



JOHN WAYNE AIRPORT

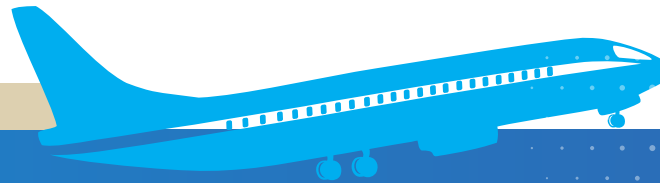
ORANGE COUNTY, CALIFORNIA

GENERAL AVIATION MINIMUM STANDARDS 2019

REVISED 10/21/2019



TABLE OF CONTENTS



01

INTRODUCTION

6

- 1.1 Purpose and Scope 7
- 1.2 Exclusive Rights 8
- 1.3 Applicability 8
- 1.4 Waivers and Modifications 8

02

DEFINITIONS

9

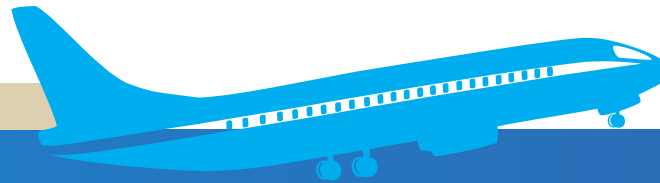
03

GENERAL REQUIREMENTS

14

- 3.1 Prior Agreement/Approval 15
- 3.2 Insurance 15
- 3.3 Financial Standards 15
- 3.4 Environmental Requirements 15
- 3.5 Conduct of Business Operations 15
- 3.6 Management Control and Supervision 15
- 3.7 Personnel Training and Certification 16
- 3.8 Interference with Utilities, Radio, or Navigation Aids 16
- 3.9 Personnel 16
- 3.10 Certificates, Licenses, Permits 16
- 3.11 Maintenance of Premises 16
- 3.12 Reserved. 16
- 3.13 Site Development Standards 17
- 3.14 Time for Performance 18
- 3.15 Airport Security 19
- 3.16 Equipment and Vehicles 19
- 3.17 Reasonable Services and Prices 19

TABLE OF CONTENTS



04

AGREEMENT APPLICATION REQUIREMENTS	20
4.1 Application	21

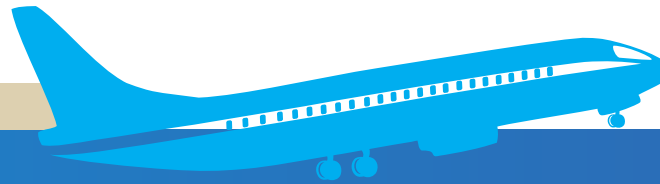
05

FIXED BASE OPERATORS (FBO)	23
5.1 Introduction	24
5.2 Scope of Activity	24
5.3 FBO Minimum Services	24
5.4 Leased Premises	25
5.5 Licenses, Permits, and Certifications	25
5.6 Insurance	25
5.7 Fuel Storage Facilities	25
5.8 Fueling Equipment	25
5.9 Other Equipment	26
5.10 Personnel	26
5.11 Reserved	26
5.12 Subcontracting Services	26
5.13 Aircraft Removal	26

06

SPECIALIZED AVIATION SERVICE OPERATOR (SASO)	27
6.1 Introduction	28
6.2 SASO Services	28
6.3 Leased Premises	28
6.4 Licenses, Permits, and Certifications	28
6.5 Insurance	28
6.6 Equipment	28
6.7 Personnel	28
6.8 Hours of Activity	28

TABLE OF CONTENTS

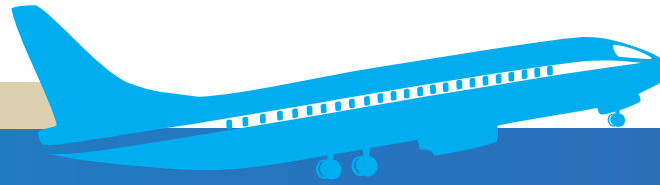


07

COMMERCIAL AERONAUTICAL SERVICES

	29	7.4.2 Licenses, Permits, and Certifications	32
7.1 Applicability	30	7.4.3 Personnel	32
7.2 Aircraft Charter, Taxi, and Regularly Scheduled Air Service Operations	30	7.4.4 Equipment	33
7.2.1 Leased Premises	30	7.4.5 Hours of Activity	33
7.2.2 Licenses, Permits, and Certifications	30	7.4.6 Insurance	33
7.2.3 Personnel	30	7.5 Reserved	33
7.2.4 Equipment	30	7.6 Aircraft Storage	33
7.2.5 Hours of Activity	30	7.6.1 Leased Premises	33
7.2.6 Insurance	31	7.6.2 Licenses, Permits, and Certifications	33
7.3 Aircraft and Aircraft Parts Sales (New & Used)	31	7.6.3 Personnel	33
7.3.1 Leased Premises	31	7.6.4 Equipment	33
7.3.2 Licenses, Permits, and Certifications	31	7.6.5 Hours of Activity	33
7.3.3 Personnel	32	7.6.6 Insurance	33
7.3.4 Equipment	32	7.7 Airframe and Powerplant Repair and Maintenance	33
7.3.5 Hours of Activity	32	7.7.1 Leased Premises	33
7.3.6 Insurance	32	7.7.2 Licenses, Permits, and Certifications	33
7.4 Aircraft Rental	32	7.7.3 Personnel	33
7.4.1 Leased Premises	32	7.7.4 Equipment	33
		7.7.5 Hours of Activity	33

TABLE OF CONTENTS



07

COMMERCIAL AERONAUTICAL SERVICES (continued)

7.7.6	Insurance	34	7.10.1	Introduction	35
7.8	Avionics/Instrument Maintenance and/or Sales	34	7.10.2	Leased Premises	35
7.8.1	Leased Premises	34	7.10.3	Licenses, Permits, and Certifications	35
7.8.2	Licenses, Permits, and Certifications	34	7.10.4	Equipment	35
7.8.3	Personnel	34	7.10.5	Hours of Activity	36
7.8.4	Equipment	34	7.10.6	Insurance	36
7.8.5	Hours of Activity	34	7.11	Specialized Commercial Flying Services	36
7.8.6	Insurance	34	7.11.1	Introduction	36
7.9	Flight Training	34	7.11.2	Leased Premises	36
7.9.1	Leased Premises	34	7.11.3	Licenses, Permits, and Certifications	36
7.9.2	Licenses, Permits, and Certifications	35	7.11.4	Personnel	36
7.9.3	Personnel	35	7.11.5	Equipment	36
7.9.4	Equipment	35	7.11.6	Hours of Activity	36
7.9.5	Hours of Activity	35	7.11.7	Insurance	36
7.9.6	Insurance	35			
7.10	Independent Flight Instructor	35			

08

OPERATORS SUBLEASING FROM ANOTHER 37



01

INTRODUCTION

01 INTRODUCTION

1.1 PURPOSE AND SCOPE

1.1.1

The purpose of these Minimum Standards is to encourage, promote, and ensure: (1) aviation safety and security, (2) the design and development of quality aviation improvements at John Wayne Airport (Airport or JWA), (3) the delivery of high quality aviation products, services, and facilities to Airport users, (4) the economic health of aviation businesses, and (5) the orderly development of Airport property for aviation purposes.

1.1.2

Commercial Aeronautical Services may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be established by the Airport Director on a case-by-case basis for such activities and incorporated into the operator's agreement or permit.

1.1.3

Nothing in these Minimum Standards shall limit or constrain the legitimate authority of the Airport Director or designee.

1.1.4

The Transportation Security Administration (TSA)-approved Airport Security Plan (ASP) for the Airport requires the control of access to each Air Operations Area (AOA) to prevent the entry of unauthorized persons and ground vehicles and to control the movement of authorized persons and ground vehicles. The Federal Aviation Administration (FAA) approved Airport Certification Manual (ACM) outlines provisions for safety standards at the Airport. The Airport Rules and Regulations serve as the operating procedures for safety and security requirements at the Airport. These Minimum Standards contain select provisions of the ASP and the ACM that pertain to safety and security requirements while also providing for additional operating procedures. Should a conflict exist between these Minimum Standards and provisions in the ACM, the TSA-approved ASP, or the Airport Rules and Regulations, the FAA-approved ACM shall take precedence.

1.1.5

The Airport reserves the right to amend these Minimum Standards as needed to ensure consistency with any applicable laws, ordinances, rules, regulations, agreements, etc. For existing leases or operating agreements that may conflict with these Minimum Standards, these standards do not supersede the conflicting terms of the existing agreements. However, whenever an Operator's agreement with the Airport is entered or amended, or any sublease or subcontract granted by an Operator, the provisions of these Minimum Standards as they exist at the time of such agreement, amendment, sublease, or subcontract shall apply.

