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**MARINA MUNICIPAL AIRPORT  
MINIMUM OPERATING STANDARDS**





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## **Article 1. Introduction/Purpose**

The Federal Aviation Administration (FAA) has determined that it is the prerogative of the airport owner (sponsor) to impose minimum operating standards to establish the threshold entry criteria for those wishing to engage in providing products and services to the public on an airport. Airports receiving Federal funding provide the assurance that they will make the airport available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of commercial use. This assurance is met through the adoption and enforcement of these Minimum Operating Standards.

The Minimum Operating Standards establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which are required of those currently or proposing to conduct Commercial Activities on the Airport. These requirements are intended to:

1. Protect the public interest by establishing reasonable standards for businesses on the airport, including level of service, staffing, facilities, training, licensing, environmental compliance, and insurance criteria; and
2. Provide consistent, fair and reasonable terms for the conduct of all businesses on the airport without unjust discrimination and without exposure to unfair or irresponsible competition.

The uniform application of these standards relates primarily to the public interest by discouraging substandard entrepreneurs and mandating insurance coverage levels, thereby protecting the airport, airport patrons, and established airport businesses.

## **Article 2. Definitions; Application; Waiver**

### **Section 2-1. Definitions**

All definitions contained in the Marina Municipal Airport Rules and Regulations are incorporated by reference into these Minimum Operating Standards. For purposes of these Minimum Operating Standards, all references to the "Rules and Regulations" when capitalized, are to the Marina Municipal Airport Rules and Regulations.

### **Section 2-2. Application of Minimum Operating Standards**

1. All persons conducting Commercial Activities or Commercial Aeronautical Activities at the Airport shall, as a condition of conducting such activities, obtain a lease, license, Permit, and/or agreement with or from the City authorizing such activities pursuant to Article 3, and comply with all applicable requirements concerning such activities as are set forth in these Minimum Operating Standards.



2. These Minimum Operating Standards shall be deemed to be a part of each Tenant’s lease, Permit and/or agreement with or from the City unless any such provisions are waived or modified by the City pursuant to Section 2-5. The mere omission of any particular standard from a Tenant’s written lease, Permit and/or agreement with the City shall not constitute a waiver or modification of such standard in absence of clear and convincing evidence that the City intended to waive or modify such standard.

**Section 2-3. Multiple Activities by One Tenant**

Whenever a Tenant conducts multiple activities at the Airport pursuant to one lease, license, Permit and/or agreement with or from the City, such Tenant must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one of the Tenant’s activities are inconsistent with the minimum standards for another of the Tenant’s activities, then the minimum standards which are most beneficial to the City, as determined by the Airport Manager, shall apply.

**Section 2-4. Activities Not Covered by Minimum Operating Standards**

Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by-case basis and are set forth in such Tenant’s written lease, license, Permit and/or agreement with or from the City.

**Section 2-5. Waiver or Modification of Standards**

The Airport Manager may, at his or her discretion, waive or modify any portion of these Minimum Operating Standards for the benefit of any governmental agency performing non- profit public services, performing emergency medical services to the public by means of aircraft or performing fire prevention or fire-fighting operations. The City Council may waive or modify any portion of these Minimum Operating Standards for non-governmental entities when it determines, in its discretion, that such waiver or modification is in the best interests of the City and all parties concerned and will not result in any competitive inequities among Tenants at the Airport.

**Article 3. Commercial Activity Application Process**

**Section 3-1. Submittal of the Application**

Any Person, who desires to conduct a Commercial Activity on the Airport, shall submit a written application to the Airport Manager for a lease, license, Permit, and/or agreement with or from the City authorizing such conduct prior to conducting such activities. Prior to submitting an application, the applicant should discuss all aspects of the application and the proposed operation with the Airport Manager. The applicant shall submit the following required information or documentation in the application:





1. A detailed description of the scope of the intended operations, including all services to be offered;
2. The amount of land, office space, and/or aircraft storage areas required for the operation;
3. A detailed description of any improvements or modifications to be constructed or made to airport property, including cost estimates and a construction timetable;
4. The proposed hours of operation;
5. Documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities;
6. A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including personal references and FAA certificates, if applicable;
7. The commencement date for the applicant's activities and the term of the lease, license, Permit or agreement sought, including all option periods;
8. If the applicant is a corporation, a copy of the Articles of Incorporation as filed with the Corporation Commission;
9. If the applicant is a limited liability company, a copy of the Articles of Organization filed with the Corporation Commission;
10. If the applicant is a limited partnership, a copy of the certificate of limited partnership filed with the Secretary of State;
11. If the applicant is a general partnership, a copy of the written partnership agreement, if any.

The Airport Manager may require the applicant to provide additional information which is necessary to ensure compliance with the Rules and Regulations and these Minimum Operating Standards.

