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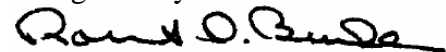
***KING COUNTY INTERNATIONAL AIRPORT***

**AIRPORT MINIMUM STANDARDS**

January 2007

Approved by:

King County Code 15.20.020



*Robert I. Burke, AAE*

Airport Director

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Effective Date



**King County**

Department of Transportation

Airport Division

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# **KING COUNTY INTERNATIONAL AIRPORT MINIMUM STANDARDS**

January 2007

Prepared For:

King County International Airport  
7233 Perimeter Road  
Seattle, WA 98108  
(206) 296-7380

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## **1.0 PREAMBLE**

The King County International Airport/Boeing Field (KCIA) is owned and operated by King County. KCIA is subject to numerous Federal obligations between the County and the Federal Aviation Administration (FAA) and the United States of America, by and through the FAA, pursuant to Surplus Property Deed(s) and Grant Agreements. Applicable Laws and Regulations include:

- Federal Aviation Act of 1958, as amended, and its precedent, Civil Aeronautics Act of 1938.
- Surplus Property Act of 1944
- Civil Rights Act of 1964
- FAA Order 5190.6A, Airport Compliance Requirements
- Advisory Circular 150/5100-16A, Airport Improvement Program Grant Assurance Number One – General Federal Requirements
- Advisory Circular 150/5190-5, Change 1, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities

Under these agreements, the County has agreed to assume certain obligations pertaining to the operation, use and maintenance of the King County International Airport/Boeing Field. These obligations remain in full force and effect throughout the useful life of the facilities developed under the funded projects, not to exceed 20 years. However, there is no limit on the duration of surplus property obligations or assurances against exclusive rights.

To assist the County in meeting its obligations, the FAA encourages airport owners to develop and publish minimum standards to be met by all who use or occupy the airport property. It is the prerogative of the County to impose conditions on users of the airport to ensure its safe and efficient operation. Such conditions must be fair, equal, and not unjustly discriminatory. They must be relevant to the proposed activity, reasonably attainable, and uniformly applied. To not meet its obligations could result in the County being declared in non-compliance and therefore ineligible for federal funding or other sanctions.

Benefits to be derived from establishing minimum standards include:

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- Promotion of safety in airport activities
  - Maintenance of high quality service for all airport users
  - Providing financially equitable treatment to all tenants
  - Defining the minimum operating threshold for prospective commercial operators
  - Protection of airport users from unlicensed and unauthorized products and/or services
  - Promotion of orderly development of airport property
  - Providing a formalized, but negotiable, base-line for lease development
  - Fostering mutually beneficial tenant-landlord relationships

This document lists the Minimum Standards as well as basic Rules and Regulations for all providers of aeronautical services at KCIA. It was developed to provide guidance and protection for all parties concerned.

These recommended minimum standards must be reviewed, amended and then accepted by the County after concurrence by the FAA.

For those entities meeting the Minimum Standards the airport owner will negotiate a lease to provide specific services in the leased area with stated facilities at an agreed upon set of rates and charges.

Minimum Standards establish a template for safe tenant operations, minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services, address environmental liability issues, reduce liability issues and minimize accident exposure. Minimum Standards set the format for which the Airport Director can measure requests for business activity on the airport and allow those providers of aeronautical services to make sound business decisions concerning the future of their business.

The details for construction of structures and other facilities are not included in these Minimum Standards. In accordance with the continuing aesthetic and environmental improvement of the Airport, the Airport Director shall review and approve all site plans, new construction, remodeling projects, and color schemes proposed by a Lessee prior to such improvements by the Lessee. Construction proposed by a prospective Lessee must be in accordance with the Building Codes adopted by King County or such other revised code as may subsequently be adopted.

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King County has deemed that it is in the best interest of the community and the Airport that certain aeronautical services are provided at KCIA. These services have been required of various businesses from time to time through lease agreements with the service providers. The standards included herein are based on the lease agreements currently in place at the Airport and for services that may be provided at the Airport in the future.

In preparing and adopting these Minimum Standards for Airport Aeronautical Services, the Airport has attempted to promulgate standards that will encourage development of adequate services and facilities required by the airport user, encourage development of the airport and its activity and at the same time be reasonable.

It should be noted that the standards set forth herein are not to be construed as setting forth the desirable size of land area or structure for a particular operator. In this regard, the prospective Lessee may find that in order to establish an economically feasible operation, which will yield a satisfactory return on their investment, the requirement for land, area and/or structures will be in excess of the Minimum Standards.

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## **2.0 POLICY**

King County, (hereinafter referred to as the “County”) is charged with the responsibility for the administration of the King County International Airport/Boeing Field, Seattle, Washington. In order to foster, encourage, and insure the economic health and orderly development of aviation and related aeronautical activities at KCIA, the County has established certain policies, standards and requirements for Commercial Aeronautical Operators, (hereinafter referred to as the “Operators”).

These Minimum Standards and Requirements are just that – Minimum. Any operator of a commercial aeronautical venture who is based on the Airport will be subject to applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures, including Airport general rules and regulations. The County reserves the right to change these standards at its discretion. Any adjustments by Operators necessitated by such changes will be negotiated as to time of implementation. A written agreement, properly executed by the County and the Operator, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon. The contract provisions, however, will be compatible with the Minimum Standards herein contained and will not change or modify such standards and requirements. The minimum standards are included as part of all leases between the County and any person or persons, firm or corporation based on the Airport and engaged in any commercial aeronautical services or activities. Information relative to rentals fees, and charges applicable to the aeronautical services, included herein, will be made available to all prospective commercial aeronautical operators by the Airport Director.

## **2.1 GENERAL INFORMATION**

### **2.1.1 GENERAL POLICY STATEMENT**

A fair and reasonable opportunity, without discrimination, shall be afforded to all applicants to qualify, or otherwise compete, for available airport facilities and the furnishing of selected aeronautical services; subject to the Minimum Standards and Requirements as established by the County and set forth in Reference I, entitled “Schedule of Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at King County International Airport/Boeing Field, Seattle, Washington”.

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In all cases where the words “Standards” or “Requirements” appear in the above-mentioned “schedule”, it shall be understood that they are modified by the word “Minimum”. All operators will be encouraged to exceed the “Minimums”; none will be allowed to operate under conditions below the minimums.

Contingent upon its qualifications, meeting the established Minimum Standards, the execution of a written agreement with the County, the payment of the prescribed rentals, fees, and charges, and compliance with all County, State, and Federal laws, rules, codes, and regulations, the operator shall have the right and privilege of engaging in and conducting the activities selected by it on KCIA as specified by the written contract. The granting of such right and privilege, however, shall not be construed in any manner as affording the operator any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written agreement. The County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The County reserves the further right to designate the specific Airport areas in which the individual or a combination of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands available for such purpose, consistent with the orderly and safe operation of the Airport.

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## 3.0 DEFINITIONS

As used in these Minimum Standards, the following terms shall have the following meanings:

**Aeronautical Activity** - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.

*Note: Activities within this definition commonly conducted on airports include, but are not limited to, the following: air taxi and charter operations, scheduled and nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, airframes and powerplants, sale of aircraft parts, air ambulance services, avionics sales and repairs, aircraft storage and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.*

Aircraft means aeronautical devices, including, but not limited to, powered fixed-wing airplanes, gliders, balloons, ultralights, helicopters, and gyrocopters.

Aircraft Maintenance means inspection, overhaul, repair, preservation, alteration, and the replacement of parts by individuals or companies operating under FAR Part 145 but excludes preventive maintenance.

- (1) Major Repair means a repair
  - a. That if improperly done, might appreciably affect weight, balance, structural strength, performance, power plant operation, flight characteristics, or other qualities affecting airworthiness, or
  - b. That is not done according to accepted practices or cannot be done by elementary operations.
- (2) Minor Repair means a repair other than a major repair
- (3) Major Alteration means an alteration not listed in aircraft, aircraft engine, or propeller specifications

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- a. That might appreciably affect weight, balance, structural strength, performance, power plant operation, flight characteristics, or other qualities affecting airworthiness or
  - b. That is not done according to accepted practices or cannot be done by elementary operations.

(4) Minor Alteration means an alteration other than a major alteration.

**Air Charter or Taxi** - the commercial operation of providing non-scheduled air transportation, under FAR Part 135, of person(s) or property for hire on demand. Air Charter services can be offered on any size aircraft, however, air taxi services are limited to aircraft with fewer than 60 seats.

**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 expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

**Aircraft Movement Area** - means all paved airfield surfaces (except for the designated general aviation, terminal, and cargo aprons) which includes all runways, taxiways, and non-marked aircraft maneuvering areas of the airport. The Aircraft Movement Area is defined under formal agreement with the Airport Traffic Control Tower (ATCT) chief, airport owner, airlines, and other major aviation users of the airport. When in operation, the Airport Traffic Control Tower has direct and positive control of activities within the Aircraft Movement Area. The Aircraft Movement Area is considered a “restricted area” requiring access authorization by the County.

**Aircraft Non-Movement Area** - means all airfield pavements other than those areas designated as the Aircraft Movement Area and includes aprons designated as General Aviation Apron, Terminal Apron, and Cargo Apron and taxilanes servicing those aprons.

**Aircraft Operation** - means the taxi, takeoff, or landing of an aircraft within the designated Aircraft Movement Areas or Aircraft Non-Movement Areas.

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**Aircraft Operator** - means any operator which pilots, controls, owns, exclusively leases or maintains an aircraft.

**Aircraft Owner** - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

**Aircraft Parking and/or Storage Areas** - means those hangar and apron locations of the airport designated by the County for the parking and storage of aircraft. These areas include "tiedown" aprons equipped with three-point rope or chain devices that are used to secure aircraft.

**Aircraft Rental** - the commercial operation of renting or leasing aircraft to the public for compensation.

**Aircraft Sales** - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

**Airfield** – The airfield includes both the Aircraft Movement Area and the Aircraft Non-Movement Area, as previously defined in this section.

**Airport** - means the entirety of the King County International Airport/Boeing Field.

**Airport District Office (ADO)** - These FAA offices are outlying units or extensions of regional airport divisions. They advise and assist public agencies and their agents with the submission of project requests for establishing, improving, equipping, and financing airports. They also provide advisory services to the owners and operators of both public and private airports regarding the operation and maintenance of their airports.

**Airport Layout Plan** - 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. A current FAA-approved ALP is a prerequisite to issuance and receipt of federal funding in support of any airport capital improvement project.

**Airport Master Plan** - means the FAA-approved concept of the ultimate development of the airport. It presents the research and logic from which the plan evolved and displays

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the plan in written and graphic forms. It typically presents schedules of proposed airport development in three planning horizons: 0 to 5, 6 to 10, and 11 to 20 years.

**Airport Minimum Standards** - means a document adopted and formally approved by King County within which are detailed provisions defining the minimum standards acceptable by the County for entities aspiring to conduct commercial or non-commercial operations or activities on the airport.

**Airport Owner** - means King County.

**Airport Property** - means all on-airport real estate and other on-airport material assets owned, leased or controlled by the County through a legal agreement.