01 INTRODUCTION

1.2 EXCLUSIVE RIGHTS

1.2.1

In accordance with federal law and Grant Assurances, the granting of rights or privileges to provide commercial aeronautical services 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.

1.2.2

The presence on the Airport of only one entity providing a particular commercial aeronautical service does not, in and of itself, indicate that an exclusive right has been granted. It is the policy of the County of Orange (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 provide a commercial aeronautical service on terms that are reasonable and not unjustly discriminatory will be made available to those entities meeting the qualifications and the requirements set forth in these Minimum Standards, 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.

1.3 APPLICABILITY

1.3.1

These Minimum Standards specify the standards and requirements that must be met and complied with by Operators at the Airport.

1.3.2

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 use of Airport land and/or improvements to provide aeronautical services. If an entity desires, under the terms of an existing agreement or permit, to change its aeronautical services, the Airport shall, as a condition of its approval of such change, require the entity to meet and comply with these Minimum Standards, except as noted in this section.

1.3.3

These Minimum Standards shall apply to all aeronautical service providers, with the exceptions noted below. These Minimum Standards do not apply to:

- The Airport itself (except for instances in which the Airport itself exercises any of the rights and privileges referred to in Grant Assurance 22);
- Commercial Aeronautical Service providers as set forth in Section 1.1.2 above.

- Commercial air carriers providing scheduled passenger and cargo service operating under a separate lease and/or operating agreement with the Airport; and

- Non-aeronautical commercial service providers which by nature of their operations or services are not directly associated with Commercial Aeronautical Services, such as restaurants, rental cars, concessions, taxis, shuttle vans, etc., located on or otherwise serving the Airport.

1.3.4

These Minimum Standards are not intended to be all-inclusive; Commercial Aeronautical Service providers are also subject to all applicable federal, State, and local laws, codes, ordinances, rules, regulations, including the Airport Rules and Regulations, as may be amended from time to time.

1.4 Waivers and Modifications

1.4.1

The Airport Director may, but in no event shall be obligated to, waive one or more of the Minimum Standards applicable to an Operator for good cause shown upon written request by the Operator, provided that such waiver would not adversely affect public health or safety, the quality of service provided by the Operator to the public, or Airport finances or operations, or would not violate any applicable federal, State, or local law, statute, ordinance, rule, regulation, or Grant Assurance.



02

DEFINITIONS



02 DEFINITIONS

Abandoned – Any piece of equipment, aircraft, or vehicle that is non-airworthy, or does not meet State of California requirements for operation, or has no current registration or airworthiness certificate, or has a mechanical defect and is incapable of being driven or flown.

Air Charter or Taxi Operation – The commercial operation of providing air transportation of person(s) or property for compensation or hire by either on a charter basis or as an air taxi (non-scheduled) operating under appropriate federal regulation and operating certificate.

Air Operations Area (AOA) – That portion of the Airport, specified in the Airport Security Program, in which security measures required by 49 CFR Part 1542 are carried out. The AOA includes, generally, the aircraft operating area side of the terminal building and security fencing, including baggage-handling sections, aircraft parking areas, hangars, Fuel Storage Facilities, runways, taxiways, perimeter or service roads, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft – Any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

Aircraft Fuel – All flammable liquids composed of a mixture of selected hydrocarbons and non-hydrocarbons, expressly manufactured and blended for effectively and efficiently operating piston or turbine engines used by aircraft.

Aircraft Owner – A person, company, agency, or entity holding legal title to an aircraft, or any person, company, agency or entity having exclusive possession and control of an aircraft.

Aircraft Rental – The commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales – The sale and/or leasing of new and/or used aircraft through franchises, licensed dealership or distributorship, or individually, either on a retail or wholesale basis; and also provides such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by the Operator.

Aircraft Storage - A commercial operation that develops and leases facilities, such as conventional and/or T-type hangars and tie-down areas, for the purpose of offering Aircraft storage services to the general flying public.

Airframe and Powerplant Repair and Maintenance – The provision of one (or a combination of) airframe and powerplant overhaul, maintenance, and repair services. Such maintenance services require a certificate issued by FAA under 14 CFR Part 145, with all FAA ratings, licenses, and relevant experience appropriate to the work being performed.

Airport or “JWA” – John Wayne Airport, Orange County, California.

Airport Director – The Director of John Wayne Airport, County of Orange.

Airport Layout Plan (ALP) – Also ALP Sheet or ALP Set means a graphic presentation to scale of existing and proposed Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show conformance with applicable FAA Airport planning and design standards.

Airport Security Plan (ASP) – The TSA-approved document outlining security requirements for John Wayne Airport under TSA Regulations Parts 1540 and 1542.

Based Aircraft – An aircraft that is operational & airworthy, and which is based at the Airport for a majority of the year. To be considered a Based Aircraft, the aircraft must be:

- An aircraft that has an agreement with JWA or an FBO for storage or parking at JWA;
- An aircraft that spends a majority of the year at JWA;
- An aircraft that is not Abandoned; and
- An aircraft that has a valid/current FAA airworthiness certificate.

CFR – Code of Federal Regulations.

02 DEFINITIONS

Commercial Aeronautical Service – A service which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, and includes those services provided by an FBO or SASO, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective(s) are accomplished. Commercial Aeronautical Services other than those listed herein may be provided at the Airport at such time that the Minimum Standards have been updated to include standards for those particular services or pursuant to Airport contract solicitation outside of these Minimum Standards.

Controlling Interest – (a) ownership of a sufficient number of shares of stock in a company to control company policy; (b) ownership of a quantity of shares in a business that is sufficient to ensure control over its direction; or (c) ownership of 51% or more of the voting stock (shares) that gives the stock owner(s) legal control of a firm.

Environmental Laws – Any federal, State, or local laws, statutes, ordinances, codes, judgments, orders, rules, or regulations pertaining to the environment and/or human health, Hazardous Materials, Pollutants, occupational safety and health, industrial hygiene or the environmental conditions on, at, under or about the Airport, and includes, without limitation, the following:

- (ii) Clean Water Act, 33 U.S.C. § 1251 et seq.;
- (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act Of 1986 (“CERCLA”), 42 U.S.C. § 9601 et seq.;
- (iv) 49 C.F.R. Subchapter C (Transportation of Hazardous Materials);
- (v) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1986 and Hazardous and Solid Waste Amendments of 1984 (“RCRA”), 42 U.S.C. § 6901 et seq.;
- (vi) the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.;
- (vii) the Federal Water Pollution Control Act, 33 U.S.C. § 1317 et seq.;
- (viii) the Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”);
- (ix) California Health and Safety Code §§25100, 25395.7, 25915 et seq.;
- (x) the Porter-Cologne Water Quality Control Act (California Water Code);
- (xi) California Civil Code § 3479 et seq.;
- (xii) Storm Water Discharge Rules, 40 C.F.R. §§ 122.26, 122.30-37;
- (xiii) the Carpenter-Presley-Tanner Hazardous Substances Account Act;
- (xiv) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.;

(xv) the Safe Drinking Water Act, 24 U.S.C. § 300f, et seq.; and

(xvi) all other federal, State, and local laws, rules, orders, directives, and codes, regulations, judgments, and orders relating to:

(a) emissions, discharges, releases, and/or threatened releases of Hazardous Materials into the environment (including, but not limited to, ambient air, surface water, groundwater, land surface, or subsurface strata); and

(b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Materials, as such laws are amended, and the regulations and administrative codes applicable thereto.

Equipment – All machinery, together with the necessary supplies, tools, and apparatus necessary to properly conduct the activity or services being performed.

FAA – The Federal Aviation Administration of the United States Department of Transportation.

Flight Training - Any entity engaged in instructing pilots and students in dual or solo operation of Aircraft, and providing related ground school instruction. All flight training Operators are required to have a Flight School License Agreement issued by JWA. Flight and ground training includes any training in preparation to take any FAA written examination and/or flight check ride for any license, or any type, class, or category rating, upgrade training, or to maintain currency and proficiency as defined by FAA, whether or not such written exams or check rides are actually taken.

02 DEFINITIONS

Fuel Storage Facilities – Facilities where Aviation Fuel, including low-lead aviation gas and jet fuel, diesel, or other hazardous materials are stored. These facilities must be in areas designated, inspected and approved by the Airport, County, and State, as appropriate, and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the Airport, including those promulgated by the National Fire Protection Association (NFPA).