### **Section 3-2. Processing the Application**

The Airport Manager will be responsible for processing the applications for a lease, license, Permit and/or agreement with or from the City authorizing the conduct of a Commercial Activity at the Airport, subject to the approval of the City Council, if necessary. The Airport Manager will review the application, determine if it is complete, request more information if needed, and make a decision within 30 days. The Airport Manager may deny any application if it is determined that any of the following apply:

1. The applicant does not meet the qualifications and standards set forth in the Rules and Regulations or these Minimum Operating Standards;



2. The proposed activities are likely to create a safety hazard at the Airport;
3. The activities will require the City to spend funds, or to supply labor or materials as a result of the applicant's activities, or will result in a net financial loss to the City or Airport;
4. No appropriate space or land, as determined by the Airport Manager, is available to accommodate the proposed activities;
5. The proposed activities are not consistent with the Airport's Master Plan and/or Airport Layout Plan;
6. The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in airport capacity, or an undue interference with airport operations or the operations of any existing airport users;
7. The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease, license, Permit or agreement;
8. The applicant or any of its principals has a record of violating the Rules and Regulations, these Minimum Operating Standards, the FAR or any other applicable laws, rules or regulations;
9. The applicant does not have the technical or financial capabilities to properly conduct the proposed activities.

### **Section 3-3. Appeal Process**

The Airport Manager will make the final decision on all applications to provide commercial activities on the Airport. The applicant may file an appeal to the City Council within ten (10) days of receiving written notice of denial.

### **Article 4. General Contractual Provisions**

All leases, Permits, and/or agreements authorizing Tenants to use the Airport shall contain the following provisions and conform to the airport leasing policy:

1. The Tenant's rights to engage in specific activities at the Airport are non-exclusive.
2. The Tenant shall defend and indemnify the City and its elected or appointed officials, agents, boards, commissions and employees from all loss, damages or claims for personal injury or death or for property damage or loss, or for any other damages or loss arising out the Tenant's or its invitees' use of the Airport.





3. A termination clause allowing the City to terminate the Tenant's lease, license, Permit and/or agreement no later than 30 days after notice of default is given to the Tenant, if the Tenant fails to cure its default within the 30-day period; and allowing the City to terminate the Tenant's lease, license, Permit and/or agreement immediately if the Tenant fails to maintain the required insurance.
4. The Tenant shall make no improvements or modifications to Airport property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, the Tenant shall submit detailed construction plans and specifications to the City, and upon completion of the construction, the Tenant shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications shall be constructed in a good and workmanlike manner. All improvements or modifications made to Airport property shall become the property of the City, at no cost to the City, upon the termination of the Tenant's lease, license, Permit and/or agreement.
5. The Tenant shall not sublease or assign any of its rights under the lease, license, Permit and/or agreement with or from the City without the written consent of the City. The Airport Manager may require any potential sublessee or assignee to submit to the City biographical and financial information at least 30 days prior to a proposed assignment.
6. All provisions that the FAA or the City's Federal Airport Grant Assurance Obligations require to be included shall be included.

## **Article 5. Insurance**

### **Section 5-1. General Insurance Requirements**

Unless otherwise specified in Articles 6 through 9, each Person conducting a Commercial Activity shall at all times maintain in effect the following types of insurance as applicable to the business to be conducted and in accordance with the minimum insurance requirements for Commercial Aeronautical Activity Providers, as determined by the City:

1. Comprehensive general liability insurance, on an occurrence basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury. The aggregate limit must be twice the per occurrence limit. Coverage must include damage to premises rented (fire damage liability). Airport premises liability may be used in place of comprehensive general liability;
2. Automobile liability insurance combined single limit includes coverage for bodily injury and property damage covering any auto, owned, non-owned or hired;





3. Worker's compensation limits based upon statutory requirement and employer's liability coverage;
4. Aircraft liability insurance, on per occurrence basis covering injury or damage to the property of others caused from the operation of an aircraft owned or leased;
5. Hangar keeper's liability insurance on a per occurrence basis for damage to aircraft belonging to others in the care, custody and control or for the repair of safekeeping;
6. Pollution liability on an occurrence basis that includes bodily injury or property damage arising out of the actual or alleged release, dispersal, discharge, etc. of pollutants;
7. Property insurance on an all-risk basis for any tenant improvements or betterments with no coinsurance penalty provision;
8. City of Marina is to be named as an additional insured on all required coverage's and the coverage shall be primary and non-contributory with respect to all other sources including any City insurance or self-insurance.

**Section 5-2. General Insurance Adjustments by City**

1. In addition to the types of insurance required by Section 5-1, each Tenant shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Tenant's activities, or as the FAA may determine is required under the City's Federal Airport Grant Assurance Obligations.
2. Minimum insurance requirements may be adjusted on a case-by-case basis by the City.