**Airport Reference Codes** – FAA Advisory Circular 150/5300-13 Airport Design defines the Airport Reference Code (ARC) as “a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport.” The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zones and Object Free Zones dimensions, surface gradients, and threshold siting standards.

**Airport Traffic Control Tower (ATCT)** - means airport traffic control tower, personnel, equipment, facilities, and services as sanctioned and certified by the FAA for the control, separation, and movement of aircraft in the air or on the ground.

**Approval** - means the written approval of the County before any improvement is installed or constructed on a leased premise, or on-airport commercial or non-commercial operation is conducted.

**Apron** - also Ramp means those areas of the Airport, both public and private/leased, designated by King County for the parking or storage of aircraft. As a rule, these areas are usually restricted to access and involve aeronautical activities such as enplaning and deplaning passengers, aircraft servicing, aircraft parking and tie-down, and the handling of air cargo transfer.

**Assurance** - An assurance is a provision contained in a Federal grant agreement to which the recipient of Federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

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**Based Aircraft** - means any aircraft whose "home base" or "permanent residency" is KCIA.

**Building** - means the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto and shall include garages, outside platforms, docks, carports, canopies, eaves, and porches.

**CFR** - means Code of Federal Regulations. 14 CFR pertains to Aeronautics and Space. Commercial Aeronautical Activity means any commercial activity which relates to aviation activities in general. Such activity includes, but is not limited to: charter operations, pilot training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air taxi operations, aircraft sales, service, sale and storage of aviation petroleum products, repair and maintenance of aircraft, and the sale of aircraft parts.

**Commercial Aeronautical Service** - means 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 either a Fixed Base Operator (FBO) or a Specialized Aviation Service Operator (SASO).

**Commercial Aviation Operator** - is defined as a person or persons, firm, or corporation engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective(s) are accomplished. Authorized activities shall be strictly limited to anyone, or a combination of the following aeronautical services per formed in full compliance with the specific activity standards, hereinafter, set forth:

- Aircraft Sales (New and/or Used)
- Airframe and Power Plant Repair Facilities
- Aircraft Rental
- Flight Training
- Line Services (Aircraft Fuels & Oil Dispensing)
- Specialized Aircraft Repair Service - radios, propellers, instruments, and accessories

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- Aircraft Charter and Air Taxi
  - Specialized Commercial Flying Services
  - Multiple Services
  - Commercial Aviation Operators Subleasing from another Commercial Operator on the Airport
  - Storage of aviation fuels.

Scheduled air carrier and scheduled air taxi services, as defined by the FAA, or any other activities not specifically provided for in the minimum standards, will be subject to negotiation.

**Commercial Self-Service Fueling** - Fueling of an aircraft by the pilot using commercial fuel pumps installed by for that purpose. The fueling facility may or may not be attended by the vendor, which may be a fixed operator or an airport sponsor/operator that is exercising its right to sell fuel.

**Employee** - is a person who is hired for a wage, salary, fee, or payment to perform work for an employer. Operator means any person, persons, proprietorship, association, firm, joint venture, partnership, corporation, Limited Liability Company, other business organization, or any combination of the above.

**Equipment** - means all machinery, together with the necessary supplies, tools, and apparatus necessary to properly conduct the activity or services being performed.

**Exclusive Right** - The power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right or by other means. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others would be an exclusive right.

*Note: Granting an exclusive right to conduct activities on an airport developed or improved with federal funds is expressly prohibited by law; however, the County may reserve such exclusive rights unto itself.*

**FAA** - means the Federal Aviation Administration of the United States Department of Transportation (USDOT).



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**Fixed-Base Operator (FBO)** - means any operator which maintains facilities specifically defined herein at the airport for the purpose of engaging in the retail sales of aviation fuels and associated line service, aircraft airframe and powerplant repair and maintenance, and a minimum of three (3) of the following: flight instruction/aircraft rental, aircraft sales, air taxi and aircraft charter operation, avionics, instrument, propeller repair, aircraft storage, or aircraft parking (tie-down).

**Fueling Agent** - means any FBO business licensed and authorized to dispense fuel into aircraft or to accept delivery of fuel from a major oil company or fuel wholesaler at the fuel tank storage facility or fuel farm. At the fuel farm, the fueling agent will further dispense fuel from the fuel storage tanks into fuel servicing vehicles which must be affiliated with an airport FBO or fuel concessionaire.

**Fuel Servicing Vehicle** - also Fuel Tanker Vehicle, or Refueling Truck/Vehicle means any motor vehicle used for transporting, handling or dispensing aviation fuel, oils, and lubricants on the airport.

**Fuel Storage Area** - also Fuel Farm means those facilities where AVGAS, Jet-A, automobile gasoline (Mogas), or other hazardous materials are stored. These facilities must be in areas designated, inspected and approved by the County and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the airport.

**General Aviation** - means all categories and types of aviation activities and/or commercial operations in the U.S. other than those for certified air carriers defined under FAR Parts 121 or 135 or the Department of Defense.

**Hangar** - means any fully or partially enclosed storage space for one or more aircraft.

**Hazardous Material** - means a substance or material in a quantity or form that may pose an unreasonable risk to health, safety, or property when stored, transported, or used in commerce as defined by the U.S. Department of Transportation, the Environmental Protection Agency.

**Improvements** - means all buildings, structures, and facilities, including pavement, fencing, signs, and landscape constructed, installed or placed on, under or above any

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leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the County for conformity with its buildings and construction standards.

**International Aircraft Operation** - means, in general, operations outside the territory of the U.S., including operations between the U.S. and foreign countries, and the U.S. and its territories or possessions. Includes both the combination passenger/cargo carrier and the all-cargo carriers engaged in international and territorial operations.

**Itinerant Aircraft** - also Transient Aircraft means any aircraft not "home-based" at the Airport, but transiting the Airport, obtaining fuel service or other service at the Airport, or on-loading or off-loading passengers or cargo. Itinerant aircraft are "home-based" elsewhere and may park or hangar at the Airport for short periods of time.

**Itinerant Mechanic** - means an individual or business that conducts aviation mechanical repairs at the Airport for profit, but is not a tenant or located on the Airport property. The mechanic is responsible for acquiring all required County and State Licenses along with the applicable Insurance Policies that may be required.

**Lease** - A contract between the County and an operator granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities. The lease must be in writing, executed by both parties, and enforceable by law.

**Leased Premises** - means the entirety or portions of a ground area under lease by the County to one or more entities, which may include all or parts of buildings, improvements, and fixed and removable structures.

**Lessee** - means any operator having a valid lease with the owner of the airport.

**Light Industrial Activity** - means on-airport industrial activity that may, or may not, be aeronautically related. Such activity must be compatible with airport operations and cannot directly generate smoke, fumes, light, gases, odors, electronic magnetic fields, radio frequencies, or heat that may adversely affect the usefulness, operation, or safety of the airport.

**Light Industrial Development** - means on-airport industrial development that may, or may not, be aeronautically related. All on-airport light industrial facility development

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and/or associated activities shall be governed and restricted to remain compatible and conducive to the continued operation and cannot directly generate smoke, fumes, light, gases, odors, electronic magnetic fields, radio frequencies, or heat that may adversely affect the usefulness, operation, or safety of the airport. Industrial development of buildings, machinery, facilities, or appurtenances (as determined by the County or the FAA) shall not interfere with the intended use or safety of the airport's airspace as defined by FAR Part 77.

**Light Industrial Operator** - means any operator that through lease agreement with the County develops and engages in on-airport light industrial operations that are compatible with airport operations.

**Non-Aeronautical-Related Commercial Activity** - means commercial activity by entities, which by nature of the operation or service, is not directly associated with aeronautical activities. Such activities are allowed provided that they do not adversely affect the usefulness, operation, or safety of the airport.

**Non-Aeronautical-Related Commercial Operator** - means any operator that through lease and/or Operating Agreement with the County conducts on-airport commercial activities which, by nature of the operation or service, are not directly associated with aeronautical activities. Examples of non-aeronautical-related commercial operations typically include: car rentals, taxis service, restaurants, bars/lounges, vending machine and retail stores.

**Non-Commercial Aeronautical Activity** - means activity by any operator that conducts general aviation service(s) solely for its own benefit, not for the benefit of the public, or for hire.

**Non-Commercial Aeronautical Operator** - means any operator through lease and/or Operating Agreement with the County maintains a facility or provides a general aviation service solely for its own benefit, and not for the benefit of the public. Such non-commercial aeronautical operators are specifically prohibited from offering aeronautically related products or services for sale to the public.

**Non-Commercial Non-Aeronautical Operator** - means any operator which provides any service that is not directly related to commercial aeronautical operations and can only operate locally (based at the airport).

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**Notice To Airmen (NOTAM)** - means a notice containing information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard in the National Airspace System) the timely knowledge of which is essential to personnel concerned with flight operations.

**Operating Agreement** - means a written contractual agreement between the County and any operator granting a concession or otherwise authorizing the conduct of certain activities which is in writing and enforceable by law.

**Operator** - also Commercial Aeronautical Operator, means any operator engaged in any business on the Airport who is authorized and licensed to conduct such business by virtue of a contract or agreement with the County. The business may, or not be directly associated with aircraft and aeronautical activities.

**Owner** - means King County. Where approval, enforcement or other act on the part of the County is referred to herein, the County shall act by and through its ordinances unless otherwise specifically indicated.

**Permittee** - means any operator having a valid permit with the owner of the airport.

**Public-Use Airport:** Any airport owned and operated by either public or private entities but which is opened for all public use.

**Repair Facility** - means any facility properly designed and equipped as specified herein to be utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments, and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

**Self-Fueling** - means the fueling or servicing of an aircraft by the owner or pilot of the aircraft or the owner's employee. Self-fueling means using fuel obtained by the aircraft owner from the owners preferred source (either on or off-airport) to fuel their aircraft but not for resale. The self-fueler must pay a fuel flowage fee as established by the County.

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**Self-Service** - includes activities such as adjusting, repairing, cleaning, and otherwise providing service to an aircraft, provided the aircraft owner performs the service or his/her employees with resources supplied by the aircraft owner.

**Self Service Fueling** - means fueling accomplished by the owner, owner's employee, or operator of an aircraft at a business facility approved and authorized by the County to conduct Self Service fueling operations.

**Specialized Aviation Service Operation (SASO)** - means an aeronautical business that offers a single or limited service. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft, airframe and powerplant repair/maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business.

**Sublease** - means, with specific permission from the County, a subordinate lease granted by a lessee, to another operator for specified use of all or part of the airport property defined within the original lease.

**“Through the Fence” Operator** - means an arrangement that the County may at times enter into to permit access to the public landing area by independent operators offering an aeronautical activity or to aircraft based on land adjacent to, but not part of, the airport.

**Tie-down** - means the designated paved or turf area suitable for parking of aircraft wherein a minimum of three suitable tie-down points are available.