Full Service Fixed Base Operator (FBO) – An Operator engaged in the sale of products and services, and subleasing of facilities to Aircraft Owners and operators including, at a minimum, the following:

- Provide Aircraft line services;
- Provide Aviation Fuel, engine oil, and lubricants for sale to general aviation customers, as well as provide into-plane delivery of Aviation Fuel;
- Manage and provide hangar storage and tie-down facilities;
- Provide Airframe and Powerplant Repair and Maintenance services;
- Provide and manage Transient Aircraft Parking;
- Provide Air Charter services;
- Manage fueling operations; and
- Provide Aircraft washing facilities.

GANO – The General Aviation Noise Ordinance adopted by the County to regulate the hours of operation and the maximum permitted noise levels associated with general aviation operations.

Grant Assurance - Provision(s) within the sponsor grant agreement promulgated by the FAA with which the Airport must comply, as they may be amended from time to time, or such similar agreement issued by a State or local governmental entity if so specified.

Hazardous Materials – Any substance, pollutant, contaminant, radiation, or chemical which is hazardous to human health or safety or the environment, including, without limitation, all of those substances which are listed or defined as “pollutants,” “contaminants,” “hazardous materials,” “hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,” “solid wastes,” or other similar designations pursuant to Environmental Laws, including, without limitation, petroleum (including crude oil or any fraction thereof), any petroleum product, asbestos-containing materials, and poly-chlorinated biphenyls.

Itinerant Aircraft (or Transient Aircraft) – Any aircraft that is not a Based Aircraft. Itinerant aircraft are based elsewhere and may park or hangar at the Airport for less than the majority of the time in any given year.

Limited Service Fixed Base Operator – A commercial Operator engaged in the sale of products and services, and subleasing of facilities to Aircraft owners and operators including, at a minimum, the following:

- Provide Aircraft line services;
- Manage and provide hangar storage and tie-down facilities;
- Provide and manage Transient Aircraft parking;
- Provide light aircraft repair and maintenance services;
- Provide and manage an above-ground, self-contained, self-service fueling facility for avgas only (with no provision of into-plane delivery); and
- Provide Aircraft washing facilities.

NFPA - The National Fire Protection Association.

Non-Commercial Aeronautical Activity - Activity by any entity that provides aviation service(s) or operates equipment and facilities solely for its own benefit, not for the benefit of the public, nor for any compensation, hire, or profit.

Operator - Any entity conducting a Commercial Aeronautical Activity at the Airport.

Security Identification Display Area (SIDA) - The portion of the Airport to which access is restricted and in which persons with unescorted access rights must display duly authorized identification badges at all times, as set out and required by the approved Airport Security Program.

02 DEFINITIONS

Self-Fueling and Owner Maintenance - The fueling or servicing of an aircraft (including changing the oil, washing aircraft, and maintenance allowed by FAA) by the owner of the aircraft with the owner's employees and using the owner's own equipment.

Self-Fueling and Owner Maintenance may not be contracted out to another party, nor may fuel, or other related products or services be sold or traded by the owner to another entity. Self-fueling entails using fuel obtained by the Aircraft Owner from the source of his/her preference and transported to the Airport (See Airport Rules and Regulations Section 6.13). Self-fueling differs from using a self-service fuel pump made available by the Airport or an FBO or an aeronautical service provider. The use of a self-service Aviation Fuel pump made available by the Airport or an FBO is a commercial activity and is not considered self-fueling as defined herein.

Self-Service Fueling - Using a self-service Aviation Fuel pump made available by the Airport or an FBO. The use of a self-service fueling facility is a commercial activity and is not considered self-fueling as defined above.

SPCC - Spill Prevention, Control, and Countermeasure Plan to provide guidance on work practices that will reduce the potential for discharges of oil to the navigable waters of the United States or adjoining shorelines.

Specialized Aviation Service Operator (SASO) – A person or entity that is not an FBO conducting one or more Commercial Aeronautical Services. Aircraft fueling and line service may not be performed as a Specialized Aviation Service; only approved FBOs may offer aircraft fueling and line services.

Sublease or Subcontract - An agreement entered into by an Operator with a third party that assigns, transfers, or conveys limited rights or interests to provide services as an Operator on the Airport. Sublease and subcontract agreements must be submitted for review and prior approval by the Airport Director. All sublease and subcontract agreements must be submitted electronically to JWA upon execution. As used in these Minimum Standards, Sublease or Subcontract does not mean the agreement between an Operator and a tenant related to basing an aircraft, or otherwise purchasing one or more aeronautical service(s) provided by the Operator in the normal course of doing business on the Airport.

SWPPP - Stormwater Pollution Prevention Plan. This SWPPP sets forth specific practices, procedures, monitoring, and reporting that are the responsibility of designated Facility personnel to implement.

TSA – The Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for the regulation of airport security, or any such successor agency.

Transient Aircraft Parking - Shall mean parking designated at an FBO within the AOA for the temporary use by Itinerant Aircraft.



03 GENERAL REQUIREMENTS

03 GENERAL REQUIREMENT

3.1 Prior Agreement/Approval

Prior to the commencement of operations, a prospective Operator will be required to enter into a written agreement with the Airport, which agreement will recite the terms and conditions under which it will operate on the Airport, including, but not limited to: the term of agreement, the applicable rates, fees and charges; the rights, privileges, responsibilities, and obligations of the respective parties; the definition and boundary of the assigned premises and/or improvements subject to the agreement; the specific types and levels of service(s) to be provided; and the insurance coverages to be provided by the Operator.

The conditions outlined in these Minimum Standards do not represent a complete recitation of the provisions and covenants to be included in the written agreement. For purposes of these Minimum Standards, “agreement” shall include any legally enforceable contract between the Airport and an Operator, whether termed a contract, lease, license, or permit. A “subtenant” shall be any person or entity under agreement with an Operator to engage in any activity at the Airport.

Operators are required to comply with the provisions of these Minimum Standards as well as their agreement with the Airport. If an Operator has an existing agreement with the Airport at the time the Minimum Standards are adopted or amended, and if compliance with the Minimum Standards would create a

conflict with the agreement, the agreement shall prevail until such time that it is amended or a new agreement is entered, at which time Operator will fully comply with the Minimum Standards.

3.2 Insurance

Each Operator and its subtenants and subcontractors shall procure and maintain, during the full term of their agreement, insurance of the types and minimum coverage limits set forth by the Airport Director in the agreement between the Operator and Airport for the aeronautical services included therein. Insurance requirements, types, and limits may be adjusted or changed at any time as reasonably necessary to cover Operator’s activities, and Operator must comply with any such adjustments or changes. The Operator shall ensure that its subtenants and subcontractors comply with these insurance requirements.

3.3 Financial Standards

Each Operator must clearly demonstrate financial capability to initiate operations, construct and maintain all improvements and appurtenances that are required commensurate with the operation(s) and service(s) to be provided, and shall also demonstrate its ability to provide adequate working capital to successfully perform the contemplated operations(s) and service(s) once initiated through the full term of the agreement.

3.4 Environmental Requirements

Each Operator shall strictly comply with all the applicable Environmental Laws, including the Airport’s SWPPP and SPCC, and with generally accepted environmental best management practices (BMPs) and standards.

3.5 Conduct of Business Operations

Each Operator shall conduct all of its operations in a safe and professional manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and activities at similar Airports in like markets. The Airport expects the Operator to strive to consistently meet (or exceed) its customers’ expectations by providing excellent service, in a positive and timely manner, and full view of the public. Operators are encouraged to exceed Minimum Standards.

3.6 Management Control and Supervision

Each Operator shall be responsible for ensuring that it has provided adequate management control and supervision for each service and operation provided on the Airport at all times while such services are being offered. A minimum of one designated manager and assistant manager under the employ of the Operator shall be on duty at all times during times when services are offered, and operations are occurring at the Airport. Managers shall also be available after normal business hours in the event of an emergency.

3.7 Personnel Training and Certification

Each Operator shall ensure that all personnel in its employment and/or under its control at the Airport shall receive all required training and certification necessary to provide each service and conduct operations on the Airport in a safe and efficient manner as required by the Airport and all governmental agencies having jurisdiction over the Airport, including without limitation the FAA and TSA. Each Operator shall ensure that all personnel in its employment and/or under its control at the Airport shall have current certifications and identification badges required to perform services in designated areas of the Airport. Copies of all said certificates and badges, including any revisions and amendments, shall be provided to the Airport at the Airport Director's request.