**Section 5-3. Form; Acceptance by City**

All insurance shall be in a form, and from a company, acceptable to the City, shall name the City as an additional insured, shall require 30 days written notice to the City before modification or termination and shall include contractual liability coverage for the Tenant's obligations of indemnity.

**Section 5-4. Indemnification**

1. Each Person conducting a Commercial Activity shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages, or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Operator or its agents, employees and invitees (hereinafter referred to collectively as "Operator" in this Section) in connection with operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of



any property, or any other damage or loss arising out of the failure of Operator to comply with any provisions of this document.

2. The Operator shall, in all instances, except for loss, damages or claims resulting from the sole negligence of the City, indemnify the City against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Operator prompt notice of any claim made or suit instituted which may subject Operator to liability under this Section, and Operator shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Operator of any obligations hereunder.
3. Operator obligations hereunder shall survive any termination of Operator's activities at the Airport. The Operator agrees to waive all rights of subrogation against the City arising from the Operator's use, occupancy, or operations at the Airport.

## **Article 6. General Operational Requirements**

### **Section 6-1. Taxiway Access**

If paved access from a Tenant's premises to the Airport's taxiway system is essential for their business operation and not already provided, each Tenant conducting aeronautical activities shall provide such access. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the leased premises.

### **Section 6-2. Right of Entry Reserved**

The City reserves the right at all reasonable times to enter upon each Commercial Aeronautical Activity Provider's premises for any lawful purpose, provided that such entry does not unreasonably interfere with the Commercial Aeronautical Activity Provider's use of the premises.

### **Section 6-3. Rates and Charges**

Each Commercial Aeronautical Activity Provider may determine the rates and charges for all of its activities and services, provided that such rates and charges shall be consistent with the City's Federal Airport Grant Assurance Obligations, reasonable, and equally and fairly applied to all of the Commercial Aeronautical Activity Provider customers.

### **Section 6-4. Personnel and Invitees; Conduct of Business**





Each Commercial Aeronautical Activity Provider shall at all times designate a manager to supervise its operations at the Airport and designate personnel who are available outside of normal business hours to respond to emergency situations. Each Commercial Aeronautical Activity Provider shall employ a sufficient number of trained, on-duty personnel to provide for the efficient and proper compliance with its obligations under its lease, license, Permit and/or agreement and the Rules and Regulations and these Minimum Operating Standards.

**Section 6-5. Sound Level; Vibrations**

Each Commercial Aeronautical Activity Provider shall take all measures to keep the sound level of its operations as low as reasonably possible and to reduce to a minimum, vibrations that could tend to damage any equipment, structure or building or create a nuisance to other airport tenants.

**Section 6-6. Nuisance; Waste; Damage**

No Commercial Aeronautical Activity Provider shall conduct or permit any activities which may result in nuisance, waste or damage to or at the Airport.

**Section 6-7. Hazardous Conditions**

No Commercial Aeronautical Activity Provider shall do or permit to be done on its premises any act which:

1. May constitute a hazardous condition in connection with the operations permitted by the Tenant's lease, license, Permit and/or agreement; or
2. Will invalidate or conflict with any fire or casualty insurance policies or regulations, or the Marina Fire Code.

**Section 6-8. Overloading Floors or Structures**

No Commercial Aeronautical Activity Provider shall overload any floor, structure, structural member or paved areas on the Airport.

**Section 6-9. Maintenance and Repairs**

Each Commercial Aeronautical Activity Provider shall keep its premises in a neat and orderly condition and in good repair and shall keep the floor of its premises and the apron and ramp areas used in its operations clean and clear of oil, grease, other materials, stains or foreign object debris (FOD).



**Section 6-10. Trash**

Each Commercial Aeronautical Activity Provider shall, in disposing of its trash and refuse, use a system of refuse disposal approved by the City.

**Section 6-11. Security**

Each Commercial Aeronautical Activity Provider shall take necessary measures to ensure security in accordance with the guidelines and regulations of, any Airport security program.

**Section 6-12. Interference with Utilities and Systems**

No Commercial Aeronautical Activity Provider shall interfere with the effectiveness or accessibility of any public utility system, drainage system, sewage system, fire protection system, sprinkler system, alarm system or fire hydrant or fire hoses.

**Section 6-13. Fire Equipment**

Each Commercial Aeronautical Activity Provider shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by the Fire Codes or by the City of Marina Fire Chief.

**Section 6-14. Vehicle Identification**

Any vehicle operated by a Commercial Aeronautical Activity Provider that is used in the Airside Area must bear identification designating the Commercial Aeronautical Activity Provider to whom the vehicle is assigned. Letters and/or identification shall be clearly visible and displayed in a manner that is acceptable to the Airport Manager.