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## **4.0 PREQUALIFICATION REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS**

The prospective commercial aeronautical operator shall submit, in written form, to the King County Airport Director, at the time of application, the following information and, thereafter, such additional information as may be requested by the County:

### **4.1 APPLICATION**

As a condition precedent to the granting of an operating privilege on the Airport, the prospective commercial aeronautical operator must submit a detailed description of the intended operation, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high-quality service to the aviation and general public in the Seattle area, including the following:

- a. The name, address, and telephone number of the applicant. If the applicant is a corporation, name address and telephone number of registered agent of the corporation. If the applicant is a partnership, name address and telephone number of all general partners.
- b. The services to be offered.
- c. The proposed date for commencement of operations.
- d. The amount of land to be leased.
- e. The building space to be constructed or leased.
- f. The number of aircraft to be provided.
- g. The number of persons to be employed.
- h. The hours of proposed operation.
- i. The number and types of insurance coverage maintained.
- j. Evidence of financial capability to perform and provide the proposed services and facilities.
- k. Copies of all licenses, certifications, and permits possessed by the applicant or its key employees to be based at the Airport that are necessary or required to perform the proposed services.
- l. Description of the methods to be used to assure compliance with sanitation, health and safety codes.

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- m. Non-refundable application fee established by the County and based on the estimated cost to the County of processing the application.

## **4.2 FINANCIAL RESPONSIBILITY**

The prospective operator must provide a statement, satisfactory to the County, of evidence of their financial responsibility, from a bank or trust company doing business in the Seattle area or from such other source that may be acceptable to the County and readily verified through normal banking channels. The prospective operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate its ability to provide working capital to carry on the contemplated operations once initiated.

### **4.2.1 EXPERIENCE**

The prospective Operator shall furnish the County with a statement of its past experience in the specified aviation services proposed to be furnished by him or her together with a statement setting forth personnel to be used for the operations and the experience of said personnel.

### **4.2.2 GENERAL REQUIREMENTS**

#### **REQUIREMENT OF A WRITTEN AGREEMENT**

Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the County, which agreement will recite the terms and conditions under which it will operate its business on the Airport, including, but not limited to, the term of agreement; the rentals, fees, and charges; the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions herein contained nor those set forth in the Schedule of Minimum Standards and Requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change or modify the minimum standards and requirements, or be inconsistent there with.



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## SITE DEVELOPMENT STANDARDS

### 1. Physical Facilities

- (a) The minimum space requirements as hereinafter provided shall be satisfied with one (1) hangar building, attached buildings, or separate buildings. The hangar building shall have at least one (1) door with the following minimum dimensions unless exception is specified in the lease or rental contract.

Floor Space of Hangar Building	Door Width Clear Area	Door Height Clear Area
4,000 to 20,000 sf	60 ft	20 ft
Over 20,000 sf	100 ft	26 ft
Secondary Door	60 ft	22 ft

*\*Existing buildings need not be modified to meet these criteria.*

- (b) The Operator shall provide a paved walkway within the lease area to accommodate pedestrian access to the Operator's office; a paved aircraft apron within the leased area sufficient to accommodate its activities and operations, and telephone facilities for customer use. Floor space allotments shall include office, customer lounge, and restroom facilities, with all areas heated and lighted.
- (c) For construction of any new facilities not already contained on the Airport, the operator shall be subject to the same standards of development as are contained in the Airport Master Plan for the King County International Airport/Boeing Field. All construction must be approved in writing by the County.
- (d) All construction must have written approval of the Airport Director.

## PERSONNEL

The Operator shall have in its employ, and on duty during the required operating hours, trained personnel with proper FAA Certificates, and ratings as required in such numbers and types to provide adequate and efficient services as specified in the rules and regulations and/or lease or rental agreement.

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### 4.2.3 INSURANCE

The Operator shall procure and maintain, during the term of his/her agreement insurance of the types and in the minimum limits set forth in the schedule of minimum standards for the respective categories of aeronautical services. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Washington. In all cases, the Operator must comply with Washington Statutes with respect to Workmen's Compensation and Unemployment insurance.

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

All insurance, which the Operator is required by the County to carry and keep in force shall include King County, the Airport Director, and the agents, and employees of King County as additional insureds. The Operator shall furnish to the County's Airport Director proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change. The Operator shall have a thirty (30) day notice of cancellation in favor of the County in place on all insurance policies. It is further understood as circumstances in the future dictate, the County may require an increase in bodily injury and property damage insurance.

All insurance which the operator is required by the County to carry shall include coverage of: Premises and operations, Independent contractors and their subcontractors, Real property (fire), injury, contractual liability, worker's compensation, employer's liability, and product/completed operations coverage. The applicable insurance coverages

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shall be in force during the period of any construction of the Operator's facilities and/or prior to entry upon the airport for the conduct of business.

#### **4.2.4 MOTOR VEHICLES ON AIRPORT**

The Operator may make provisions for the transportation of pilots and passengers of transient general aviation aircraft (using the Operator's facilities and services and in the conduct of the Operator's business) to and from the Operator's office to the Operator's aircraft tie-down areas, the County's Airport Terminal area, etc. The Operator performing this service with motor vehicles driven on the airport shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state, and municipal laws, ordinances; codes, or other similar regulatory measures now in existence or as may be hereafter modified or amended. All drivers assigned by the Operator must complete the airport's on-airport driving training course. The Operator shall be required to equip these motor vehicles with two-way radio capable of communicating with the Federal Aviation Administration (FAA) Airport Traffic Control Tower (ATCT) as well as with appropriate rotating beacons and must comply strictly with the orders and instructions by radio, light signal or other communications from the FAA Air Traffic Control Tower. No vehicle allowed on any paved or treated aircraft movement or parking area shall have dual wheeled axle loadings greater than that provided for in construction plans, certified by a professional engineer, or subsequently approved by the FAA.

The Operator shall procure and maintain for any motor vehicles it operates on the Airport, Motor Vehicle Liability Insurance in the following limits specified:

- Motor Vehicle Liability:
- Bodily Injury (Each Accident)
  - \$300,000.00 each person
  - \$500,000.00 for more than one person
  - Property Damage
  - \$500,000.00 each accident

#### **4.2.5 GENERAL LEASE CLAUSES**

These lease clauses shall be contained as a minimum in all leases between the County and the Operator engaged in any aeronautical service on the Airport.

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1. Non-Discrimination - Premises to be operated for use and benefit of Public. The Operator agrees to operate the premises leased for the use and benefit of the public:

- (a) To furnish good, prompt, and efficient service, adequate to meet all demands for its service at the Airport.
- (b) To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.
- (c) To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

The Operator, its agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of its facilities provided for the public in any manner prohibited by Part 21 Assurances of the Regulations of the Office of the Secretary of Transportation. The Operator further agrees to comply with the County's Assurances.

2. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall operate to prevent any person or persons, firm, or corporation \ operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

3. Non-Exclusive Rights

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

4. Airport Development

The County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the views of the Operator, and without

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interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities, the County agrees to provide a comparable location, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator.

5. County's Rights

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

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

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

6. War or National Emergency

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

7. Airport Obstructions

The County reserves the right to protect navigable airspace associated with the airport as defined by 14 CFR Part 77 – Objects Affecting Navigable Airspace against penetration by obstructions, together with the right to prevent any operator from erecting or permitting to be erected any building, sign, or other structure or to park any aircraft on the airport which, in the opinion of the County and the FAA, would limit the usefulness or safety of the airport, or create an obstruction or hazard to air navigation. The County reserves the right to review all plans and specification for any improvements to be constructed on the Airport to determine

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compliance with 14 CFR Part 77. The approval by the County shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with the Operator.

8. Subordination

This lease shall be subordinate to the provisions of any existing or future grant assurance made between the County and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Any provision of these standards, any lease or any practice carried out on or for the airport shall be subordinate to and, fiat variance with the grant requirements, unilaterally reformable at the County's or the FAA's option for conformity with these grants.

9. Compliance with Laws, etc

The Operator shall at all times comply with the Airport Rules and Regulations, federal, state, and municipal laws, ordinances, codes and other regulatory measures now in existence or, as may be here after modified or amended, applicable to the specific type of operation contemplated by it. The Operator shall procure and maintain during the term of the agreement all licenses, permits, and other similar authorizations required for the conduct of its business operations. Any fines or other assessments made against the County as a result of the non-compliance of any Operator with any law, regulation, or ordinance shall be the responsibility of the offending Operator, which shall reimburse the County for any and all costs associated with any such enforcement actions.

10. Indemnity

The operator shall hold the County, the Airport Director and the officers, agents and employees of the County harm- less from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature including, but not limited to action of Operator employees, agents guests, customers, and sub-contractors in any way arising out of, or resulting from, its tenancy and activities, and shall pay all expenses in defending any claims against the County by reason of its tenancy and activities.

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#### 11. Misrepresentation

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

#### **4.2.6 MISCELLANEOUS**

The prospective Operator may select the range of aeronautical services covered by the County's minimum standards. Where more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances.

Because of these variables, the applicable minimum standards on combinations of services will be discussed with the prospective Operator at the time of its application. The Operator shall keep and maintain leased premises in a safe, neat, and orderly manner to the extent necessary to meet or exceed good housekeeping/HAZMAT containment practices in conformance with the Airport's Stormwater Pollution Prevention Plan (SWPPP) as required by the U.S. Environmental Protection Agency NPDES Stormwater Program, the Washington State Department of Ecology and the Department of Natural Resources.

The Operator shall maintain the pavement constructed by the Operator. The maintenance of the interior and exterior of the building, utility costs, and trash removal shall be the Operator's responsibility. All grass mowing and landscape maintenance within the Operator's leased premises shall be the Operator's responsibility.

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## **5.0 SCHEDULE OF SERVICES**

### **5.1 AIR CARGO PROVIDERS**

#### **STATEMENT OF CONCEPT**

An Air Cargo Provider is a person or persons, firm or corporation engaged in the transport of cargo or freight, including express packages and mail, using either passenger or all-cargo aircraft. An air cargo carrier is certificated in accordance with FAR Part 121 to provide scheduled air freight, express, and mail transportation over specific routes, as well as the conduct of nonscheduled operations that may include passengers. Air cargo providers are classified as either major carriers or feeder carriers. Major carriers are those that use aircraft capable of accommodating 60 or more passenger seats (even though they are not carrying passengers) and feeders are all others.

#### **MINIMUM STANDARDS**

1. The operator shall lease from the County an area mutually agreed upon of sufficient size to accommodate the peak number of aircraft scheduled to be on the ground at any time. Additionally, the ground lease must include area for aircraft servicing, Ground Service Equipment (GSE) storage, cargo sorting, truck delivery and parking areas and interface with feeder carriers. The Operator shall provide sufficient automobile parking space to accommodate all employee and customer parking on site with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator.
2. Self-fueling or fuel storage shall be permitted so long as the individual performing the fueling meets all County standards for aircraft fueling.
3. All aircraft must be compliant with FAR Part 36. The Operator shall provide the County with proof that all aircraft being used for air cargo service meet the requirements of FAR Part 36 with regard to noise generation.
4. The Operator will be knowledgeable of the County's Voluntary Noise Agreement that minimizes noise impacts on the community.

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5. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I – “Schedule of Minimum Insurance Requirements.”

## **5.2 AIR PASSENGER CARRIERS**

### **STATEMENT OF CONCEPT**

An air passenger carrier is a person or persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, on a scheduled basis as defined in the Federal Aviation Act of 1968, or as said Act may be supplemented or amended from time to time.

