1. The conventional hangar Operator shall have his facilities available for the tenants aircraft removal and storage twenty-four hours per day, seven days a week, fifty-two weeks per year.
 - 2. The Operator shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.
 - 3. The Operator may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating the hangar facilities.

b. **Outside Storage**

The Operator must have a lease to conduct one or more additional Operator services listed in this section, and provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations and all aircraft that will be parked or stored by the Operator.

c. **Private, Non-Commercial Hangars**

An applicant may request a leasehold upon which to build and use private non-commercial hangars.

1. The hangars shall be used only for those purposes, which are specified for aircraft storage hangars in the City of Santa Barbara Municipal Code.
2. All aircraft which are stored in the hangars shall be owned by the tenant or one of the following persons associated with the tenant, if the tenant is a non-natural person:
 - (a) A person who is a general partner of a tenant, which is a partnership.
 - (b) A person who is manager of a tenant which is a limited liability company, or if there is no designated manager, a member of such tenant.
 - (c) The president of a tenant, which is a corporation.
 - (d) The chief executive officer of any other legal entity, which is a tenant
3. The tenant shall not sublease any hangar or make any partial assignment of its leasehold interest. Any assignment of all of the tenant's leasehold interest shall be subject to the approval of the Airport Director.
4. All insurance provisions contained in Article 4-2.b. shall apply to the tenant.

Section 9-2. Aircraft, Airframe, Engine and Accessory Maintenance and Repair

An aircraft airframe, engine and accessory maintenance and repair Operator provides one or a combination of airframe, engine and accessory overhauls and

repair services on aircraft up to and may include business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.

Minimum Standards

- a. **FAA Certification.** An aircraft airframe, engine and accessory maintenance and repair Operator must operate as an FAA approved repair station (FAR Part 145) or as an FAA Licensed A & P or Inspection Authorization (FAR Part 65) and in accordance with all requirements for FAA certification.
- b. **Personnel.** The Operator shall have in his employ, and on duty during the designated business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating.
- c. **Other Requirements.** Except as otherwise provided in any agreement between the Operator and the City, an Operator offering aircraft engine, airframe and accessory sales, maintenance and repair facilities to the public shall provide:
 1. In case of airframe and/or engine repairs, sufficient hangar space to house the type of aircraft upon which such service is being performed, except when emergency unscheduled maintenance is required.
 2. Suitable storage space for aircraft awaiting repair, maintenance, or delivery.
 3. Adequate enclosed shop space to house the equipment and adequate tools, jacks, lifts, and testing equipment to perform overhauls as required for FAA certification and repair of parts not needing replacement on common single engine and light multi-engine general aviation aircraft, and supporting technical documents.
 4. Sufficient FAA certified mechanics with inspection authority for the work to be performed, with established business hours and on-call availability.
 5. Ability to provide necessary equipment and personnel to promptly remove from the public landing area (as soon as

permitted by FAA, NTSB, and other authorities) disabled aircraft.

6. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and County regulations.
7. Any facilities utilized for washing and cleaning aircraft shall meet Environmental Protection Agency requirements for storm water discharge.
8. A written plan for adhering to all safety and environmental requirements.

Section 9-3. Avionics, Instrument, Propeller and/or Accessory Repair Station

An avionics, instrument, propeller, or accessory repair station Operator engages in the business of, and provides a facility for, the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The Operator shall hold the appropriate repair shop certificates issued by FAA for the types of equipment the Operator plans to service and/or install.

Minimum Standards

- a. **Personnel.** The Operator shall have in his employ and on duty during the designated business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than one person who is an FAA rated radio, instrument, propeller or accessory repairman.
- b. **Other Requirements.** Except as otherwise provided in any agreement between the Operator and the Airport, an Avionics, Instrument, Propeller, and/or Accessory Repair Operator offering services to the public shall:
 1. Provide adequate space to be used for shop, storage and test equipment.
 2. Have available during designated business hours an FAA (Part 145) appropriately certified technician in the field of aircraft electronics and/or aircraft instruments.