**Article 7. Fixed Base Operators****Section 7-1. Requirements for any FBO**

A Fixed Base Operator (FBO) shall comply with the standards contained in Article 6. An FBO shall comply with all applicable provisions of the Marina City Code; Rules and Regulations; Minimum Operating Standards; Federal, State and local laws, rules, regulations, and ordinances; and the City's Federal Airport



Grant Assurance Obligations. An FBO shall engage in a wider range of Commercial Aeronautical Activities than a SASO (defined in Article 8), which shall include the following:

1. Aircraft fueling and line services;
2. Major Aircraft Alterations and Repairs. (An FBO may subcontract in order to provide the major aircraft powerplant and accessory repair services required of it);
3. Sales of aircraft parts and accessories;
4. Removal of disabled aircraft from operational areas;
5. Providing customary facilities, amenities, and services to general aviation users, including, at a minimum, the following: public restrooms, waiting lounges, conference rooms, crew lounges and flight planning services.

A Waiver to any of the FBO services listed in Section 7.1 may be considered on a case-by-case by the Airport Manager.

#### **Section 7-2. Land and Facility Requirements**

An FBO shall lease from the Airport an area large enough to support various FBO functions such as aircraft storage in a hangar, line services, transient apron parking, vehicle parking lot, public customer office functions, waiting lounge, pilot lounge, and flight planning services. An FBO may lease existing Airport facilities for this purpose or lease undeveloped land for the construction of such facilities. This area shall accommodate the following:

1. Airplane Design Group II aircraft (wingspan up to 79 feet);
2. Transient aircraft parking;
3. Circulation Taxilanes;
4. Adequate area to simultaneously accommodate transient activities while emptying aircraft from storage hangars and staging based aircraft;
5. Hangar space with dedicated space for aircraft maintenance and repair and aircraft storage;
6. Shop space to support aircraft maintenance and repair activities including the storage of parts and accessories.
7. Fuel delivery truck for Jet A.

A Waiver to any of the FBO services listed in Section 7.2 may be considered on a case-by-case by the Airport Manager.



### Section 7-3. Hours of Operation

The airport shall be open for public use at all reasonable hours of the day and night, subject to these rules and regulations and subject to the condition of the landing area, as may be determined by the airport manager.. Aircraft mechanical services shall be available within 72 hours.

### Section 7-4. Aircraft Service Equipment

The FBO shall maintain tools, jacks, tugs, towing equipment, tire-repair equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, chocks, ropes and tie-down supplies as are necessary for the servicing of aircraft types expected to use the Airport. The FBO shall provide appropriate recovery services and equipment necessary to promptly remove Disabled Aircraft from the Airport Movement Area. Large or heavily damaged Aircraft that the FBO determines it cannot safely remove shall be referred by the FBO to a qualified aircraft recovery service for removal. The FBO shall notify the Airport Manager in the event of an aircraft accident.

A Waiver to any of the FBO services listed in Section 7.4 may be considered on a case-by-case by the Airport Manager.

### Section 7-5. Aviation Fueling Requirements

1. The FBO shall comply with the National Fire Protection Association's codes and standards, as amended, FAA Advisory Circular 150/5230-4B, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports*, as amended, all requirements of the Rules and Regulations, the Airport Minimum Operating Standards, and all other applicable laws related to aircraft fuel handling, dispensing and storage.
2. If the FBO desires to build static fuel tank storage facilities for aviation fuels, the minimum capacities are 10,000 gallons of aviation gasoline and 10,000 gallons of turbine fuel, in an area to be designated by the Airport Manager. The FBO shall not construct or modify any fuel storage or distribution facilities without the written consent of the City and without complying with all City safety standards. The City shall have the right to inspect such facilities periodically to assure compliance with all standards.
3. The FBO shall provide mobile dispensing equipment and trucks sufficient to serve the needs of the Airport. All such equipment shall meet all applicable safety standards. The metering devices shall be inspected, checked, and certified by appropriate state and/or county officials. The City





shall have the right to inspect such equipment periodically to assure compliance with all standards.

4. The FBO shall require all of its fuel-handling personnel to attend training courses and to receive periodic refresher training as required by the Airport Manager and City Fire Department. The operator shall develop a standard operating procedure for aviation fueling activities and provide a current copy of the same to the Airport Manager. The City and the FAA shall have the right to periodically conduct inspections and surveillance of the operator's activities and personnel to ensure adherence to safe practices.

#### **Section 7-6. Insurance**

The FBO shall maintain the types and amounts of insurance required by Section 5-1, except that the FBO shall at all times maintain comprehensive general public liability and property damage insurance in the amount of at least \$1,000,000 combined single limit per occurrence.

#### **Section 7-7. Personnel Qualification Requirements**

The FBO shall have on-staff a manager with applicable industry experience and is approved by the Airport Manager. The Airport Manager shall be notified of change in FBO management.