3.8 Interference with Utilities, Radio, or Navigation Aids

Each Operator shall ensure that it will not interfere with, interrupt, or disrupt any utilities, radio, or navigation aids that are located on or that otherwise serve the Airport. Any activities or operations that may potentially interfere with, interrupt, or disrupt any utilities, radios, or navigation aids shall be approved by the Airport before such activities or operations being conducted by the Operator, its employees, or agents.

3.9 Personnel

During all operating hours, each Operator

shall employ and have on duty trained and qualified personnel in such numbers and with such relevant experience, certificates, and ratings as are required to meet these Minimum Standards efficiently, for all aeronautical services and activities being provided by each Operator. Each Operator shall employ a fully qualified, competent, experienced full-time onsite manager who shall supervise and direct the performance of all Aeronautical Services provided by the Operator, and one or more qualified assistant managers to act for the manager in his or her absence. Each Operator's employees shall, at all times, be neat and courteous, and shall carry appropriate identification as required by the Airport, FAA, and TSA. Each Operator's employees may not use, possess, or be under the influence of alcohol, illegal drugs, or controlled substances while on the Airport, nor possess firearms at the Airport. Each Operator shall closely monitor its employees to ensure compliance with these provisions, as well as consistently high-quality service. If permitted by law, the Airport Director may, at his or her discretion, direct an Operator to remove from employment at the Airport any employee who violates the Airport Rules and Regulations, the terms of the Operator's agreement, or any provision of these Minimum Standards.

3.10 Certificates, Licenses, Permits

Each Operator shall obtain and maintain in full force and effect all FAA and other required certificates, licenses, and permits necessary

for the services being provided and the operations being conducted at the Airport. Each Operator shall provide a copy of each license, certificate and permit to the Airport Director if requested by the Airport Director, which shall be updated from time to time as required.

3.11 Maintenance of Premises

Each Operator shall, at its sole cost and expense, maintain, repair and keep in good condition at all times all of its designated premises. If an Operator fails to maintain or make repairs or replacements as required herein, Airport Director shall notify or attempt to notify the Operator in writing of said failure. Should the Operator fail to correct the failure within fifteen (15) days or as otherwise specified in the notice, Airport Director shall have the right, but not the obligation, to enter the leasehold premises to make the necessary correction, repair, and/or replacement, or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, and equipment, shall be charged to the Operator. An administrative fee equal to fifteen percent (15%) of the sum of such items also shall be paid by the Operator within ten (10) days of receipt of a statement of said cost from Airport Director. Airport Director may, at his or her discretion, pursue other remedies as provided in law or equity, including termination of the Operator's agreement.

3.12 Reserved.

3.13 Site Development Standards

1. Location. Each Operator's facilities may be situated only in those areas of the Airport specified for such use on the approved Airport Layout Plan (ALP), the certified Environmental Impact Report applicable at the time of submission, the Operator's agreement, and as approved by the Airport Director.

2. General Requirements. Operators shall meet all applicable FAA requirements, including remaining clear of designated airspace, imaginary surfaces, navigation aid critical areas, and line of sight criteria, as well as applicable building and fire codes, zoning ordinances, and other standards that apply to the particular facilities and improvements being constructed.

3. Site Plan. Applicants who propose services as an Operator shall provide building layout and site development plans, to scale and in sufficient detail that demonstrates functional compliance with the applicable Minimum Standards, as well as sufficient facilities and space to adequately, efficiently, and safely perform all of the proposed services. Site development plans shall be reviewed and approved by the Airport Director before any construction.

4. Airport Design Criteria. Construction of all improvements and infrastructure by an Operator must conform to and fully comply with the plans and specifications submitted by the Operator and approved by the Airport Director. All facilities and improvements shall meet the Airport's Tenant Design and Construction Guidelines as well as Architectural Guidelines applicable at the time of submission. At the discretion of the Airport Director, any structure that violates these requirements shall be subject to removal or remediation at the Operator's expense. The Airport Director will have the right to review all plans and specifications for any Improvements to be constructed on the premises to determine compliance with such requirements. The approval by the Airport Director shall not constitute a representation or warranty as to such conformity or compliance, but responsibility, therefore, shall at all times remain with the Operator.

All tenant projects are required to comply with applicable local ordinances and requirements and to design and build to the Tier 1 requirements of the California Green Building Standards Code, Part 11 of Title 24 of the California Code of Regulations (CALGreen Tier 1). Sustainable design and construction considerations include, but are not limited to:

- Low Emitting Materials – Tenants are required to specify and install low emitting materials by CALGreen Tier 1 requirements including adhesives, sealants, and caulks; paints and coatings; carpet; and composite wood products.
 - Resilient Flooring Systems – Tenants are required to select flooring systems by CALGreen Tier 1 requirements.
 - Material Sources – Tenants are required to select regional, bio-based, reused, and recycled content materials by CALGreen Tier 1 requirements, including consideration of enhanced durability and reduced maintenance.
 - Tenants shall be responsible for all fees associated with required building permits, any and all development fees and/or assessments, inclusive of any fees due to the Transportation Corridor Agency.
5. Design/Construction Review. Operators shall not construct, install, remove, or modify any improvements on their premises without the prior written approval by the Airport Director of the Operator's plans and specifications for the proposed project. All plans shall be complete and submitted in accordance with the applicable provisions of the lease, permit, or agreement, and in conformance with the Airport's Tenant Design and Construction Guidelines, as well as Architectural Guidelines.

6. Bonds and Insurance. An Operator engaging in site improvement shall provide or cause to be provided to the Airport before the commencement of any construction of any improvements, a valid performance bond and payment bond, each in the amount of the maximum estimated hard construction costs, for the successful construction of its improvements. Said bonds shall be maintained and kept in full force and effect until work items called for in the Operator's agreement with the Airport are complete. The bonds shall be conditioned to ensure performance and payment by the Operator and its construction contractor of all Improvements required and proposed by the Operator, and to stand as security for the successful completion of the built Improvements on the premises and for payment of any valid claim by the Airport against the Operator or its contractor associated with the construction of the improvements. The bonds shall be in a form acceptable to the Airport and shall be issued by a surety licensed to issue such bonds in the State of California. If the Operator engages any contractors and subcontractors to construct improvements on its premises, the contractors and subcontractors must carry appropriate builders risk and commercial general liability policies as required at that time for construction projects on Airport property.

7. Other Facilities. Each Operator shall ensure that its facilities at all times meet applicable building or fire codes, zoning ordinances, and FAA requirements, which may include but not be limited to a paved walkway within the leasehold area to accommodate pedestrian access to the Operator's office; and a paved aircraft apron with tiedown facilities within the leased area sufficient to accommodate its services and operations as provided.

8. Landscaping. Landscaping of facilities is required. Each Operator will be required to provide a plan for landscaping its area to be approved by the Airport Director and maintained by the Operator in a neat, clean and aesthetically pleasing manner.

9. Right of Relocation. The Airport shall have the right to relocate Operator's premises when necessary to accommodate the Airport development. If relocation becomes necessary, the Airport shall endeavor to provide the Operator with a replacement area substantially equivalent in size and amenities. If the Airport requires an Operator to relocate or surrender any portion of its facilities during the term of the agreement, the Airport will reimburse the Operator for all documented actual and reasonable out-of-pocket expenses and costs, including the unamortized cost of improvements, as provided in the agreement.

10. Ownership of Improvements. All right, title, and interest in any improvements constructed by or for an Operator on the Airport shall fully vest in the Airport upon the expiration or termination of the Operator's agreement with the Airport. If requested by the Airport, the Operator shall execute and deliver to the Airport such documents as may be required to evidence the Airport's ownership of such improvements.

3.14 Time for Performance

Each Operator shall begin construction of leasehold improvements as presented in the approved site plans and specifications and in conformance with the Airport's Tenant Design and Construction Guidelines within a reasonable period or as defined in the agreement. Completion of work on improvements must be accomplished within the timeframe approved by the Airport Director. If the Operator requires additional time to either begin construction or to complete construction of improvements, it must obtain written approval from the Airport Director prior to such timeframe expiring.

3.15 Airport Security

Each Operator, its employees, agents, and contractors, shall:

- Fully comply with the Airport Rules and Regulations as well as abide by all provisions of the Airport Security Plan or similar instrument approved by the FAA and/or TSA, and agrees to institute and carry out all measures as provided in the Security Plan, as may be amended from time to time;
- Complete the security training required by the Airport and TSA before gaining access to restricted areas of the Airport (including but not limited to the AOA and SIDA);
- Complete a background check and security threat assessment (STA) as required by the Airport and TSA, and provide all necessary documentation to the Airport Director before allowing access of such personnel to secured areas of the Airport (including but not limited to the AOA and SIDA);
- Fully comply with all appropriate Airport, TSA, and FAA regulations, including but not limited to 14 CFR Part 139 and 49 CFR Parts 1540 and 1542.