### **MINIMUM STANDARDS**

1. The Operator shall lease from the County an area of sufficient size, shape, and location as mutually agreed upon wherein space will be provided for passenger and baggage services, offices, departure lounge, and other facilities for customer use. The Operator shall provide sufficient automobile parking space to accommodate employees and customer parking either on or off-airport, with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.
2. The Operator shall provide no less than two scheduled flights per day.
3. The Operator shall provide the County with proof that all aircraft being used for air cargo service meet the requirements of FAR Part 36 with regard to noise generation.
4. The Operator will be knowledgeable of the County’s Voluntary Noise Agreement that minimizes noise impacts on the community.

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5. The Operator shall provide certificates of insurance providing the coverages specified in reference hereto, the “Schedule of Minimum Insurance Requirements.”
  6. The Operator shall have its premises open and services available a minimum of eight (8) hours daily, seven (7) days per week; and shall provide on-call service during hours other than the afore mentioned.
  7. The Operator shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category. The Operator shall also have available sufficient qualified operating crews and a satisfactory number of personnel for checking in passengers, handling of luggage, ticketing and for furnishing or arranging for suitable ground - transportation.

### **5.3 AIRCRAFT SALES (NEW AND/OR USED)**

#### **STATEMENT OF CONCEPT**

An aircraft sales operator is a person or persons, firm or corporation engaged in the sales of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by him.

#### **MINIMUM STANDARDS**

1. The Operator shall lease from the County or FBO an area mutually agreed upon of sufficient size, shape and location to provide for the display and storage of aircraft on which shall be erected a building providing sufficient floor space for aircraft storage, parts, repairs and maintenance, and at least 700 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator’s activities, operations, and

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adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.

2. The Operator shall provide or have available on call at least one (1) fully assembled aircraft of each model offered for sale for the purpose of demonstration.
3. The Operator shall employ or have available on call a sufficient number of pilots with instrument and instructor ratings who shall be current (in type) in all aircraft makes and models to be demonstrated.
4. The Operator shall provide necessary and satisfactory arrangement for repair and service of aircraft but only for the duration of the guarantee or warranty period. Servicing facilities may be provided through a written agreement with any authorized repair station operating at the Airport.
5. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I – “Schedule of Minimum Insurance Requirements.”

## **5.4 AIRFRAME AND POWER PLANT REPAIR FACILITIES**

### **STATEMENT OF CONCEPT**

An aircraft engine and airframe maintenance and repair operator is a person(s), firm or corporation providing one (or a combination of) airframe and power plant overhaul and repair services, by a person(s) currently certified by 14 CFR 145 with ratings appropriate to the work being performed. (This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

### **MINIMUM STANDARDS**

1. The Operator shall lease from the County or FBO an area of sufficient size, shape, and location as mutually agreed upon on which shall be erected a building providing at least 4,500 square feet of floor space for airframe and powerplant

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overhaul and repair services and at least 1,000 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. All office/lounge space shall be properly heated and lighted. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tiedown facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.

2. The Operator shall provide sufficient equipment, supplies, and availability of parts for certification as a FAA approved repair station. The Operator shall have their premises open and services available eight (8) hours daily, five and one half (5 ½) days a week, including one half (½) day on Saturday morning. The Operator shall employ (and have on duty or readily available on call during required operating hours), sufficiently uniformed, efficient, and trained personnel in such numbers as required to meet the minimum standards set forth in this category but never less than two (2) persons currently certificated by the FAA with ratings appropriate to the work being performed and who holds both an airframe and powerplant (A&P) rating and an Inspection Authorization (IA). The Operator shall have an employee in the office at all times during the required operating hours. This can be the same person as required above.
3. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I – “Schedule of Minimum Insurance Requirements.”

## **5.5 AIRCRAFT RENTAL**

### **STATEMENT OF CONCEPT**

An aircraft rental, operator is a person(s), firm or corporation engaged in the rental of aircraft to the public.

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## MINIMUM STANDARDS

1. The Operator shall lease from the County an area of sufficient size, shape, and location to provide sufficient area to accommodate the Operator's activities and operations including at least 5,000 square feet of floor space for storage and maintenance of aircraft, office, shop, customer lounge, restrooms, all properly heated and lighted, and shall provide telephone facilities for customer use. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.
2. The Operator shall have available for rental, either owned or under written lease to the Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of his operation, but not less than two (2) certified and currently air worthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of flight under instrument conditions. The Operator shall provide an employee to be in attendance in the facility office at all times during operating hours. The Operator shall employ at least one person having current FAA certified flight instructor ratings for each of the aircraft models offered for rental. The Operator shall develop and implement written policies to ensure that only qualified and licensed persons may rent aircraft and shall provide a copy of said policies to the County. The Operator shall have its premises open eight (8) hours a day, six (6) days a week. The use of an adequate telephone service will be considered as being "open" if such service has access to the Operator or its local representative.
3. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I – "Schedule of Minimum Insurance Requirements."

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## **5.6 FLIGHT TRAINING**

### **STATEMENT OF CONCEPT**

A flight training operator is a person(s), firm or corporation engaged 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 for preparation to taking an FAA written examination and flight check ride for various category or categories of pilot's licenses and ratings.

### **MINIMUM STANDARDS**

1. The Operator shall lease from the County (or sublease from an FBO or commercial aeronautical operator with the approval of the County) an area of sufficient size, shape, and location to provide sufficient area to accommodate the Operator's activities and operations including at least 15,000 square feet of floor space for storage and maintenance of aircraft, office, shop, customer lounge, restrooms, all properly heated and lighted, and shall provide telephone facilities for customer use. The Operator shall provide at a minimum an office, classroom, and briefing room space as required by 14 CFR Part 141 (with adequate mockups, pictures, slides, filmstrips, and other visual aids) to support flight-training activities. There is no requirement that the Operator be certified under 14 CFR 141. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.
2. The Operator shall have available for use in flight training, either owned or under written lease to the Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than three (3) properly certificated aircraft, at least one (1) of which must be equipped for and

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capable of use in instrument flight instruction. The County reserves the right to require one (1) twin-engine aircraft in addition to the above if it feels this is necessary to insure full training availabilities on the airport. The Operator may engage in the maintenance of only those aircraft either owned or under written lease. The Operator shall have its premises open and services available ten (10) hours daily, seven (7) days a week and shall have an employee in the facility at all times during the required hours. The Operator shall have on duty, on a full time basis, at least one (1) flight instructor who is currently certificated by the FAA to provide the type of flight training offered; and shall have available for call, on a part- time basis, at least one (1) flight instructor who is currently certificated by the FAA to provide the type of flight training offered; and shall provide a currently certificated ground school instructor, at least four (4) days per week, three (3) hours per day, available as needed.

3. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I – “Schedule of Minimum Insurance Requirements.”

## **5.7 FIXED BASED OPERATOR (FBO)**

### **STATEMENT OF CONCEPT**

A Fixed Based Operator (FBO) is an operator that maintains major facilities at the airport for the purpose of conducting the retail sale of aviation fuels, lubricants, other related petroleum products, and associated aircraft line services. The Operator shall provide aircraft maintenance and at least three (3) of the following services: flight instruction (either Part 91 or 141)/aircraft rental, aircraft sales, aircraft charter operations, avionics, instrument, or propeller repair, aircraft storage (tiedowns or hangars), airplane cleaning, ground services and/or other commercial operations that are construed by the County as complementary and/or supportive of Airport/aviation activities. The Operator shall remain responsible for compliance with this standard in the event that a sub-lessee of its facility, which is duly authorized by the County, provides any required service on its behalf.



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## **MINIMUM STANDARDS**

The Operator shall lease from the County an area of sufficient size, shape, and location to provide sufficient area to accommodate the Operator's activities and operations. The leased space shall include a minimum of 33,000 square feet of hangar space including not less than 22,000 square feet dedicated to the storage of FBO tenant and transient aircraft, and not less than 3,000 square feet dedicated to the provision of aircraft repair and maintenance services and spare parts storage. The Operator shall provide a minimum of 3,200 square feet of heated, lighted, and air conditioned terminal and office space that will include space for crew and passenger lounges, public restrooms, training, and flight planning. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County. In order for the Operator to engage in other services than originally agreed upon in the initial contract, additional lease negotiations with the County must be entered into, and the requirements of these "additional aeronautical activities" as set forth by the County must be met prior to the to the Operators engagement of these activities.

### **5.7.1 FBO FUELING OPERATIONS REQUIREMENTS**

#### **FUELING PERMITS REQUIRED**

An FBO or Commercial Operator shall not engage in fueling operations at KCIA without having first been issued fueling operations permit(s) by the County.

1. The County reserves the right in its sole discretion to grant fueling concession rights and privileges on the Airport to other vendors which may be identical (in part or in whole) to those already granted. However, any new vendor will be required to comply with the minimum standards adopted by the County. The County will not grant additional vendors the right and privilege of operating under any better rates, terms, or conditions than those already granted.

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2. An applicant for the issuance or renewal of a fueling operations permit shall file with the County an application form provided for that purpose, which must be signed by the applicant.
  3. When an application has been filed with the County, the County shall make an inspection of such applicant's site, equipment, and fuel for the proposed fueling operations in order to ensure compliance with all applicable laws, ordinances, or regulations.
  4. The County shall issue or annually renew a fueling operations permit within thirty (30) days of receipt of an application unless one (1) or more of the following is found to be true:
    - (a) The applicant has failed to provide required information or has provided false information in their application.
    - (b) The applicant's proposed fueling operations will violate an applicable law, ordinance, or regulation.
    - (c) The applicant has had a fueling operation's permit revoked or suspended within the two (2) years preceding the date of the application.
    - (d) The applicant has failed to meet the minimum requirements of these regulations.

#### **DISPLAY OF FUELING OPERATIONS PERMIT**

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

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## **REVOCATION OR SUSPENSION OF PERMIT**

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

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

## **FUEL PERMITTEE RESPONSIBILITIES**

1. All into-plane delivery of fuels shall be performed only on leased premises unless written permission is granted from the other tenants, the County or lessor. Also, all into-plane delivery of fuels will be done in accordance with NFPA 407 that requires that fueling be performed outdoors and not inside of hangars or within 25 feet of any building.
2. A permittee shall obtain the written approval of the County prior to the construction or installation of any fuel-related improvements on the permittee's leased premises.
3. A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar airport improvements.
4. A permittee shall promptly repair any damage caused by the permittee, the permittee's employees, agents, patrons, and guests.
5. A permittee shall replace any fueling facility improvement on its leased premises, which has been destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction.
6. Upon written notice, a permittee shall perform any non-emergency reasonable facility maintenance that the County determines is necessary. If a permittee fails

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to undertake such maintenance within three (3) days of receipt of the written notice, the County may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the County, the permittee shall reimburse the County for all cost related to the maintenance performed. The County reserves the right to order any fuel facility be placed out of service immediately if County determines in its best reasonable judgment that an unsafe condition exists. In such case, operator is obligated to take appropriate corrective action immediately.