### **Article 8. Specialized Aviation Service Operator (SASO)**

Specialized Aviation Service Operators are often needed and encouraged by the Airport to meet the demands of Commercial Aeronautical Activities on the Airport.

#### **Section 8-1. SASO Activities**

The SASO is an entity that engages in one or more of those Commercial Aeronautical Activities as defined in Article 1 of the Rules and Regulations, or described in this Article 8, or as stated in the Long-Term Airport Use Permit.

#### **Section 8-2. General Requirements**

In addition to any other requirements of these Minimum Operating Standards and the Rules and Regulations, the SASO must comply with both the special requirements related to the specific activities described in this Article 8, and the general requirements set forth below:





1. The SASO, except for Hangar Leasing Service Providers as described in Section 8-3, shall have on-staff a manager with applicable industry experience and is approved by the Airport Manager. The Airport Manager shall be notified of any change in SASO management.
2. The SASO, except for Hangar Leasing Service Providers as described in Section 8-3, shall either build or lease at the Airport, from the City or another Airport tenant, sufficient business space for the type of services being provided by the SASO, as determined by the Airport Manager.
3. The SASO shall at all times maintain the types and amounts of insurance required by Article 5 for any of its activities which may be covered by such types of insurance.
4. The SASO shall comply with all applicable provisions of the Marina City Code; Rules and Regulations; Airport Minimum Operating Standards; Federal, State and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.
5. These requirements may be satisfied by an approved sublease of such space from an existing full service FBO or other Lease holder.

### **Section 8-3. Hangar Leasing Services**

A Hangar Leasing Services Operator is any entity that leases hangars to aircraft owners or operators solely for aircraft and/or aeronautical storage purposes. Hangar Leasing Service Operators shall comply with the following minimum standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. The Hangar Leasing Services Operator may construct Hangars following completion of an Airport ground lease with the City. The planned Hangars must have Airport Manager approval as to size and location.
3. The Hangar Leasing Services Operator shall submit construction plans and specifications for any hangars to be constructed, including minimum hangar sizes and architectural design plans, subject to the written approval of the City.
4. The operator shall provide to the Airport Manager a tenant list that includes the tenant(s) name, address, phone number, email address, and aircraft type, model, N-number and assigned hangar unit. The operator shall provide to the Airport Manager an updated tenant list upon change in tenancy or aircraft being stored.

### **Section 8-4. Aircraft Sales**





An Aircraft Sales Operator engages in the sale or brokerage of new and/or used aircraft (either on a retail or wholesale basis). An Aircraft Sales Operator shall comply with the following standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. An operator engaged in the sale of aircraft shall comply with the provisions of FAR, Part 47, Subpart C and shall possess a valid "Dealer's Aircraft Registration Certificate", FAA form 8050.
3. The operator shall maintain an approved Aircraft Dealers Certificate from the State of California.

#### **Section 8-5. Aircraft Airframe or Engine Maintenance Service, and Aircraft Parts Sales**

An Aircraft Airframe or Engine Maintenance Service provides one or more of the following services: airframe or engine overhaul; repair services on airframe or engines, including jet aircraft and helicopters; and sales of aircraft parts. An Aircraft Airframe or Engine Maintenance Service shall comply with the following standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. The operator shall provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an FAA-approved repair station.
3. The operator shall employ and have available during normal business hours at least one individual who is currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or aircraft inspector rating; or an individual working on behalf of the holder of a current FAR Part 145 Certificate.
4. Major maintenance activities may be performed only in hangars or other structures where the conduct of such major maintenance would comply with the operator's specific lease agreement, the applicable City Fire Codes, the Rules and Regulations and the Minimum Operating Standards.

#### **Section 8-6. Aircraft Rental Services**

An Aircraft Rental Services Operator engages in the rental or leasing of aircraft to the public. An Aircraft Rental Services Operator shall comply with the following standards:

1. The operator shall have available for lease a minimum of (1) one fixed wing or (1) one rotary wing aircraft.



2. The operator shall employ and have available during normal business hours at least one individual with the appropriate experience and certifications including a current FAA commercial pilot certificate with appropriate ratings, as necessary.

### **Section 8-7. Flight Schools**

A Flight Training Operator engages in instructing pilots in dual and solo flight training, in fixed wing or rotary wing aircraft, and provides such related ground school instruction as is necessary to adequately prepare a pilot to take a written examination and flight check ride for the categories of pilot's licenses and ratings involved. A Flight Training Operator shall comply with the following standards:

1. The operator shall have available for use a minimum of (1) one fixed wing or (1) one rotary wing Aircraft or qualified simulator.
2. The operator shall provide or utilize adequate classroom facilities for the amount and type of training involved, and shall provide mock-ups, pictures, slides, film strips, movies, video tapes and/or other training aids necessary for effective ground school instruction. All materials, supplies and training methods must meet FAA requirements for the type of FAA certificate required in order to be able to provide the training offered.
3. The operator shall employ and have available during normal business hours at least one instructor who is currently certified by the FAA to provide the type of training offered.