If an Operator's premises are located in a restricted area accessible only to those persons displaying a security identification badge issued by Airport (including but not limited to the AOA and SIDA), each person working on the premises must wear the badge at all times while on the Airport. The cost to obtain each badge, including its replacement, will be paid for by Operator.

Each Operator shall control its premises to prevent unauthorized access to the AOA and/or SIDA.

Each Operator must use the Airport's approved access control system/vendor to secure AOA access portals on the Operator's site. The cost of the access control system installation and maintenance of all equipment will be borne by the Operator. The Airport reserves to change vendors from time to time and the Operator will use the Airport approved vendor for all installation and maintenance needs. The Operator may request to install an independent access control system, subject to Airport approval.

Each Operator shall submit a construction security plan for all major construction activity occurring inside the AOA, or affecting Airport security. The plan must be submitted in writing and approved by the Airport and TSA before beginning construction activity.

3.16 Equipment and Vehicles

Each Operator shall ensure that on-Airport transportation of personnel and equipment using the Operator's facilities and services is conducted solely in the Operator's vehicles. Except as otherwise properly authorized, customer motor vehicles are not permitted on the AOA unescorted. The Operator-owned or operated motor vehicles driven on the Airport, particularly the AOA, shall do so only in strict accordance with Airport Rules and Regulations, and all applicable federal, State, and local laws and regulations.

Any vehicles authorized to operate within the movement area will be equipped to appropriately communicate with FAA air traffic control and Airport Operations. Each vehicle will also be equipped with a rotating operating beacon or FAA approved flag, or such other equipment as FAA or the Airport shall require. The Airport shall impose vehicle training and licensing requirements on the Operator, and at its sole discretion, charge a fee for on-Airport driving privileges.

3.17 Reasonable Services and Prices

Operators shall furnish all services on a reasonable, and not unjustly discriminatory, basis to all Airport users, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Operators may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.



04

AGREEMENT APPLICATION REQUIREMENTS

04

AGREEMENT APPLICATION REQUIREMENTS

4.1 Application

An application for an agreement to provide Commercial Aeronautical Services at the Airport will typically be submitted in response to a request issued by the Airport. The Airport's request will specify the requirements for such applications, and the terms and conditions of the solicitation and any conflicting terms of a model contract presented with such a solicitation will supersede the requirements of this Section. If the Airport's solicitation does not seek an item of information listed in this Section, then such information is not required for that particular solicitation process.

The Airport may also accept and consider unsolicited applications to provide Commercial Aeronautical Service(s). Each prospective Operator shall submit a written application to the Airport Director including the following information and, after that, shall provide such additional information as may be requested by the Airport Director.

1) Intended Scope of Services. The prospective Operator must submit a detailed description of the scope of the proposed operation, and the means and methods to be employed to accomplish the contemplated operation, including, at a minimum, the following:

a) The legal name, physical address, telephone number, and email address of the applicant. If the applicant is a corporation, include the legal name, physical address,

telephone number, and email address of each of the corporations' officers and Airport Director. If the applicant is a partnership, provide the legal name, address, telephone number, and email address of all general partners. Also provide the legal name, physical address, telephone number, and email address of any person that holds a Controlling Interest, directly or indirectly, in the applicant. Applicant must disclose if any officer, Airport Director, partner, or person having a controlling interest in applicant is also an officer, Airport Director, partner, or a person holding a Controlling Interest in any other Commercial Aeronautical Service provider at the Airport.

b) The legal structure of the company and attach all documents pertinent to said legal structure, such as incorporation papers, where the company is incorporated and licensed, where the company headquarters is located, as appropriate.

c) The proposed date for commencement of the service(s), and the requested term of conducting the same.

d) The specific service(s) to be offered.

e) The amount, size, and location of real property required for the application's operation, and the size, type, and location of any buildings to be constructed and/or leased.

f) The number and type of aircraft to be parked, serviced, or provided (as applicable based on the service(s) to be provided).

g) The number of persons to be employed (including the names, titles, addresses, and qualifications of key employees).

h) The hours of the proposed operation, fully considering the minimum requirements stipulated herein.

i) A list of material assets, goods, and equipment necessary or required to perform the proposed services that are owned, leased, or under purchase contract by the applicant. Copies of such leases and contracts shall be provided to the Airport Director upon request.

j) Copies of pertinent licenses, certifications, and permits possessed by the applicant, or its key employees to be based at the Airport, necessary or required to perform the proposed services.

k) Certificates of insurance demonstrating proof of minimum coverage as required by the Airport.

l) Such other or additional information as may be required in these Minimum

Standards, or that the Airport Director may reasonably require to evaluate the application.

m) List and describe any outstanding liens, lawsuits, or legal judgments issued against the company or any of its owners and County or Airport within the previous five (5) calendar years. As applicable, list the relevant jurisdiction, dates, a brief description of the matter, and whether it has been resolved.

04

AGREEMENT APPLICATION REQUIREMENTS



2) Financial and Managerial Responsibility and Capability. The prospective Operator must demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry out the contemplated operations throughout the term of the agreement.

3) Relevant Experience. The prospective Operator must demonstrate applicable relevant experience at airports within the previous three calendar years.

The Airport Director shall consider the application once the prospective Operator has submitted a complete application. To the maximum extent allowable by law, the Airport Director reserves sole and absolute discretion to determine whether the best interests of the Airport are served by accepting an application, delaying the processing of an application, requesting additional relevant information from the applicant, requesting applications from other similar prospective Operators, or denying an application.

Any information submitted to the Airport, whether provided in response to a request or unsolicited by the Airport, will constitute a public record which may be subject to public disclosure as required by the California Public Records Act (Government Code § 6250 et seq.). The Airport shall be in no way liable for the public disclosure of any information provided by an applicant pursuant to these Minimum Standards.



05

FIXED BASE OPERATOR (FBO)

GATE



5.1 Introduction

Each FBO shall comply with the Minimum Standards and requirements contained in this Section, as well as for each aeronautical service provided on the Airport. Each FBO is encouraged to exceed the Minimum Standards.

5.2 Scope of Activity

Each FBO shall provide a minimum of those services specified by the applicable request for applications (e.g. Request for Proposal) issued by the Airport. Each FBO shall conduct its business and activities on and from the leased premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced FBOs providing comparable products, services, and activities from similar Airports in like markets. Each FBO will make their facilities and services available for public use on reasonable terms and without unjust discrimination with respect to similarly situated types, kinds, and classes of aeronautical users.

5.3 FBO Minimum Services

Each Full Service Fixed Base Operator and each Limited Service Fixed Base Operator shall provide the minimum services listed in their respective definitions. Additional minimum services may be required by a solicitation and/or FBO agreement, and these Minimum Standards shall not limit such additional requirements.

Aircraft Fueling Services. Each Full Service FBO shall make available for sale and shall provide into-aircraft retail delivery of a recognized brand of Aircraft Fuel (including, but not limited to, avgas and jet fuel), motor oil, and lubricants as required by the types of aircraft normally utilizing the Airport. Recognized brand means a fuel producer and wholesaler or supplier that meets (or exceeds) all applicable federal and state standards and guidelines, and that demonstrates a record of providing Aircraft Fuel in California.

The FBO shall provide proper fuel dispensing equipment to service Aircraft, including mobile fuel dispensing equipment to service the type of Aircraft operating at the Airport. Separate dispensing pumps for each grade of fuel are required. Fuel may only be stored in Airport-approved storage tanks, and the FBO is responsible for replenishing such tanks in order to maintain an adequate fuel supply in accordance with industry standards.

All fuel handling and storage facilities, equipment, and procedures shall strictly comply with all applicable federal, State, and local laws and regulations, including without limitation, rules and regulations promulgated by the Airport, the State of California, U.S. Environmental Protection Agency, the County, and the FAA, as well as procedures promulgated by NFPA, all as they may be amended from time to time. Fueling personnel shall be properly trained and qualified to perform their assigned duties, including an Airport issued fueling license. The FBO shall

ensure that only clean fuel, free of water or other contaminants, is delivered into the aircraft serviced. The FBO shall maintain current fuel reports on file and available for review at any time by the Airport Director.

The FBO shall develop and maintain current a fuel quality control and best management practices plan, and shall provide the Airport Director a copy of the said plan for review and approval, as well as any amendments or updates.