7. A permittee shall require any prime contractor it hires for the construction of a permanent improvement to provide 100% performance bonds acceptable to the County in the full amount of the construction contract for all contracts of fifty thousand dollars (\$50,000.00) or more, and 50% payment bonds for all contracts of twenty-five thousand (\$25,000.00) or more, naming the permittee and the County as joint obligees.
8. The permittee shall demonstrate that satisfactory arrangements have been made with an aviation petroleum distributor/vendor for the delivery of fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation fuel and oil delivered to the FBO operator/operator by a vendor will be considered by the County to be a fuel and oil dispensed by the permittee under the purview of the minimum rates established in the agreement with the County.
9. The permittee shall have in force General and Environmental Liability and Products Liability Insurance as specified in Reference I, "Schedule of Minimum Insurance Requirements."

#### **COUNTY CHARGES**

Operator shall collect or have collected and paid to the County any fuel flowage fee charges as shall be fixed by ordinance.

#### **RECORDS AND MONTHLY REPORTS**

1. A permittee shall maintain accurate records of all fuel received and dispensed.
2. A permittee shall, each month, submit to the County a copy of the original report received from the permittee's suppliers showing the amount of fuel delivered regardless of the amount, if any, of fuel that is delivered.

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3. A permittee shall allow its records of fueling operations to be audited at anytime either by a representative of the County or by an independent certified public accountant selected by the County.
  4. A permittee shall, each month, submit a reconciled inventory report of fuel to the County upon which monthly fuel flowage fees will be calculated. Such report shall contain copies of bills of lading on received fuel and shall show all fuel delivered/dispensed to any aircraft as defined by Fueling Operations Permit, showing identification and billing information of such aircraft operator for the assessment of landing fees in lieu of fuel flowage fees. All fuel flowage sales receipts must be provided in numeric order.

#### **FBO FUELING OPERATIONS MINIMUM STANDARDS**

A permittee shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the airport as prescribed in:

- Reference No. IV: FAA Advisory Circular 150/5230-4 Changes 1 and 2, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7 Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports.,
  - NFPA 30, Flammable and Combustible Liquids Code 2000 Edition.
  - Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, 1998 Revision – 2000.1.,
  - NFPA 407 - Standard for Aircraft Fuel Servicing (2001 Edition), NFPA Standard 415, Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (1997 Edition), and
  - American Petroleum Institute Standard 1542, Airport Equipment Marking for Fuel Identification (Fifth Edition, January 1991).
1. FBO Personnel and Training
    - (a) All personnel involved in the handling of fuel and lubrication products for aviation use at KCIA shall be trained and qualified for the duties of the position held, as specified in FAR Part 139. FBO operators/entities serving the public shall document initial training and testing of supervisors and line personnel directly involved in servicing aircraft. These training

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records shall be provided to representatives of the County or the FAA, as specified in FAR Part 139.

(b) FBO Line personnel training shall include the following subjects, as applicable to their duties:

1. Static electricity sources, hazards, and precautions
2. Fire hazard properties of fuels
3. Fire extinguishing principles and practices
4. Location and use of fire extinguisher in hangar(s) and fueler(s)
5. Locations of fire alarms and alarm procedures
6. Aircraft engine types and fuel requirements
7. Aircraft recognition
8. Procedures for the prevention of mixing fuel grades
9. Fuel contamination effects on aircraft engines and performance
10. Types and sources of contamination, including water, surfactants, and particles
11. Quality control procedures and record keeping, including product delivery control, clear/bright test, Millipore test, differential pressure checks, white bucket checks, settling time, water paste check, and sump drain checks
12. Ordering, confirming, and reporting aircraft fueling
13. Fueling procedures, to include bonding, fueler operation and inspection, fueler loading at storage areas - top or bottom, purpose and use of deadman controls, quality control equipment, emergency shut-off operations, fueler positioning during fueling, record keeping during fueler loading and delivery, record keeping during aircraft refueling, procedures for fuel spills and cleanup, security, and inventory control.
14. Recurrent training of personnel involved in fueling operations shall occur periodically to assure training and knowledge levels are maintained.

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## **GENERAL FBO FUEL STORAGE LOCATIONS, EQUIPMENT, AND FACILITIES**

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

1. All fuel storage locations shall be designated by the County and identified on the FAA- approved Airport Layout Plan;
2. Individual tank sites shall be leased by the County to the FBO subject to availability and compliance with all airport and fueling regulations;
3. Notwithstanding the preceding paragraph, a permittee shall be allowed to use either fixed aboveground dispensing equipment or mobile dispensing trucks.
4. For each type of fuel dispensed, a permittee shall have separate, filter-equipped dispensing pumps and meters.
5. If a permittee uses mobile dispensing trucks, the permittee shall have at least one (1) truck for each type of fuel used.
6. Fuel storage areas shall be secured from unrestricted public access by physical barriers, fencing, continuous observation, or other acceptable means.
7. Fuel storage areas shall be clearly identified by "Flammable, No Smoking" signs at access points.
8. Fuel storage areas shall be identified by fuel grade labels and color coding in accordance with American Petroleum Institute Standard 1542, "Airport Equipment Marking for Fuel Identification."
9. Tanks shall be equipped with rain-proof vents located at least 12 feet above grade.
10. Underground storage tanks shall be sloped to provide a low point for removal of water and other contaminants.
11. Proper and adequate facilities shall be available to detect and remove water and other contaminants from storage tanks. Labeled "slop tanks" shall be provided.
12. Tanks shall be provided with adequate pressure relief venting.
13. Adequate grounding points during tanker off-loading shall be provided.
14. Galvanized piping for jet fuel is prohibited.
15. Jet fuel shall be off-loaded into storage through a filter/separator or screen.
16. Hoses shall be approved by the National Fire Protection Association for aviation use.
17. Nozzles shall be properly stowed so as to minimize entry of foreign objects into the nozzle tips, or they shall be equipped with dust caps.

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18. Single-point refueling nozzles shall be equipped with "deadman" controls. All other nozzles shall have "deadman" controls, or be designed to shut off whenever the operator lets go of the nozzle.
  19. Electrical equipment and switches must meet the National Electrical Code for use in an explosive atmosphere.
  20. Inlets to pump impellers shall be equipped with a strainer basket.
  21. Tank inlets shall be color-coded to identify fuel grade and shall be secured to allow operation only by authorized, trained personnel.
  22. Filter/separator vessels shall be equipped with a sump and useable sump drain, differential pressure indicator, pressure relief valve, and fuel sampling fittings (Millipore) upstream or downstream of vessel.
  23. Any fire extinguisher located within the fuel storage areas shall be inspected annually for proper condition and filling. The inspection date shall be noted on the extinguisher pursuant to NFPA requirements.
  24. The fuel storage area shall be kept neat at all times. Debris and trash will not be permitted to accumulate around tanks, pipes, filter vessels, or pumping equipment.
  25. Grass and weeds immediately adjacent to fuel storage areas will be kept cut. Tall vegetation will not be permitted around pumphouses, tanks, pipes, inlets, etc.
  26. Filters shall have inspection tags and the date showing the last change shall be in full view to show compliance with Manufacturers recommendations for the specific equipment.
  27. The operator vehicle shall have a minimum of one (1) working VHF radio in each vehicle authorized to dispense fuel, provide maintenance, or travel on the access areas and/or taxiways/runways, to communicate with the Tower personnel for the purpose of issuing clearance instructions, directions, and authorizations, within the bounds of the airport.

## **FUELING VEHICLES**

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

1. A static discharge cable shall be provided to permit bonding between the aircraft and the fueling vehicle.
2. The engine exhaust system shall be in good condition and shall be located so as to minimize the hazard of fire in the event of leakage from the fuel dispensing



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

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15. Filters on AVGAS fuelers and filter/separators on jet fuelers shall be designed for aviation use and shall be changed as recommended by the manufacturer, user, or fuel supplier, whichever is most stringent.
  16. Fuelers shall be operated on paved areas of the airport only.
  17. Good housekeeping practices are applied to fuelers. Accumulation of trash and debris on or in the truck will not be permitted.

#### **FIXED FUEL DISPENSERS**

Fixed fuel dispensers shall meet the following standards or the requirements of the major fuel supplier/vendor, FBO/operator, NFPA 407, or as specified by local Fire Marshall, whichever is more stringent.

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

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## **GENERAL QUALITY CONTROL**

Fuel quality control procedures shall meet the following standards or the requirements of the major supplier, user, or NFPA 407 whichever is more stringent.

1. Fuel delivery and off-loading shall be under the direct supervision of a qualified employee of the operator.
2. The following checks will be performed prior to beginning off-loading:
  - (a) load manifests for quantity and proper grade
  - (b) storage tank space availability
  - (c) white bucket check on each tanker manifold for fuel cleanliness.
  - (d) Tankers shall be grounded, brakes shall be set and, unless necessary to operate a PTO pump, engines shall be shut off.
  - (e) Settling time for jet fuels shall be observed before water detection tests are made and before any fuel is drawn from storage for aircraft fueling.
  - (f) Jet fuel storage tanks, storage area filter separators, and fueler filter separator vessels shall be sumped daily for water and other contaminants.
  - (g) Storage areas and fuelers shall be inspected every business day.
  - (h) Filter/separator differential pressure readings shall be recorded on a regular basis and filter/coalescer elements shall be changed or inspected when the pressure drop meets or exceeds the manufacturer's, major supplier's, or major user's requirements, whichever is more stringent.
  - (i) Nozzle screens on fuelers and at storage areas and strainer baskets shall be inspected at least monthly.
  - (j) A bonding connection shall be made during all refueling. If ground rods are available at the fueling point, both grounding and bonding shall be used.
  - (k) Fuel delivery receipts, filter/separator element change dates, and any inspection records will be maintained on file for at least 12 months.

## **GENERAL REQUIREMENTS AND FIRE PROTECTION**

1. Fire extinguisher shall be inspected annually and recharged if necessary. Loss of tamper wires shall be grounds for placing an extinguisher out of service. Extinguisher shall be equipped with current inspection tags.
2. Fueling shall be performed only outdoors.
3. Fuel leaks on vehicles shall be grounds for placing the vehicle out of service.
4. The speed limit on designated apron areas is 10 MPH.

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5. Fuelers shall be parked in designated areas at least 50 feet from buildings, and with at least 20 feet separation between vehicles.

#### **FBO FUELING INSTALLATION AND EQUIPMENT REQUIREMENTS**

1. A fuel storage tank for each type of fuel stored shall be installed by a permittee in a location approved by the County. The minimum capacity of each tank shall be ten thousand (10,000) gallons. Combinations of tanks may be used to comply with this requirement, however any new tank installations must have a minimum capacity of ten thousand (10,000) gallons.
2. Each prospective operator (or current operator expanding its fueling facilities), shall show compliance with these standards by submission of plans and specifications to the Airport Director, and shall receive written approval prior to starting any construction, installation, or modification.
3. All equipment, installations and training shall continuously meet these standards, and all facilities and records pertaining to fueling shall be made available to representatives of the County at all times during normal business hours.
4. A representative from the Airport Director' office will inspect each fueling operator's facilities, equipment, and procedures on a quarterly basis. Completed inspection forms will be kept on file in the office of the Airport Director; copies of these will be made available to the fueling tenant. The fueling tenant will be notified of any items that are not in compliance with these standards, and will be given 21 days to correct these deficiencies.
5. Requirements for "On-Hand" fuel in the specified fuel farm or available on the Airport property are to be kept within the following:
  - (a) Avgas (100LL) – Three thousand (3,000) gallons or one (1) average week supply whichever is greater.
  - (b) Jet Fuel – Two thousand (2,000) gallons or one (1) average week supply whichever is greater.
  - (c) Mogas – Ten (10) percent of fuel tank capacity or one (1) average week supply whichever is greater.
6. Unleaded Auto Gasoline for Aviation Use

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

## **5.7.2 OTHER FBO SERVICES**

### **MINOR REPAIR SERVICES**

The Operator shall provide such minor repair service, not requiring a certified mechanic rating, and cabin services, to general aviation aircraft as can be performed efficiently in its hangar, on the ramp, or other apron parking area, but only within the premises leased to the Operator or upon such other areas as the Airport Director may authorize.