### **Section 8-8. Individual Flight Instruction**

It is permissible for an FAA certified flight instructor to provide flight instruction to another individual outside of a formal flight school business (reference Section 8-7). Additional flight instruction guidelines outlined in Article 10 apply.

1. The flight instructor is limited to working with no more than three student pilots within a calendar year.
2. The flight instructor shall follow permit requirements outlined in Article 10 and provide proof of their flight instructor certification to the Airport Manager.
3. The Airport Manager may make exception to these guidelines where warranted.

### **Section 8-9. Aircraft Component & Accessory Maintenance Service and Sales**

An Aircraft Component & Accessory Maintenance Service and Sales Operator engages in the business of repairing or overhauling aircraft radios, avionics, instruments, propellers, accessories, upholstery, painting and/or similar aircraft components. An Aircraft Component & Accessory Maintenance Service and Sales Operator may sell new or used parts and components necessary for such repairs.



An Aircraft Component & Accessory Repair Service and Sales Operator shall comply with the following standards:

1. The operator shall lease at the airport sufficient business space as determined by the Airport Manager. This includes a direct lease with the Airport or a sublease from an existing FBO or another appropriate Airport tenant.
2. The operator shall employ and have available during normal business hours at least one individual experienced in the industry and is currently certified by the FAA with ratings appropriate to the services offered.
3. The operator may use for Major Aircraft Alterations and Repair activities only such hangars or other structures as are approved for such use by the Airport Manager based on the terms of the applicable lease agreement and City fire codes.

#### **Section 8-10. Aircraft Charter or On-Demand Air Taxi Service**

An Aircraft Charter or On-Demand Air Taxi Service Operator engages in the business of providing air transportation of persons or property to the general public for hire, as either a charter operator or on-demand air taxi, as defined by the FAA. An Aircraft Charter or On-Demand Air Taxi Service Operator shall meet the following standards:

1. The operator shall employ and have available during normal business hours at least one individual who holds current FAA commercial pilot and medical certificates and ratings appropriate for the operator's flight activities. All flight crews shall be properly rated for the aircraft operated. After a reasonable notice period, as determined by the Airport Manager, the operator shall provide reasonable assurance, as determined by the Airport Manager, of the continued availability of qualified operating crews.
2. The operator shall own or lease exclusively by written agreement aircraft equipped for, and capable of use in instrument conditions, and with a valid airworthiness certificate and maintained in an airworthy condition. All aircraft shall meet the requirements of the FAR operators' certificate (e.g., Part 91(k), 121, 135).
3. The operator shall have a current FAR operators' certificate (e.g., Part 91(k), 121, 135).

#### **Section 8-11. Aerial Application Services (Crop Dusting)**

An Aerial Application Operator engages in the crop dusting and agricultural spraying business with the use of specifically equipped aircraft. An Aerial Application Operator shall meet the following standards:





1. The operator shall be available “on-call” during all reasonable hours during the normal aerial application season.
2. The operator shall employ and have available at least one individual who holds a current FAA commercial pilot certificate, properly rated for the aircraft to be used, and an agricultural aircraft operator certificate issued under Part 137 of the FAR.
3. The operator shall own or lease at least one aircraft that has a valid airworthiness certificate, is maintained in an airworthy condition, and meets all the requirements of Part 137 of the FAR. Such aircraft shall be based upon the operator’s leased premises at the Airport.
4. The operator shall provide a segregated chemical storage area protected from public access and located at the Airport such that it will provide the greatest safeguards to the public. The operator shall provide tank trucks for the handling of liquid spray and mixing liquids and shall provide adequate ground equipment for handling and loading of dusting materials. Due to the potential hazard posed by the chemicals and corrosives used in agricultural spraying and aerial applications, operator’s leasehold must be utilized for that sole purpose, and may not be combined with a facility providing any other aeronautical service. The operator shall be responsible for supplying waste disposal systems as mandated by all governmental entities under all applicable environmental protection laws, rules and regulations.

#### **Section 8-12. Specialized Commercial Flying Services**

A Specialized Commercial Flying Services Operator engages in air transportation for hire for any of the following purposes: nonstop sightseeing flights that begin and end at the Airport, banner towing and aerial advertising, aerial photography or survey, power line or pipeline patrol, fire-fighting or fire patrol, air ambulance service, airborne mineral exploration, or any other commercial operations specifically excluded from Part 135. A Specialized Commercial Flying Service Operator shall meet the following standards:

1. The operator shall employ and have available during normal business hours at least one individual who holds a current commercial pilot certificate with appropriate ratings for the aircraft to be flown.
2. The operator shall own or lease at least one aircraft that has a valid airworthiness certificate, is maintained in an airworthy condition, and is suitably equipped for the type of operation involved. Such aircraft shall be based upon the operator’s premises at the Airport.