All fueling services and systems shall be subject to inspection for fire and other hazards by the Airport Director and other Airport representative, and by appropriate State and local fire and safety officials. The FBO is required to ensure it maintains its Orange County Fire Authority permit at all times.

The FBO shall adopt and maintain a current SPCC in accordance with applicable federal, State, local, and Airport laws, rules, and regulations, which shall be consistent with the Airport's current SPCC Plan.

Each FBO shall also develop and maintain Standard Operating Procedures (SOPs) for fueling and line services. Each FBO's SOPs shall include a training plan, fuel quality assurance procedures, record keeping, best management practices, Airport security procedures, and emergency response procedures for fuel fires and spills. FBO SOPs shall also address bonding and fire protection; public protection; control of access to Fuel Storage Facilities and vehicles; and



marking and labeling of fuel storage tanks and refueling vehicles. A prospective FBO shall submit its SOPs to the Airport for review, comment, and approval no later than 60 days before commencing activities at the Airport.

Each FBO shall comply (without limitation) with the following standards, codes, and requirements applicable to fueling service, as may be amended or updated from time to time.

- NFPA 407, “Standard for Aircraft Fuel Servicing”.
- FAA Airport Circular AC 150/5230-4A, “Aircraft Fuel Storage, Handling and Dispensing on Airports.”
- FAA Advisory Circular 00-34A “Aircraft Ground Handling and Servicing.”
- Code of Federal Regulations 14 CFR Part 43, “Maintenance, Preventive Maintenance, Rebuilding, And Alteration.”
- Code of Federal Regulations 14 CFR Part 139, Section 321(e)(1), “Handling and Storing of Hazardous Substances and Materials”.
- Applicable State of California and County of Orange Building and Fire Codes.
- Applicable fuel tank standards/specifications as adopted by the Airport.

Aircraft Line Services. Each FBO shall offer and/or provide suitable hard surface aircraft maneuvering, parking, and hangar storage facilities; adequate tie-down facilities and equipment, including ropes, chains and other

types of restraining devices, and wheel chocks for the typical number and type of aircraft simultaneously using the FBO during peak periods; and adequate loading, unloading, and towing equipment to safely and efficiently move and store aircraft in times of all reasonably expected weather conditions.

Each FBO shall also offer and/or provide adequate ground service equipment, including, but not limited to, ground power and starting equipment, fire extinguishers, oxygen carts, portable compressed air, towing equipment, disabled aircraft recovery equipment, washing and cleaning facilities, and such other equipment, supplies and spare parts as may be reasonably required to service general aviation aircraft at the Airport in accordance with aircraft manufacturers’ recommendations.

5.4 Leased Premises

Each FBO shall lease real property on the Airport as provided by the solicitation process. Improvements shall meet all applicable federal, State, and local building and fire codes, as well as federal and State access requirements, including the Americans with Disabilities Act (ADA), as well as be in full compliance with these Minimum Standards. All facilities and improvements shall be constructed and maintained in a standard and level of quality consistent with similar facilities at similar or larger airports, as determined by the Airport Director. Each FBO’s security system must fully comply with all applicable Airport specifications and requirements. Each FBO shall provide for collection and proper

disposal of waste oil, solvents, and oily rags generated by general aviation self-service activities on its leased premises.

5.5 Licenses, Permits, and Certifications

Each FBO shall obtain and maintain in current condition all necessary licenses, permits, and certifications applicable to the services being provided. Each FBO shall provide a copy of each license, permit, and certificate to the Airport Director upon request, including any renewal, update, or modification to it.

5.6 Insurance

Each FBO shall carry and maintain insurance throughout the term of their agreement that meets or exceeds the requirements specified in the agreement.

5.7 Fuel Storage Facilities

Each Full Service FBO shall have access to Fuel Storage Facilities as provided by the Airport. Each FBO shall maintain sufficient fuel supply to reasonably limit the number of deliveries by the wholesale fuel supplier. Into-aircraft fueling may not be conducted from wholesale fuel transport vehicles. The terms under which each FBO uses the Fuel Storage Facilities are further provided by the applicable FBO Lease agreement.

5.8 Fueling Equipment

Each FBO shall provide and maintain the equipment and facilities required to service the types of general aviation aircraft normally frequenting the Airport. All equipment and



facilities shall comply with all applicable federal, State, and local requirements.

5.9 Other Equipment

Each FBO shall provide and maintain other equipment required to service the types of general aviation aircraft normally frequenting the Airport. All equipment shall comply with all applicable federal, State, and local requirements.

5.10 Personnel

During all operating hours, each FBO shall employ and have on duty trained personnel in such numbers with such certificates and ratings as are required to meet reasonably anticipated demand in an efficient manner, for all services being provided by the FBO, including appropriate supervisory and managerial personnel. The FBO shall also have trained personnel available on an on-call basis at all times for emergency and after-hour services.

5.11 Reserved

5.12 Subcontracting Services

The FBO may subcontract or use third-party operators to provide any of the aeronautical services identified in these Minimum Standards, provided that each subcontractor meets all of the requirements of these Minimum Standards, has been approved by the Airport Director in writing prior to any operations, and operates only from the FBO's premises. Additionally, the FBO shall

be fully responsible and liable for all of the acts, conduct, omissions, and errors of its subtenants and subcontractors (and their employees, contractors, and agents of any tier, as applicable).

5.13 Aircraft Removal

Recognizing that aircraft removal is the responsibility of the Aircraft Owner/operator, each FBO shall be prepared to lend assistance upon request by the Airport to maintain the operational readiness of the Airport. The FBO shall prepare an aircraft removal plan and have the equipment readily available that is necessary to remove the types of General Aviation Aircraft that normally use the Airport. Additionally, each FBO shall reasonably assist the Airport in the removal of Abandoned Aircraft from the Airport.



06



SPECIALIZED AVIATION
SERVICE OPERATOR (SASO)

6.1 Introduction

A Specialized Aviation Service Operator (SASO) is an Operator engaged in the business of providing at least one aeronautical services on the Airport. A SASO is prohibited from providing aircraft fueling services or line services at the Airport to Aircraft Owners, Airport users, or Airport tenants. Only an approved FBO can provide aircraft fueling services and line services to Aircraft Owners or operators, Airport users, and Airport tenants. A SASO shall comply with all of the standards and provisions contained in this section. Also, a SASO shall comply with these Minimum Standards for each aeronautical service provided.

6.2 SASO Services

Each SASO shall conduct its business and activities on and from its leased/assigned premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and activities from similar Airports in like markets.

Each SASO shall furnish all services on a reasonable, and not unjustly discriminatory, basis to all Airport users, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that SASOs may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

6.3 Leased Premises

Each SASO shall operate through a sublease with a Full Service or Limited Service FBO.

6.4 Licenses, Permits, and Certifications

Each SASO shall obtain and maintain in current condition all necessary licenses, permits, and certifications applicable to the services being provided. Each SASO shall provide a copy of each license, permit, and certificate to the Airport Director, at the request of the Airport Director, including any renewal, update, or modification to it.

6.5 Insurance

Each SASO shall carry and maintain throughout the term of their agreement with the Airport the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

6.6 Equipment

Each SASO shall have available and maintain the equipment required to adequately and efficiently provide the service(s) offered on the Airport. All equipment shall comply with all applicable federal, State, and local requirements.

6.7 Personnel

During all operating hours, the SASO shall employ and have on duty trained personnel in such numbers with such certificates and ratings as are required to meet reasonably anticipated demand efficiently, for all services

being provided by the SASO, including appropriate supervisory and managerial personnel.

6.8 Hours of Activity

Each SASO must be open for business during normal business hours in accordance with the applicable FBO's Lease. The Airport Director may allow variations of that requirement, as well as require each SASO to provide additional hours of service, up to and including twenty-four (24) hour operation, as demand or circumstances at the Airport may warrant. The SASO shall have management personnel available on an on-call basis at all times outside of the SASO's regularly scheduled business hours to respond to requests from government agencies, including emergency response, with Operator response time not to exceed 60 minutes.



07

COMMERCIAL AERONAUTICAL SERVICES

7.1 Applicability

FBOs or SASOs providing the commercial aeronautical services described below must meet, and are encouraged to exceed, the Minimum Standards prescribed for each service. Operators providing more than one aeronautical service may meet the Minimum Standards by combining certain requirements (e.g., office space, rest rooms, conference rooms, etc.) to accommodate multiple services. However, at a minimum, the facilities provided must adequately accommodate the anticipated peak demand of any one or combination of multiple services provided. Additionally, all services and facilities must be consistent with (or exceed) the quality and standards of similar services and facilities at similar or larger airports. The Airport Director shall determine whether services and facilities meet the condition defined herein. Any combination of Minimum Standards must be approved by the Airport Director before initiating service.