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1. Equipment Needed

The FBO shall provide proper and approved equipment for repairing and inflating aircraft tires, servicing struts, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters or other minor repair services that can be performed efficiently and not necessarily requiring an FAA certified mechanic rating. These services are to be performed in the FBO's hangar, or the ramp, or other apron parking area but only within the premises leased to the FBO or upon such other areas as the Airport Director may authorize. All safety equipment, such as fire extinguishers, ladders, jacks, etc. that is required should be maintained in these areas as well as in other areas where similar services may be performed.

2. Insurance Requirements

The FBO shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I, the "Schedule of Minimum Insurance Requirements."

3. Hours of Operation

The Operator shall have its premises open and services available twenty-four hours daily (24), seven (7) days per week.

4. Employee Requirements

The Operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the needs for such services. The County reserves the right to determine, if necessary, the exact number and type of personnel to insure proper service to the public.

## **5.8 SPECIALIZED AIRCRAFT REPAIR SERVICES**

### **STATEMENT OF CONCEPT**

A specialized aircraft repair services operator is a person or persons, firm, or corporation engaged in a business capable of providing a FAA certificated shop or combination of shops for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new and/or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right.

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## MINIMUM STANDARDS

1. The Operator shall lease from the County or FBO an area of sufficient size, shape, and location as mutually agreed upon on which shall be erected a building providing at least 5,000 square feet of floor space for airframe and powerplant overhaul and repair services and at least 1,200 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. All office/lounge space shall be properly heated and lighted. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.

The avionics portion of the services offered must maintain a current qualification of Class I and Class II FAA-designated repair station or such other minimums as deemed necessary by the County.

2. Operator may sublease from an FBO if it is operating as a subsidiary of the FBO through written agreement between the County, the Operator, and the FBO.
3. The Operator shall obtain and maintain current 14 CFR Part 145 Class I and Class II repair station certification for the operation or the operations contemplated.
4. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in reference hereto, the "Schedule of Minimum Insurance Requirements."
5. The Operator shall have its premises open and services available eight (8) hours daily, five (5) days each week, and one-half (½) day on Saturday mornings. The Operator shall have personnel available on two hours notice on an on-call basis at

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all times outside of the Operator's regularly scheduled business hours for emergency service.

6. The Operator shall have in its employ and on duty during the required operating hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category, but never less than one (1) person currently certificated as FAA-rated radio, instrument or propeller repairman, and one (1) other repairman, not necessarily, rated.

## **5.9 AIRCRAFT CHARTER AND AIR TAXI**

### **STATEMENT OF CONCEPT**

An aircraft charter and an air taxi operator is a person(s), firm or corporation engaged in the business of providing commercial air transportation (persons or property) to the general public for hire under FAR Part 135, either on a charter basis (Commercial Operation) or as an air taxi operator (using aircraft with fewer than 60 passenger seats), as defined in the Federal Aviation Act of 1968, or as said Act may be supplemented or amended from time to time. This service is offered on a non-scheduled, on-demand basis

### **MINIMUM STANDARDS**

1. The Operator shall lease from the County or FBO an area of sufficient size, shape, and location as mutually agreed upon wherein at least 2,000 square feet of floor space will be provided for office, restrooms, customer lounge, and telephone facilities for customer use. All office/lounge space shall be properly heated and lighted. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.



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2. The Operator shall provide not less than one (1) single-engine (four-place), and one (1) multi- engine aircraft, equipped for and capable of use under instrument conditions, either owned or under written lease to Operator, all of which must meet the requirements of the FAA and the FAR Part 135 certificate held by the Operator. The County reserves the right but is not obligated to waive the requirement of a single engine aircraft at its sole discretion.
  3. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in reference hereto, the “Schedule of Minimum Insurance Requirements.”
  4. The Operator shall have its premises open and services available eight (8) hours daily, six (6) days per week; and shall provide on-call service during hours other than the afore mentioned.
  5. The Operator shall have in its employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category, but never less than two

FAA currently certificated commercial pilots appropriately rated to conduct the flight activity offered by Operator. The Operator shall have available sufficient qualified operating crews and a satisfactory number of personnel for checking in passengers, handling of luggage, ticketing and for furnishing or arranging for suitable ground - transportation.

**AIR TAXI COMPANIES NOT BASED AT KING COUNTY INTERNATIONAL AIRPORT/BOEING FIELD**

Air Taxi Companies not based at KCIA but who are providing service to and from the Airport, must make arrangements with a local FBO for use of aircraft parking, passenger lounge area and auto parking facilities, or enter into an agreement with the County to use the main terminal and its auto parking area.

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## **5.10 SPECIALIZED COMMERCIAL FLYING SERVICES**

### **STATEMENT OF CONCEPT**

A specialized commercial flying services-operator is person(s), firm, or corporation engaged in air transportation for hire for the purpose of providing the aircraft for the activities listed below:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25 mile radius of the Airport.
2. Banner towing and aerial advertising.
3. Aerial photography or survey.
4. Fire fighting.
5. Power line or pipeline patrol.
6. Aerial Applications
7. Any other operations specifically excluded from Part 121 and 135 of the Federal Aviation Regulations.

### **MINIMUM STANDARDS**

1. The Operator shall lease from the County or FBO an area of sufficient size, shape, and location as mutually agreed upon on which shall be erected a building providing at least 1,200 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. All office/lounge space shall be properly heated and lighted. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.
2. The Operator shall provide and have based on its lease-hold, either owned or under written lease to Operator, not less than one (1) airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Washington with respect to the type of operations to be

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performed. In the case of crop dusting or aerial application, the Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.

3. The Operator shall provide certificates of insurance providing the coverages and in the amounts in reference hereto, the “Schedule of Minimum Insurance Requirements.”
4. The Operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as may be required, but not less than one (1) person holding a current FAA pilot certificate, properly rated for the aircraft to be used and the type of operation to be performed.

## **5.11 MULTIPLE SERVICES**

### **STATEMENT OF CONCEPT**

A multiple services operator is a person(s) firm, or corporation engaged in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided. The Operator shall meet the Minimum Standards set forth for each type of service offered.

### **MINIMUM STANDARDS**

(Combinations not including Line Services)

The operator shall lease from the County an area of sufficient size, shape, and location for aircraft storage, parking and other use in accordance with the services to be offered, on which shall be erected a building approved by the County suitable for aircraft storage, and at least 1,500 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. Auto parking space for employees and customers (NO on-street parking), a paved walkway, and a paved aircraft apron, all within the leased area and sufficient to accommodate the Operator’s activities and operations shall be provided.

If Line Service is one of the multiple services offered, the Operator shall provide Aircraft Sales, Airframe and Powerplant Repair Facilities, Aircraft Rental or Flight Training.

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Space requirements are not necessarily cumulative, and will be decided upon on a case-by-case basis.

If Flight Training is one of the multiple services offered, the Operator shall provide classroom and briefing room facilities in the aforementioned building.

The Operator shall comply with the aircraft requirements, including the equipment thereon, for each aeronautical service to be performed except as hereinafter provided. Multiple uses can be made of all aircraft except aircraft used for crop-dusting, aerial application, or other commercial use of chemicals.

The Operator, except if it is performing combinations of multiple services for which aircraft are not required, shall have available and based at the Airport, either owned by the Operator or under written lease to Operator, not less than five (5) certified and currently airworthy aircraft, suitably equipped and capable of flight, to meet the minimum standards and requirements as hereinbefore provided for each aeronautical service to be performed. The Operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.

The operator shall procure and maintain, during the term of its agreement, as a minimum, insurance coverage which is equal to the highest of the minimum limits set for the respective categories of aeronautical services being performed by the Operator. Minimum insurance requirements are not necessarily cumulative, and will be decided upon on a case-by-case basis.

1. The Operator shall adhere to the hours of operation required for each aeronautical service being performed.
2. The Operator shall have in its employ, and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth, in an efficient manner, for each aeronautical service being performed by the Operator. Minimum employee requirements are not necessarily cumulative, and will be decided upon on a case-by-case basis.

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## **5.12 COMMERCIAL AVIATION OPERATORS SUBLEASING FROM ANOTHER COMMERCIAL OPERATOR ON THE AIRPORT**

### **STANDARDS FOR SUBLEASE OPERATIONS**

Such operators shall meet all of the minimum standards established by the County for the category, or categories of services, to be furnished by the Operator, except for the lease of land and construction of facilities.

### **SUBLEASE FEES**

In the event a Commercial Aviation Operator desired to sublease space to another company to provide one or more of the above activities, the following conditions will apply:

1. Obtain written approval from the County to sublease the space and function.
2. Pay the County any additional fees which would be negotiated at the time and include all ground space, utilities, parking, offices, etc. Ground lease fees are subject to revision, upward or downward, by the County.
3. There can be no sublease of a leaseholder's entire premise without the express written consent of the County.
4. In the event that the lessee sublets any portion of their lease, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the County in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the County as it relates to the enforcement of these standards. The lessee shall be responsible for sublessee non-compliance with any obligation under the lease or these minimum standards and approval of sublease shall in no way waive the lessee's responsibilities.
5. An Operator subleasing its commercial area from an FBO may use the FBO's facility to meet the requirements for office space, customer lounges, restrooms, telephones, and paved aircraft apron as set forth in the section covering commercial operators in these minimum standards.

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## **5.13 COMMERCIAL FLYING CLUB**

### **STATEMENT OF CONCEPT**

A commercial flying club is an operator engaged in the ownership or lease of aircraft and providing flying services for its members.

### **MINIMUM STANDARDS**

1. The Operator shall lease from the County or FBO an area of sufficient size, shape, and location as mutually agreed upon on which shall be erected a building providing sufficient space for the Operator's activities and operations. Floor space requirements will be determined by the County. The Operator shall provide sufficient automobile parking space to accommodate employees and customers parking with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) as required by the act will be provided by the Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area, sufficient to accommodate the Operator's activities, operations, and adequate tie-down facilities. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.
2. The operator shall have available for use in its service, either owned or under written lease to the operator, one (1) certificated and currently airworthy aircraft. If the operator conducts flight training, it shall have in its employ or as members, sufficient flight instructors who have been properly certificated by the FAA. The operator shall have its premises open and available to meet public demand of its services at least eight (8) hours a day, five (5) days a week. The operator shall have an employee in the facility office or readily on call at all times during the required operating hours. The operator may engage in the maintenance of only those aircraft either owned or under written lease.
3. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I, the "Schedule of Minimum Insurance Requirements."