#### **Section 8-13. Aircraft Management Services**

An Aircraft Management Services Operator means a Person performing one or more of the following services in the management of another Person’s aircraft: pilot staffing, records management, aircraft charter brokerage, and other aircraft-related services, not including services detailed in any other sections of these Minimum Operating Standards. Aircraft management does not include the control





of, or operation of, aircraft under FAR Part 135. An Aircraft Management Services Operator shall meet the following standards:

1. The operator shall lease at the Airport sufficient business space for the type of services being provided by the operator, as determined by the Airport Manager.
2. If any of the services offered by the operator require FAA certification, the operator shall employ and have available during normal business hours at least one individual who is currently certified by the FAA with ratings appropriate to the services offered.

## **Article 9. Tenant Non-Aviation Use Commercial Activities**

### **Section 9-1. Tenant Non-Aviation Use Commercial Activities**

Certain Non-Aviation Use Commercial Activities are permissible on Airport property in designated locations. Non-Aviation Use Commercial Activities must be compatible with Airport activities and must not infringe on the operation of the Airport. Non-Aviation Use Commercial Activities exclude any noise sensitive land uses such as residential development, churches, hospitals, schools (other than flight schools), etc. The Airport Managers shall determine if a proposed development is compatible with airport operations. Non-Aviation Use Commercial Activities shall:

1. At all times maintain in effect the types and minimum amounts of insurance specified in Article 5, for any of its activities at the Airport that may be covered by such insurance.
2. Enter into a ground lease or a facility lease with the Airport and pay the market rate for the lease.
3. Be subject to FAA approval prior to establishment.

## **Article 10. Long-Term Airport Use Permits for Non-Tenants**

### **Section 10-1. Non-Tenant Operators**

A Non-Tenant Operator is a Person who is not a Tenant, but who conducts a Commercial Activity on the Airport. The term Non-Tenant Operator includes, but is not limited to, rental car concessionaires, mobile certified mechanics, independent flight instructors, aircraft washing and cleaning, mobile oil recyclers, and others who perform commercial aeronautical or nonaeronautical activities without permanent facilities on the Airport. The term Non-Tenant Operator does not include any commercial transport provider engaged in providing goods, commodities or services to the Airport, any Federal, State, or local government agency operating at the Airport, or any FBO or SASO.



All Non-Tenant Operators, including without limitation the following, shall obtain, prior to conducting any Commercial Activity on the Airport, a Long-Term Airport Use Permit authorizing the conduct of such Commercial Activity:

1. A Person conducting a Commercial Activity who supplies or directly provides goods, commodities, services or facilities to the general public at the Airport as a regular business activity.
2. A Person conducting a Commercial Activity who uses or enters upon the Airport in furtherance of its business interests and/or to deliver services or goods to customers of that business.
3. Any Person engaged in any Commercial Activity at the Airport shall obtain one of the following Permits, in addition to a City of Marina business license, as applicable:
  - A. Short-Term Airport Use Permit: The Airport Manager or the Airport Manager may issue a Short-Term Airport Use Permit for Commercial Activities at the Airport to Persons whose Commercial Activities do not require a formal lease, provided that such Permits are effective for no more than 180 days and are immediately terminable by the City for cause. The Airport Manager will determine the terms and fees for such Permits unless such fees have otherwise been established by resolution of the City Council.
  - B. Long-Term Airport Use Permit: The Airport Manager, typically with the recommendation from the Airport Manager, may issue a Long-Term Airport Use Permit for Commercial Activities at the Airport to Persons whose Commercial Activities are anticipated to occur for a duration of more than 180 days. A land or facility lease may or may not be associated with a Long-Term Airport Use Permit.

### **Section 10-2. Requirements**

An applicant for a Long-Term Airport Use Permit must comply with the following requirements, and remain in compliance with these requirements once it obtains a Long-Term Airport Use Permit:

1. Provide to the Airport Manager copies of the applicant's FAA licenses, and/or ratings.
2. Provide to the Airport Manager an original copy of a certificate of insurance evidencing that applicant has insurance of the types, and in the minimum amounts, required under Article 5, and meeting the current insurance requirements set forth by the City, and naming the City as an additional insured.
3. Provide to the Airport Manager evidence that the applicant has a current business license from the City of Marina.
4. Comply with all applicable provisions of the Marina City Code; Rules and Regulations; Airport Minimum Operating Standards; Federal, State and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.



5. Pay all applicable fees set for the pertinent Long-Term Airport Use Permit listed on the schedule of Airport Rates and Fees available from the Airport Administration Office.