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3. Lease sufficient space or provide satisfactory arrangements for access to and storage of aircraft on which work is being performed.

Section 9-4. Flight Training

A flight training Operator engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary to take a knowledge examination and flight check ride for the category or categories of pilots' certificates and ratings involved.

Minimum Standards

- a. **Aircraft.** The Operator shall have available for use in flight training, either owned or under written lease to Operator, properly certificated airworthy aircraft.
- b. **Personnel.** The Operator shall have on a full-time basis at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.
- c. **Other Requirements.** Except as otherwise provided in any agreement between the Operator and the City, an Operator conducting flight training activities shall provide:
 1. Training aircraft that:
 - (a) Have a minimum of two seats
 - (b) Are maintained in accordance with Federal Aviation Regulations
 - (c) Are kept in a clean and presentable manner
 - (d) Are available for training and rental
 2. Adequate office and classroom space, separate from public areas.
 3. Adequate instructional aids necessary to provide proper ground school instruction.
 4. Current certificates required by the FAA for flight instruction.

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5. Adequate facilities or arrangements for storing, parking, servicing, and repairing all its aircraft.
 6. Auto parking for customers and employees.

Section 9-5. Aircraft Lease and Rental

An aircraft lease or rental Operator engages in the rental or lease of aircraft to the public.

Minimum Standards

- a. **Aircraft.** The Operator shall have available for rental, either owned or under written lease to Operator, certified and currently airworthy aircraft.
- b. **Other Requirements.** Except as otherwise provided in any agreement between the Operator and the City, an Operator conducting aircraft rental activity shall provide:
 1. Suitable office space at the Airport for consummating rentals and keeping proper records in connection therewith.
 2. Airworthy aircraft suitably maintained and certificated.
 3. Adequate facilities for servicing the aircraft.
 4. Adequate arrangements for parking the aircraft being rented.
 5. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by City fire codes.
 6. Auto parking for customers and employees.

Section 9-6. Aircraft Sales

New Aircraft Sales. An aircraft sales Operator engages in the sale of new aircraft through franchises or licensed dealership (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft; and makes available such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.

Used Aircraft Sales and Brokerage. Many companies engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft, assisting a customer in the sale of an aircraft, or purchasing used aircraft and marketing

them to potential purchasers. In many cases these Operators also makes available such repair, services, and parts as necessary to support the operation of aircraft sold. Some requirements may not be appropriate to the sale of used aircraft because of each aircraft's unique operational history.

Personal Aircraft Sales. Nothing contained herein shall prohibit any person from selling such person's own aircraft.

Minimum Standards

- a. **Repair and Inventory.** The Operator shall make available necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. The Operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The Operator who is engaged in the business of selling new aircraft shall have available a representative example of the product.
- b. **Personnel.** The Operator shall have in his employ, and on duty during designated business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner. The Operator shall also maintain, during designated business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the Operator, and pilot in control for aircraft sold.
- c. **Other Requirements.** The Operator shall provide the office required by these regulations and standards and shall lease from the Airport or applicable FBO an area of sufficient size to permit the storage and/or display of all aircraft for sale or use in the aircraft sales business. All inventory must be insured with liability coverage acceptable to the City.

Section 9-7. Aircraft Charter and Air Taxi

An unscheduled air charter or air taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled basis, under Federal Aviation Regulations.

Minimum Standards

- a. **Aircraft.** The Operator shall provide, either owned or under written lease, the type, class, size and number of aircraft intended to be used by Operator, and which meet the requirements of the air taxi

commercial operator certificate held by the Operator, including instrument operations.

- b. **Personnel.** The Operator shall have available during designated business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than one person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by Operator.
- c. **Other Requirements.** Except as otherwise provided in any agreement between the Operator and the Authority, an Operator conducting aircraft charter and/or air taxi service shall make available:
 - 1. Passenger lounge, rest rooms, and telephone facilities.
 - 2. Aircraft that meet exclusive use requirements as defined in FAA Regulations.
 - 3. At least one pilot available during on demand business hours, fully current under FAA Regulations and in compliance with all laws and procedures.
 - 4. Auto parking for customers and employees.