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## **5.14 EXEMPT FLYING CLUBS**

### **STATEMENT OF CONCEPT**

To be exempt from the commercial requirements of the minimum standards, the following conditions must exist. Violation of such conditions shall be grounds for the termination of exempt status:

1. The club must be a nonprofit Washington corporation or partnership.
2. Each member must be a bona fide owner of the aircraft or be a member of the corporation or a partner in the partnership.
3. The club may not derive a profit from the operation, maintenance, or replacement of its aircraft.
4. The club aircraft will not be used by other than bona fide members for rental and by no one for commercial operations.
5. Flight instruction may not be given in club aircraft except when such instruction is given by an operator based on the airport authorized to provide flight training or by an instructor who shall not receive remuneration in any manner for such service.
6. The operator shall file a copy of its bylaws, articles of association, partnership or other documentation supporting its existence and shall keep current with the County a complete list of the club's membership, including names of officers and directors; evidence that ownership of club aircraft is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the County or a designated representative.

### **NONEXEMPT FLYING CLUB**

Nonexempt flying club(s) shall be considered commercial aeronautical activities and shall meet the minimum standards for commercial flying clubs established in Section 5.13, Commercial Flying Club.

### **INSURANCE REQUIREMENTS**

The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I, the “Schedule of Minimum Insurance Requirements.”

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## **5.15 COMMERCIAL AIRCRAFT HANGAR OPERATOR**

### **STATEMENT OF CONCEPT**

An aircraft hangar operator is an operator engaged in the ownership or lease of aircraft hangars providing aircraft storage for its tenants.

### **MINIMUM STANDARDS**

1. The operator shall lease from the County an area of land on which will be erected a building (or sublease from an FBO or commercial operator with the approval of the County) to provide sufficient area to accommodate the operator's activities and operations. Minimum hangar sizes for aircraft storage shall be as follows:
  - (a) T-Hangars 1,200 square feet. with a depth of 40 feet, and
  - (b) Conventional or Box Hangars 6,400 square feet, with a depth of 80 feet.Paved walkways with all points of access will conform to criteria specified in the Americans with Disabilities Act (ADA). The operator shall provide a paved aircraft apron within the leased area to accommodate the movement of aircraft from its facility to the taxiway complex. The operator shall provide area with adequate tie-down facilities and with paved access to taxiways. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County.
2. The operator shall have its premises open and services available to meet the demand for its services at least eight (8) hours a day, five (5) days a week. The operator shall have an employee in the facility office or readily on-call and available at all times during the required operating hours. The operator may sublet hangar space for aircraft storage without the approval of the County; however, any such subletting shall be subject to all minimum standards herein set forth. The sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the County in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the County as it relates to the enforcement of these standards.



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3. The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I, the “Schedule of Minimum Insurance Requirements.”

## **5.16 SELF SERVICE FUELING**

### **STATEMENT OF CONCEPT**

Any individual operating aircraft on the airport may dispense aircraft fuel and oil into aircraft they own, lease for use, or manage, subject to the provisions of this section. The Self-fueler lessee may hangar, tie-down, adjust, repair, refuel, clean and otherwise service their own aircraft, provided they do so with their own employees in accordance with the established standards relating to such work. Lessee shall not dispense aircraft fuel to another airport user. Dispensing aircraft fuel is limited to lessee's own use in aircraft owned by them or leased for their exclusive use.

### **FUELING PERMIT(S) REQUIRED**

No person or entity shall engage in fueling operations at King County International Airport/Boeing Field without having first been issued fueling operations permit(s) by the County.

1. Fueling Operations Permit – Application, Issuance, and Renewal
  - (a) An applicant for the issuance or renewal of a fueling operations permit shall file with the County an application form provided for that purpose, which must be signed by the applicant.
  - (b) When an application has been filed with the County, the County shall make an inspection of such applicant's site, equipment, and fuel dispensing and storage for the proposed fueling operations in order to ensure compliance with all applicable laws, ordinances, or regulations.
  - (c) The County shall issue or renew a fueling operations permit within thirty (30) days of receipt of an application unless one (1) or more of the following is found to be true:
    1. The applicant has failed to provide required information or has provided false information in their application.
    2. The applicant's proposed fueling operations will violate an applicable law, ordinance, regulation or determined by the

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County to interfere with the safety or aircraft operations at the Airport.

3. The applicant has had a fueling operation's permit revoked or suspended within the two (2) years preceding the date of the application.
4. The applicant has failed to meet the minimum requirements of these regulations.

2. Display of Fueling Operations Permit

- (a) A permittee shall display a fueling operations permit issued by the County in a conspicuous place on the permittee's premises at all times.
- (b) The permittee shall display a fueling operations permit issued by the County in the front windshield permanently affixed to the driver's side window or on a movable card, but in plain view for inspection in the same location.

3. Cancellation by Permittee, Assignment and Transfer

- (a) A permittee may cancel its fueling operations permit upon thirty (30) days written notice to the County.
- (b) A fueling operations permit is not assignable or transferable.

4. Revocation or Suspension of Permit

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

- (a) The permittee has violated any provision of these regulations and has not made needed corrections in a timely manner as directed by the County;
- (b) The permittee has given false or misleading information to the County during the application process;
- (c) The permittee has intentionally or knowingly impeded a lawful inspection by the County or other operator authorized to inspect the fueling operations of the permittee, or;
- (d) The permittee has demonstrated an inability or willingness through repeated violations of these regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame as directed by the County within a twelve-month period, committed one (1) or more violations of these regulations and has failed to make needed corrections in a timely manner as directed by the County.

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- (e) The permittee has failed to provide the County with an up-to-date (monthly) Self Fueling Report of fuel dispensed and flowage fees paid, or maintained inspections of the Self Fueling equipment and the retention of a log of the activity.

#### **SELF FUELING PERMITTEE RESPONSIBILITIES**

1. All into-plane delivery of fuels shall be performed only on leased premises unless written permission is granted to the other property by County or lessor.
2. A permittee shall obtain the written approval of the County prior to the construction or installation of any improvement on the permittee's leased premises.
3. A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar airport improvements.
4. A permittee shall promptly repair any damage caused to the facilities or the Airport by the permittee, the permittee's employees, agents, patrons, and guests.
5. A permittee shall replace any fueling facility improvement on its leased premises which has been destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction.
6. Upon written notice, a permittee shall perform any non-emergency reasonable facility maintenance that the County determines is necessary. If a permittee fails to undertake such maintenance within three (3) days of receipt of the written notice, the County may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the County, the permittee shall reimburse the County for the cost of the maintenance performed. The County reserves the right to order any fuel facility be placed out of service immediately if the County determines in its best reasonable judgment that an unsafe condition exists. In such case, operator is obligated to take appropriate corrective action immediately.
7. A permittee shall require any prime contractor it hires for the construction of a permanent improvement to provide 100% performance bonds acceptable to the County in the full amount of the construction contract for all contracts of fifty thousand dollars (\$50,000.00) or more and 50% payment bonds for contracts of twenty five thousand dollars (\$25,000.00) or more, naming the permittee and the County as joint obligees.
8. The permittee shall have in force General and Environmental Liability and Products Liability Insurance as specified in Reference I – “Schedule of Minimum Insurance Requirements.”

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9. A fueling log shall be presented to the County no later than the 5th day of each month to reflect the previous calendar month. This shall include the amount of fuel dispensed and if none is dispensed it needs to be reported as such.

#### **SELF FUELING OPERATIONS MINIMUM STANDARDS**

Entities desiring to operate from privately owned hangars and/or to dispense aviation fuels and oil and provide other related services for its own aircraft, such as aircraft tie-down and parking, shall meet the following minimum operating standards.

1. A permittee shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the airport as prescribed in:
  - Reference No. IV: FAA Advisory Circular 150/5230-4 Changes 1 and 2,
  - Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7
  - Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports.
  - NFPA 30, Flammable and Combustible Liquids Code 2000 Edition.
  - Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, 1998 Revision – 2000.1.,
  - NFPA 407 - Standard for Aircraft Fuel Servicing (2001 Edition), NFPA
  - Standard 415, Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (1997 Edition), and
  - American Petroleum Institute Standard 1542, Airport Equipment Marking for Fuel Identification (Fifth Edition, January 1991).
2. Self-fueling operations must be conducted in compliance with all applicable Federal, State, and local rules and regulations.
3. Self-fueling operations may be conducted only by the aircraft owner, or their employees.
4. Self-fueling operations may be conducted only on premises the aircraft owner has leased or subleased from the County at the airport or on areas specifically designated for fueling.
5. No fuel may be dispensed into any aircraft other than those listed on the permit.
6. The current applicable fuel flowage fee shall be paid on all fuel dispensed under this category.

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7. The aircraft owner performing the services under this category will be required to carry the types and amounts of insurance as specified in Reference I - "Schedule of Minimum Insurance Requirements."

#### **LAND LEASE AND IMPROVEMENTS**

The leasehold shall contain sufficient land to provide space for building, paved aircraft apron, paved private auto parking and paved access to the taxiway system as approved by the County.

#### **PERSONNEL**

Lessee shall submit to the Airport Director evidence of the training in safety procedures received by each person who will conduct fuel dispensing operations on its premises.

#### **SELF FUELING FACILITIES**

1. Lessee shall construct and maintain their facilities and shall conduct self-fueling operations in compliance with all applicable County, State and Federal laws and regulations. Whether presently in effect or enacted hereafter.
2. A self-fueling Lessee shall provide at least one metered filter-equipped fixed dispenser for dispensing 100 octane or turbine fuels from above ground storage facilities having a minimum capacity of five thousand (5,000) gallons. Lessee shall maintain all fueling facilities in a safe and clean condition.

#### **SELF FUELING FLOWAGE FEE**

A flowage fee of X% of wholesale cost per gallon will be paid to the County by lessee for each gallon of fuel delivered to lessee's storage facility.

#### **SELF-FUELING INSURANCE REQUIREMENTS**

The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I, the "Schedule of Minimum Insurance Requirements."

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## **5.17 COMMERCIAL SELF-SERVICE FUELING**

### **STATEMENT OF CONCEPT**

A concept in which an FBO or other commercial operator exercising its right to sell fuel makes aircraft fuel available commercially to the general public by a fuel pump.

### **MINIMUM STANDARDS**

The operator shall lease from the County an area of land on which will be erected a structure (or sublease from an FBO or commercial operator with the approval of the County). The operator shall provide a paved aircraft apron within the leased area to accommodate the movement of aircraft from its facility to the taxiway complex. The operator shall provide area with adequate tie-down facilities and with paved access to taxiways. Paved tie-down facilities shall be provided, or leased from County with public access, for the number of aircraft expected to be accommodated in operator's business plan. If the Operator utilizes existing facilities, which may not meet the minimum sizes outlined in this section, the minimum square footage requirements may be determined by the availability of facilities and through written agreement with the County. To reduce the hazard of static electricity, an adequate number of grounding rods will be installed in aprons and parking areas or other locations where aircraft fueling will be performed. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

### **FUELING PERMIT(S) REQUIRED**

An FBO or Commercial Operator shall not engage in fueling operations at KCIA without having first been issued fueling operations permit(s) by the County.