If the provision of any one of these services, or any combination of services, requires additional space, then each Operator shall lease sufficient additional contiguous land as may be necessary to adequately, safely, and efficiently provide such service(s).

Each Operator will furnish all services on a reasonable, and not unjustly discriminatory, basis to all Airport users, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided

that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

7.2 Aircraft Charter, Taxi, and Regularly Scheduled Air Service Operations

7.2.1 Leased Premises

Each Operator shall lease a sufficient amount of real property to adequately accommodate buildings and facilities with sufficient space for: (a) offices, flight planning, equipment storage, restrooms, waiting or conference facilities for customer use; (b) aircraft storage and maneuvering; and (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, State, and local access provisions, including applicable Federal Aviation Regulations, as well as be in full compliance with Section 3, above. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.2.2 Licenses, Permits, and Certifications

Each Operator must hold a valid, current FAA Air Charter, and Taxi Operations Certificate issued under 14 CFR Part 135 or other appropriate regulation, with appropriate ratings and licenses as required by the FAA, and amended from time to time, for the services to be provided at the Airport.

7.2.3 Personnel

All pilots providing air taxi or charter services must be employed by their respective Operator, be fully qualified, current, and certificated by FAA for the particular air charter and air taxi service provided in each aircraft, as required by the FAA and amended from time to time. All management personnel shall have the relevant experience, licenses, and all other qualifications required by the FAA to serve in each specific management position. Each Operator shall have available sufficient trained personnel for checking in passengers and handling luggage or cargo.

7.2.4 Equipment

Each Operator must own or lease and have available under its exclusive control a minimum of one airworthy and FAA-certificated all-weather aircraft. The Operator shall also own or lease sufficient equipment to properly and efficiently handle each aircraft it operates on the Airport.

7.2.5 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to provide air taxi charter services during normal business hours. The Airport Director may allow variations of that requirement. Each Operator shall also have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

7.2.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

7.3 Aircraft and Aircraft Parts Sales (New & Used)

7.3.1 Leased Premises

Each Operator shall lease a sufficient amount of real property to adequately accommodate buildings and facilities with sufficient space for: (a) offices, restrooms, and waiting or conference facilities for customer use; (b) aircraft and parts storage and maneuvering; and (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, State, and local access provisions, as well as be in full compliance with Section 3, above. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.3.2 Licenses, Permits, and Certifications

Each Operator must hold all valid, current licenses, certificates, and permits, as may be required to for the sale of new and used aircraft and parts. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.3.3 Personnel

Each Operator's management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific sales position. Each Operator shall have available sufficient trained personnel for demonstrating and servicing (as necessary) the aircraft and parts being offered for sale. If flight demonstrations and aircraft checkouts are offered as part of the aircraft sales service, then the Operator will have in its employment a sufficient number of suitably licensed and current pilots with the proper experience to demonstrate aircraft, and/or check out customers in each aircraft.

7.3.4 Equipment

Each Operator shall own or lease sufficient equipment to properly and efficiently handle and operate each aircraft being offered for sale.

7.3.5 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to provide aircraft and parts sales and service during normal business hours. The Airport Director may allow variations of that requirement. Each Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

7.3.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

7.4 Aircraft Rental

7.4.1 Leased Premises

Each Operator shall lease or sublease a sufficient amount of real property to adequately accommodate buildings and facilities with sufficient space for: (a) offices, flight planning, equipment, restrooms, and waiting or conference facilities for customer use; (b) aircraft storage and maneuvering; and (c) paved motor vehicle parking facilities to accommodate the Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, State, and local access provisions, as well as be in full compliance with Section 3, above. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.4.2 Licenses, Permits, and Certifications

Each Operator must hold valid current licenses, certificates, and permits, as may be required for the rental of aircraft to the public. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.4.3 Personnel

Each Operator's management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific management position. Each Operator shall also have available sufficient trained personnel for customer demonstrations, pilot checks out; and servicing (as necessary) of each aircraft being offered for rent or lease. If flight demonstrations and pilot checkouts are offered as part of the aircraft rental service, then the Operator will have in its employment a sufficient number of suitably licensed and current certified flight instructors, with the proper experience to demonstrate aircraft, and/or check out customers in each aircraft.

7.4.4 Equipment

Each Operator shall own or lease sufficient equipment to properly and efficiently handle and operate each aircraft being offered for rent or lease.

7.4.5 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to provide aircraft rental and lease services during normal business hours. The Airport Director may allow variations of that requirement. Each Operator shall also have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours to respond to requests from government agencies, as well as emergency response, with Operator

response time not to exceed 60 minutes.

7.4.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

7.5 Reserved

7.6 Aircraft Storage

7.6.1 Leased Premises

Each Operator shall lease or sublease a sufficient amount of real property to adequately accommodate hangar buildings, associated facilities (such as offices, storage space, etc.), and aircraft tie-downs with sufficient space for: (a) aircraft storage and maneuvering; (b) offices, equipment storage, and rest rooms, as appropriate for the type of hangar; (c) paved apron in front of hangar doors; and (d) paved motor vehicle parking facilities to accommodate the Operator's customers and employees on a daily basis. All facilities are for aeronautical use and purposes only, unless approved in writing by the Airport Director, and each Operator shall ensure the storage of items in hangars do not interfere or displace its aeronautical use and purpose. All facilities shall meet all applicable building and fire codes, including fire sprinklers or other suppression systems as determined by applicable State or local authorities; and meet all applicable federal, State, and local access provisions, including the Americans with Disabilities Act (ADA),

as well as be in full compliance with these Minimum Requirements. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.6.2 Licenses, Permits, and Certifications

Each Operator must hold valid, current licenses, certificates, and permits, as may be required and applicable for the rental and lease of hangar space to the public. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.6.3 Personnel

Each Operator's management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific position. Each Operator shall have available sufficiently trained and experienced personnel for moving and storing aircraft and associated equipment safely and efficiently. Operators shall not allow personnel to move, park, or store aircraft in hangar(s) unless the personnel: are in the Operator's employ; have been adequately trained in aircraft maneuvering, parking, and storage; demonstrate necessary competency to maneuver, park, and store aircraft and the associated equipment; and meet all of the requirements specified by the commercial insurance policy covering the Operator.

7.6.4 Equipment

Each Operator shall own or lease sufficient equipment to properly and efficiently handle and maneuver each aircraft being stored in each of the Operator's hangar.

7.6.5 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to ensure that each hangar is available so that Aircraft Owners and operators have access to their aircraft 24 hours per day, seven days per week. Each Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

7.6.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

7.7 Airframe and Powerplant Repair and Maintenance

7.7.1 Leased Premises

Each Operator shall lease or sublease a sufficient amount of real property to adequately accommodate buildings and facilities with sufficient space for: (a) offices, workshops, equipment storage, restrooms, and waiting or conference facilities for

customer use; (b) performing airframe and powerplant maintenance, overhaul, and repairs, including maneuvering aircraft and equipment indoors; and (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. Each Operator's facilities shall meet all applicable building and fire codes, as well as all applicable federal, State, and local access provisions, including applicable federal regulations, as well as be in full compliance with these Minimum Standards. Airframe and powerplant maintenance, overhaul, and repairs shall be conducted indoors in properly equipped hangars or other facilities on the Operator's leasehold area, except when such services, such as engine run-ups, are required to be accomplished outdoors. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.7.2 Licenses, Permits, and Certifications

Each Operator must hold valid, current FAA certificates issued under 14 CFR Part 145, or other appropriate federal aviation regulation, with appropriate ratings and licenses as required by the FAA, and amended from time to time, for the maintenance and repair services to be provided at the Airport. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.7.3 Personnel

Each Operator's management personnel shall have the relevant experience, licenses, and all other qualifications required by the FAA to serve in each specific position. Each Operator shall have available in their employ sufficient trained, licensed, and experienced personnel to adequately perform each maintenance and repair service is offered.

7.7.4 Equipment

Each Operator must own or lease sufficient equipment to properly and efficiently provide airframe and powerplant maintenance and repair services.