Section 9-8. Aircraft Management Services

An aircraft management services operator means a person performing one of more of the following services in the management of another person's aircraft: pilot, staffing, records management, and other aircraft-related services detailed in any other sections contained herein. Aircraft management also encompasses the exercise of the privilege of FAR Part 91.501 on behalf or the owner (including fractional ownership such as time sharing, interchange agreements, and joint ownership) and brokerage of a qualified aircraft through an FAR Part 135 operator to the general public. Aircraft Management Services as defined in this Section 9-8. does not include the control of or operation of aircraft under FAR Part 135.

Part 91.501 Activities Include:

- a. Ferry or Training Flights
- b. Aerial work operations including photography, surveys, or pipeline patrol, excluding fire fighting

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- c. Demonstration flights for prospective customers at no charge other than those allowed in FAR Part 91.501(d)
 - d. Personal transportation for the operator and guests, at no charge
 - e. Carriage of company officials and guests, at no charge
 - f. Carriage of company officials under a time-share, interchange or joint ownership agreement
 - g. Carriage of property incidental to the business of the owner, when no charge is assessed other than those allowed in FAR Part 91.501(d)
 - h. Carriage of an athletic team, sports group, choral group, or similar group with a common purpose when no charge is assessed
 - i. Carriage of persons in the furtherance of business other than transportation by air, at no charge

Minimum Standards

The Aircraft Management Services operator will insure that pilots are appropriately licensed and certified for the managed aircraft.

Article 10. Specialized Commercial Flying Services

A specialized commercial flying services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

- Non-stop sightseeing flights that begin and end at the Airport
- Crop dusting, seeding, spraying, and bird chasing
- Banner towing and aerial advertising
- Fire fighting
- Any other operations not specifically addressed by FAA Regulations, and not otherwise addressed in this document

Minimum Standards

- a. **Permit, License or Lease.** The Operator shall obtain from the City, or an authorized Leaseholder, a permit, license or lease to conduct the operations of its specialized commercial flying service(s).

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- b. **Facilities.** The Operator must procure facilities sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas in each instance shall be subject to the approval of the Director. In the case of crop dusting or aerial application, the Operator shall make suitable arrangements and have such space available for safe loading, unloading, storage and containment of chemical materials.
 - c. **Aircraft.** All Operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.
 - d. **Insurance.** The City shall set the minimum insurance requirements as they pertain to the particular type of operations to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators will, however, be required to maintain the Aircraft Liability Coverage set for all Operators.
 - e. **Personnel.** The Operator shall have in it's employ, and make available during designated business hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.
 - f. **Point of Contact.** The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.

Article 11. Non-commercial Activities

Section 11-1. Flying Clubs

In an effort to promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques, the category of Flying Club is added to these regulations and standards.

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these regulations and standards. However, they shall be exempt from regular fixed base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

A flying club must be a non-profit corporation or partnership. Each member must be a bona fide owner of the aircraft or stock holder of the corporation. A flying club may utilize leased aircraft, provided that the aircraft is leased solely to the club, for the exclusive use of its partners or shareholders.

Minimum Standards

- a. **Finances.** The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The club will keep current a complete list of the club's membership and a record of club finances and will make such available to the City upon request.
- b. **No Commercial Activity.** The club's aircraft will not be used by other than bona fide members and by no one for hire, charter, air taxi, or rental operations.
- c. **Failure to Comply.** In the event the club fails to comply with these conditions, the City will notify the club in writing of such violations. The club shall have fourteen days to correct such violations. If the club fails to correct the violations, the City may demand the club's removal from the Airport.
- d. **Insurance.** The flying club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators:
 1. Aircraft Liability
 2. Comprehensive Public Liability and Automobile Liability
- e. **Maintenance.** Aircraft maintenance performed by the Club shall be limited to only that maintenance that does not require a certificated mechanic.
- f. **Other Requirements.**
 1. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the aircraft shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any manner. In the case of leased aircraft, the aircraft must be leased solely to the club, for the exclusive use of its partners or shareholders. The club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, insurance, and replacement, upgrading or expansion of its aircraft fleet.