## **Article 11. Non-Commercial Activities**

### **Section 11-1. Flying Clubs**

A Flying Club is a non-profit entity or organization organized for the purpose of providing its members with one or more aircraft for their personal use and enjoyment only. A Flying Club shall meet the following standards:

1. At the time of applying for a lease, license, Permit and/or agreement with or from the City to operate at the Airport, the Flying Club shall furnish the Airport Manager with a copy of its articles of incorporation, if it is a corporation; a copy of its articles of organization, if it is a limited liability company; a copy of its certificate of limited partnership, if it is a limited partnership; a copy of its partnership agreement, if it is a general partnership; the Flying Club's roster or list of members, including names of officers and directors; evidence of required insurance; a description of all aircraft used at the Airport; evidence that such aircraft have a valid airworthiness certificate; evidence of ownership of, or leasehold interest in, such aircraft; and any operating rules of the Flying Club.
2. The Flying Club's books and records shall be available for inspection and copying by the Airport Manager at any reasonable time. The Flying Club shall update its roster or list of members and provide the Airport Manager with such updated roster or list no later than June 30 and December 31 of each year, or at such other times as may be requested by the Airport Manager.
3. All aircraft used by the Flying Club at the Airport shall be owned by the Flying Club or exclusively leased by the Flying Club exclusively through a written lease, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of its members. The property rights of its members shall be equal, and no part of any revenues received by the Flying Club shall be used to provide any direct benefit to any particular member or members (e.g., by salary or bonus). The Flying Club shall not derive greater revenue from the use of its aircraft than the amount necessary to defray the Flying Club's administrative expenses and the cost of the operation, maintenance and replacement of its aircraft and facilities.
4. The Flying Club's aircraft shall not be used by anyone other than its members, and shall not be used by anyone for hire, charter or on-demand air taxi operations. Flight instruction may be provided in the Flying Club's aircraft by one club member to another member, and the club member providing such instruction may be compensated by being awarded either a credit against the payment of Flying Club dues or additional flight time in the aircraft owned by the Flying Club.



5. Any qualified mechanic who is a registered member of the Flying Club and part owner of the aircraft owned by the Flying Club may perform maintenance work on those aircraft. The Flying Club may not pay, or become obligated to pay, for such maintenance work, but such mechanics may be compensated by being awarded either a credit against the payment of Flying Club dues or additional flight time in the aircraft owned by the Flying Club.
6. The Flying Club and its members are prohibited from leasing, selling, trading or bartering any goods or services to or with any non-members of the club, except that The Flying Club may sell or exchange its aircraft and equipment for replacement or liquidation purposes.
7. The Flying Club shall comply with all applicable provisions of the Marina City Code; Rules and Regulations, Airport Minimum Operating Standards; Federal, State, and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.
8. A Flying Club that violates these requirements, or that permits one or more members to do so, may be required to terminate all operations as a Flying Club at the Airport, at the Airport Manager's discretion.

#### **Section 11-2. Private Hangars**

An applicant may request a land leasehold upon which to build and use private (non-commercial) hangars. The following standards apply to private hangars:

1. The Private Hangar developer shall review the development plans with the Airport Manager. The Airport Manager will review such plans for conformity to the current overall airport plans, for location, size, and style of the Hangar.
2. The private hangar Tenant shall lease at the Airport sufficient land, if available, as approved by the City, for each of its hangar(s).
3. The private hangars shall be used only for those purposes which are specified for Hangars in the Rules and Regulations.
4. The only aircraft that may be stored in private hangars are aircraft that are owned or leased by the private hangar Tenant, or by one of the following persons associated with the Tenant:
  - A. A person who is a general partner of a Tenant which is a partnership;
  - B. A person who is a manager of a Tenant which is a limited liability company, or if there is no designated manager, a member of such Tenant;
  - C. The president of a Tenant which is a corporation;
  - D. The chief executive officer of a Tenant which is any other legal entity.



5. The private hangar Tenant shall not sublease any assignment of its leasehold interest without prior approval of the City pursuant to Article 4.
6. The private hangar Tenant shall not sublease a hangar without notification to the Airport Manager.
7. All insurance provisions contained in Article 5 shall apply to the private hangar Tenant, except that the Tenant shall not be required to maintain any automobile liability insurance (except as required by State law), aircraft liability insurance, or hangar keeper's liability insurance in connection with the land leasehold upon which the Tenant builds and uses private hangars.
8. The private hangar Tenant shall comply with all applicable provisions of the Marina City Code; Rules and Regulations, Airport Minimum Operating Standards; Federal, State, and local laws, rules, regulations, and ordinances; and the City's Federal Airport Grant Assurance Obligations.
9. The private hangar tenant shall provide to the Airport Manager a tenant list that includes the tenant(s) name, address, phone number and aircraft type, model, N-number, and assigned hangar unit. The operator shall provide to the Airport Manager an updated tenant list upon any change in tenancy or aircraft being stored.