7.7.5 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to provide these services during normal business hours. The Airport Director may allow variations of that requirement. Any aircraft and powerplant maintenance, overhaul, or repair services, such as engine run-ups, that are required to be accomplished outdoors, can only be performed in areas designated and approved by the Airport, and only during normal business hours on weekdays. Such services may only be performed at other times and in different locations with prior written approval by the Airport. Each Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

7.7.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

7.8 Avionics/Instrument Maintenance and/or Sales**7.8.1 Leased Premises**

Each Operator shall lease or sublease a sufficient amount of real property to adequately accommodate buildings and facilities with sufficient space for: (a) offices and workshops for performing avionics and instrument sales, maintenance, overhaul, and repairs; (b) equipment storage, restrooms, and waiting or conference facilities; (c) maneuvering aircraft and equipment indoors (as appropriate); and (d) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. All facilities shall meet all applicable building and fire codes, as well as applicable federal, State, and local access provisions, including applicable federal aviation regulations, as well as be in full compliance with these Minimum Requirements. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.8.2 Licenses, Permits, and Certifications

Each Operator must hold valid and current FAA certificates issued under appropriate federal regulations, with appropriate ratings and licenses as required by the FAA, and

amended from time to time, for the services to be provided at the Airport. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.8.3 Personnel

Each Operator's management personnel shall have the relevant experience, licenses, and all other qualifications required by the FAA to serve in each specific position. Each Operator shall have available in their employ sufficient trained, licensed, and experienced personnel to adequately perform each service being offered.

7.8.4 Equipment

Each Operator must own or lease sufficient equipment to properly and efficiently perform avionics and instrument sales and repairs.

7.8.5 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to provide avionics and instrument sales and repair services during normal business hours. The Airport Director may allow variations of that requirement. Any maintenance or repair services that are required to be accomplished outdoors can only be performed in areas designated and approved by the Airport, and only during normal business hours on weekdays. Such activities may only be performed at other times and in different locations with prior written approval by the

Airport. Such activities may not interfere with or disrupt any communications or navigation facilities, or any other electronic activity, at the Airport. Each Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours in order to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

7.8.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

7.9 Flight Training**7.9.1 Leased Premises**

Each Operator shall lease or sublease a sufficient amount of real property to adequately accommodate buildings and facilities with sufficient space for: (a) offices, flight planning, ground school training, restrooms, and waiting or conference facilities for customer use; (b) aircraft storage and maneuvering; and (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. Each Operator's facilities shall meet all applicable building and fire codes, as well as applicable federal, State, and local access provisions, including applicable federal aviation regulations, as well as

be in full compliance with these Minimum Requirements. If flight simulators are used, sufficient space and power supplies must be available to safely accommodate such flight simulators. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.9.2 Licenses, Permits, and Certifications

Each Operator must hold valid, current licenses, certificates, and permits, as may be required for the training of pilots. Each Operator may be certified by the FAA and operate under the provisions of 14 CFR Chapter 1, Subchapter H - Schools and Other Certificated Agencies, or operate under 14 CFR Part 61, at its discretion. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.9.3 Personnel

Each Operator's management personnel shall have the relevant experience, licenses, and all other qualifications required to serve in each specific management position. Each Operator shall have available in its employment a sufficient number of suitably licensed and current certified flight and ground instructors, with the proper experience, licenses, and ratings, to adequately conduct the training services being offered.

7.9.4 Equipment

Each Operator shall own or lease sufficient equipment to properly handle and operate each aircraft being offered for flight training, as well as ground training, including simulators. All equipment will be maintained in at least good condition, and meet all applicable requirements set by the FAA and as may be amended from time to time.

7.9.5 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to provide flight and ground training services during normal business hours. The Airport Director may allow variations of that requirement. Each Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

7.9.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.

7.10 Independent Flight Instructor

7.10.1 Introduction

For the purpose of these Minimum Standards, an "Independent Flight Instructor" is one who is available for hire outside of a flight school.

The Independent Flight Instructor might also work under contract to a flight school, and such activities are not governed by this Section.

7.10.2 Leased Premises

The Operator is not required to maintain a commercial presence at the Airport, but must have a leasehold or sublease of space sufficient to meet, brief, and debrief students before and after flights in a safe environment from which they can walk to the aircraft in a safe and secure manner.

7.10.3 Licenses, Permits, and Certifications

Each Operator must hold valid, current licenses, certificates, and permits, as may be required to for the conduct of specialized flying services, including without limitation a Independent Flight Instructor License issued by the Airport Director. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.10.4 Equipment

Each Operator must provide instruction on his or her own aircraft, or the student's aircraft, and not using the aircraft of an FBO or SASO. All equipment will be maintained in good or better condition, and meet all applicable requirements set by the FAA and as may be amended from time to time.

7.10.5 Hours of Activity

Each Operator of Independent Flight Instructor services may conduct business at hours of his or her choosing without meeting the requirements for Flight Training in Section 7.9, and need not maintain normal business hours at the Airport, but may not provide more than 30 hours of flight instruction from the Airport in any one month.

7.10.6 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the Independent Flight Instructor License.

7.11 Specialized Commercial Flying Services

7.11.1 Introduction

For the purpose of these Minimum Standards, specialized commercial flying services are services which may include aerial filming, aerial patrol (such as powerlines, gas lines, environmental surveys, etc.), construction support, medical transportation, agricultural, and other specialized services that may be identified by an Operator or the Airport Director. All specialized commercial flying services defined herein, or that may be identified by an Operator in the future, must be approved by the Airport Director before such services may be offered. The Airport Director may impose any conditions or restrictions on any such specialized flying services as may be

necessary for the safe and efficient operation of the Airport.

7.11.2 Leased Premises

Each Operator shall lease a sufficient amount of real property to adequately accommodate buildings and facilities with sufficient space for: (a) offices, flight planning, equipment storage, restrooms, and waiting or conference facilities for customer use; (b) aircraft storage and maneuvering; and (c) paved motor vehicle parking facilities to accommodate Operator's customers and employees on a daily basis. Each Operator's facilities shall meet all applicable building and fire codes, as well as applicable federal, State, and local access provisions, including applicable federal aviation regulations, as well as be in full compliance with these Minimum Requirements. Each Operator's security system must fully comply with the Airport's specifications and requirements.

7.11.3 Licenses, Permits, and Certifications

Each Operator must hold valid, current licenses, certificates, and permits, as may be required to for the conduct of specialized flying services. At the request of the Airport Director, the Operator will provide copies of all such licenses, certificates, and permits to the Airport Director, including any amended or changed documents.

7.11.4 Personnel

Each Operator's management personnel shall have the relevant experience, licenses, and all

other qualifications required to serve in each management position for the specific service being offered. Each Operator shall have available in its employment a sufficient number of suitably licensed and current certified pilots, and support staff, with the proper experience, licenses, and ratings, to adequately and efficiently conduct the specialized services being offered.

7.11.5 Equipment

Each Operator shall own or lease sufficient equipment to properly handle and operate each aircraft and other equipment appropriate for each specialized flying service offered. All equipment will be maintained in good or better condition, and meet all applicable requirements set by the FAA and as may be amended from time to time.

7.11.6 Hours of Activity

Each Operator shall have sufficient equipment and personnel available to provide specialized flying services during normal business hours. The Airport Director may allow variations of that requirement. Each Operator shall have management personnel available on an on-call basis at all times outside of the Operator's regularly scheduled business hours to respond to requests from government agencies, as well as emergency response, with Operator response time not to exceed 60 minutes.

7.11.7 Insurance

Each Operator shall carry and maintain throughout the term of their agreement the insurance coverages that meets (or exceeds) the requirements specified in the agreement.



08

OPERATORS SUBLEASING FROM ANOTHER

Aeronautical service providers, including FBOs and SASOs as defined in these Minimum Standards, may sublease or subcontract services and facilities to another Operator only under the following conditions:

- a) The sublessee and the subcontractor will fully comply with all of the provisions of these Minimum Standards, as well as all applicable rules, regulations, ordinances, leases, permits, agreements, and other requirements established by the Airport, County, FAA, and the TSA that govern the Operator and its services.
- b) At the Airport Director's sole discretion, the Airport Director may require notification, in writing, of any proposed sublease or subcontract, or other similar agreement, before such subleases, subcontracts, or other similar agreements have been entered into or executed by the Operator. The Airport Director reserves the right, at his or her discretion, to review and approve such agreements.
- c) The sublessee, and the subcontractor, maintain in effect and full force all of the insurance coverages which the Operator is required to maintain, including holding the County and Airport harmless.
- d) The Operator is fully responsible and liable for all actions, conduct, statements, errors, and omissions by the sublessee or subcontractor and its employees, contractors, and agents.
- e) The Operator shall provide the Airport with a minimum of sixty (60) days' notice in writing before any change in the sublease or subcontract agreement. The Airport Director may, at his or her discretion, review and approve any proposed change to any sublease or subcontract agreement in writing before such change is executed.





JOHN WAYNE
AIRPORT
ORANGE COUNTY