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2. The club shall not conduct charter, air taxi, or rental operations. The club shall not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time. Maintenance shall be subject to the provisions of these regulations and standards.
 3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment.
 4. The flying club, with its initial application, and annually thereafter, shall furnish the City a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, evidence of insurance in the form of a certificate of insurance in the following minimum amounts specified in Table II-G, with hold harmless clause in favor of the City, its officers, agents, representatives and employees (thirty days prior notice of cancellation shall be filed with the City); number and type of aircraft; evidence that ownership, or leasehold interest, is vested in the club; and operating rules of the club. Evidence of insurance will be submitted to the Airport Director on an annual basis, during the renewal month of the policy. The books and other records of the club shall be available for review at any reasonable time by the City and Airport Director.
 5. A flying club shall comply with all Federal, State and local laws, ordinances, regulations and these regulations and these Minimum Standard Requirements For Airport Aeronautical Services.
 6. If a flying club violates any of the foregoing, or permits one or more members to do so, and the violation is not corrected within a reasonable time, as determined by the Airport Director, the club will be required to terminate all operations and vacate the Airport.

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 - means the Santa Barbara 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" or as it may hereinafter be extended, enlarged or modified.

Airport Director - means the Director of the Santa Barbara Airport or the Director's authorized designee.

Airport Operations Area (AOA) - means 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.

City - means the City of Santa Barbara.

Commercial Operator (Operator) - means 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.

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

FAA - means the Federal Aviation Administration.

FAR - means Federal Aviation Regulation.

Fixed Base Operator (FBO) - means 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 City of Santa Barbara.

Flying Club - means 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 - means FAA authorized aviation fuel.

Fueling Operations - means the dispensing of aviation fuel into aircraft.

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

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

(1) a 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.

(2) a 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.

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

Interchange Agreement – means 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 – means 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 - means all buildings and surfaces on the Airport used by surface vehicular and pedestrian traffic outside the Airport Operations Area.

Large Aircraft - is 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) means 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 City of Santa Barbara 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 - refers to an entity providing specific commercial aeronautical services, by virtue of an agreement with the City of Santa Barbara.

Minimum Standards - means 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) - is an individual or entity that provides commercial aeronautical services but does not operate out of owned or leased property on the Airport.

NFPA - means 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) – means 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 - means 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.

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

Sponsor - means City of Santa Barbara, a Municipal Corporation, which owns the Airport in title.

Time Sharing Agreement - means an arrangement where by 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)

Table II-G

<u>Topic</u>	<u>Minimum Limits</u>	<u>When Needed</u>
Aircraft Liability	Limited to each passenger, as determined by the City.	Owned or leased aircraft.
Non-owned Aircraft Liability	Limited to each passenger, as determined by the City.	Flying non-owned aircraft (such as dual to owner, maintenance test & ferry flights, pilot service, and sales demonstrations).
Airport Premises Liability	\$1,000,000	Airport premises are owned, leased, or permitted for use by tenant.
Products & Completed operations.	As determined by the City.	Aircraft repair or service, fuel and oil sales, aircraft sales, avionics repair, aircraft parts sales, and manufacturing.
Contractual Liability	As determined by the City.	Hold harmless and indemnification agreement is included in a lease. Note: Most premises liability policies include contractual coverage pertaining to Airport leases.
Hangar Keepers Liability	As determined by the City.	Non-owned aircraft are in the care, custody or control of the tenant while on the ground.
Property Insurance	Replacement Value of owned or lease hold premises.	Covers physical damage to premises leased from the Airport or built on Airport property.
Builders Risk Projects	As determined by the City.	Construction
Automobile Liability	\$1,000,000	Owned and/or non-owned motor vehicles are driven on the Airport premises.
Chemical Liability	Usually Statutory	Aerial applicators and fire bombers.
Workers' Compensation	Statutory	Statutory