1. Fueling Operations Permit - Application, Issuance, and Renewal
  - (a) An applicant for the issuance or renewal of a fueling operations permit shall file with the County an application form provided for that purpose, which must be signed by the applicant.
  - (b) When an application has been filed with the County, the County shall make an inspection of such applicant's site, equipment, and fuel dispensing and storage for the proposed fueling operations in order to ensure compliance with all applicable laws, ordinances, or regulations.

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- (c) The County shall issue or renew a fueling operations permit within thirty (30) days of receipt of an application unless one (1) or more of the following is found to be true:
- i. The applicant has failed to provide required information or has provided false information in their application.
  - ii. The applicant's proposed fueling operations will violate an applicable law, ordinance, regulation or determined by the County to interfere with the safety or aircraft operations at the Airport.
  - iii. The applicant has had a fueling operations permit revoked or suspended within the two (2) years preceding the date of the application.
  - iv. The applicant has failed to meet the minimum requirements of these regulations.

#### **DISPLAY OF FUELING OPERATIONS PERMIT**

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

#### **CANCELLATION BY PERMITTEE, ASSIGNMENT AND TRANSFER**

1. A permittee may cancel its fueling operations permit upon thirty (30) days written notice to the County.
2. A fueling operations permit is not assignable or transferable.

#### **REVOCAION OR SUSPENSION OF PERMIT**

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

1. The permittee has violated any provision of these regulations and has not made needed corrections in a timely manner as directed by the County;
2. The permittee has given false or misleading information to the County during the application process;
3. The permittee has intentionally or knowingly impeded a lawful inspection by the County or other operator authorized to inspect the fueling operations of the permittee, or;
4. The permittee has demonstrated an inability or willingness through repeated violations of these regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame as directed by the County. Within a twelve-month period, committed one (1) more violations of these

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regulations and has failed to make needed corrections in a timely manner as directed by the County.

5. The permittee has failed to provide the County with an up-to-date (monthly) Self-Service Fueling report of fuel dispensed and flowage fees paid, or maintained inspections of the Self Fueling equipment and the retention of a log of activity.

#### **COMMERCIAL SELF SERVICE FUELING PERMITTEE RESPONSIBILITIES**

1. All into-plane delivery of fuels shall be performed only on leased premises unless written permission is granted to the other property by the County or lessor.
2. A permittee shall obtain the written approval of the County prior to the construction or installation of any improvement on the permittee's leased premises.
3. A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar airport improvements.
4. A permittee shall promptly repair any damage caused to the facilities or the Airport by the permittee, the permittee's employees, agents, patrons, and guests.
5. A permittee shall replace any fueling facility improvement on its leased premises that has been destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction.
6. Upon written notice, a permittee shall perform any non-emergency reasonable facility maintenance that the County determines is necessary. If a permittee fails to undertake such maintenance within three (3) days of receipt of the written notice, the County may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the County, the permittee shall reimburse the County for the cost of the maintenance performed. The County reserves the right to order any fuel facility be placed out of service immediately if the County determines in its best reasonable judgment that an unsafe condition exists. In such case, operator is obligated to take appropriate corrective action immediately.
7. A permittee shall require any prime contractor it hires for the construction of a permanent improvement to provide 100% performance bonds acceptable to the County in the full amount of the construction contract for contracts of fifty thousand dollars (\$50,000.00) or more and 50% payment bonds for contracts of twenty five thousand dollars (\$25,000.00) or more, naming the permittee and the County as joint obligees.
8. The permittee shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel and oil in



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such quantities as are necessary to meet the requirements set forth herein. Aviation fuel and oil delivered to the operator by a vendor will be considered by the County to be fuel and oil dispensed by the permittee under the purview of the minimum rates established in the agreement with the County.

9. The permittee shall have in force General and Environmental Liability and Products Liability Insurance as specified in Reference I – “Schedule of Minimum Insurance Requirements.”

#### **COMMERCIAL SELF SERVICE FUELING OPERATIONS MINIMUM STANDARDS**

A permittee shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the airport as prescribed in:

- Reference No. IV: FAA Advisory Circular 150/5230-4Changes 1 and 2, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7
  - Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports.
  - NFPA 30, Flammable and Combustible Liquids Code 2000 Edition.
  - Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, 1998 Revision – 2000.1.,
  - NFPA407 - Standard for Aircraft Fuel Servicing (2001 Edition),
  - NFPA Standard 415, Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (1997 Edition), and
  - American Petroleum Institute Standard 1542, Airport Equipment Marking for Fuel Identification (Fifth Edition, January 1991).
1. Commercial Self-Service fueling operations must be conducted in compliance with all applicable Federal, State, and local rules and regulations.
  2. Commercial Self-Service fueling operations may be conducted only by the aircraft owner, his employees, aircraft operator or County.
  3. Commercial Self-Service fueling operations may be conducted only on leased premises from the County (or as subleased from an FBO) at the airport.
  4. No fuel may be dispensed into any aircraft other than those owned or controlled by the aircraft operator.
  5. The current applicable fuel flowage fee shall be paid on all fuel dispensed under this category.
  6. The aircraft owner performing the services under this category will be required to carry the types and amounts of insurance as specified in Reference I – “Schedule of Minimum Insurance Requirements.”

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### **LAND LEASE AND IMPROVEMENTS**

The leasehold shall contain sufficient land to provide space for building, paved aircraft apron, paved private auto parking and paved access to the taxiway system as approved by the County.

### **PERSONNEL**

Provide properly trained persons to be on-call during all hours of operation. Lessee shall submit to the Airport Director evidence of the training in safety procedures received by each person who will directly manage the self-service fueling operation.

### **COMMERCIAL SELF SERVICE FUELING FACILITIES**

1. All fuel storage locations shall be designated by the County and identified on the FAA approved Airport Layout Plan;
2. Individual tank sites shall be leased by the County to the Commercial Self-Service Fueling Operator subject to availability and compliance with all airport and fueling regulations.
3. Lessee shall construct and maintain its facilities and shall provide commercial self-service fueling operations in compliance with all applicable County, State and Federal laws and regulations whether presently in effect or enacted hereafter.
4. A commercial self-service fueling Lessee shall provide at least one metered filter equipped fixed dispenser for dispensing 100 octane or turbine fuels from storage facilities having a minimum capacity of ten thousand (10,000) gallons. Lessee shall maintain all fueling facilities in a safe and clean condition.

### **COMMERCIAL SELF SERVICE FLOWAGE FEE**

A flowage fee of X% of wholesale cost per gallon will be paid to the County by each lessee for each gallon of fuel delivered to lessee's storage facility.

### **COMMERCIAL SELF SERVICE FUELING INSURANCE REQUIREMENTS**

The Operator shall provide certificates of insurance providing the coverages and in the amounts specified in Reference I, the "Schedule of Minimum Insurance Requirements."



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## **6.0 REFERENCE I – SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS**

Any insurance required by the minimum standards herein shall name King County as additional insured.

Policies must include a requirement that a sixty (60) day notice of cancellation, material change or non-renewal should be sent to the County and the Insurance and Risk Manager. If this sixty (60) day notice is not available, then a binder or extension should be delivered to the County and the Insurance and Risk Manager thirty (30) days prior to expiration.

Insurance must meet the requirements of King County in effect at the time. A certificate of required insurance is to be provided to the Insurance and Risk Manager. Inclusion of the lessor as additional insured shall not operate as a bar to any claim lessor might have had except for this inclusion.

Hangar Keepers liability insurance will be required whenever aircraft other than aircraft owned or operated by the lessee will be located on the leased premises for any purpose. The required limit of coverage will be equal to the maximum value of such property subject to loss or damage. A certified copy of the policy shall be provided when requested to the Insurance and Risk Manager.

Application for permit shall disclose anticipated bailee exposures. Six (6) months after operations commence, and annually thereafter, the lessee shall file a schedule of property stored with lessee's statement of value of each item. The County may require adjustment of insurance limit as necessary.

The following provides a listing of the types of insurance coverages that are recommended for the various types of commercial operators at KCIA. The amounts of coverage required shall be determined at the time of the agreement with the county and based on the requirements in force at the time.

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## **6.1 FIXED BASED OPERATOR:**

Insurance in the amounts established by the County from time to time in companies and on forms approved by the County for comprehensive liability and property damage hangar keepers' liability, fire, and extended coverage.

1. Bodily Injury
2. Property Damage.
3. Hangars Keepers' Liability
4. General and Environmental Liability
5. Products and Completed Operations Liability
6. Motor Vehicle Liability

## **6.2 AIRCRAFT STORAGE:**

1. Hangars Keepers; Liability
2. Motor Vehicle Liability

## **6.3 AIRCRAFT AIRFRAME AND ENGINE MAINTENANCE AND REPAIR:**

1. Bodily Injury Liability.
2. Passenger Liability.
3. Property Damage
4. Bodily Injury
5. Property Damage
6. Hangar Keepers' Liability
7. Motor Vehicle Liability.

## **6.4 AIRCRAFT REPAIR SERVICES:**

1. Comprehensive Public Liability and Comprehensive Public Property Damage
2. Bodily Injury.
3. Property Damage
4. Hangar Keepers' Liability
5. Products and Completed Operations Liability.
6. Motor Vehicle Liability

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## **6.5 SPECIALIZED COMMERCIAL FLYING SERVICES:**

1. Bodily Injury Liability
2. Passenger Liability
3. Property Damage Liability.
4. Comprehensive Public Liability and Comprehensive Public Property Damage
5. Bodily Injury
6. Property Damage
7. Hangar Keepers' Liability
8. Products and Completed Operations Liability
9. Motor Vehicle Liability

## **6.6 FLIGHT TRAINING:**

1. Bodily Injury Liability
2. Property Damage Liability
3. Comprehensive Public Liability and Comprehensive Public Property Damage
4. Bodily Injury
5. Property Damage
6. Student and Renter's Liability
7. Hangar Keepers' Liability
8. Motor Vehicle Liability

## **6.7 AIRCRAFT SALES:**

1. Liability, Bodily Injury and Property Damage
2. Comprehensive Public Liability and Comprehensive Public Property Damage
3. Property Damage
4. Motor Vehicle Liability
5. Hangar Keepers' Liability

## **6.8 AIRCRAFT RENTAL:**

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability

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4. Comprehensive Public Liability and Comprehensive Public Property Damage
  5. Bodily Injury
  6. Property Damage
  7. Student and Renter's Liability
  8. Hangar Keepers' Liability
  9. Motor Vehicle Liability

## **6.9 AIRCRAFT CHARTER AND AIR TAXI SERVICE:**

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability
4. Comprehensive Public Liability and Comprehensive Public Property Damage
5. Bodily Injury
6. Property Damage
7. Hangar Keepers' Liability
8. Motor Vehicle Liability
9. Products and Completed Operations Liability

## **6.10 NON-COMMERCIAL LESSEE:**

1. Liability, Single Limit

## **6.11 SELF-FUELING EQUIPMENT AND OPERATIONS (NON-RETAIL PRIVATE USE ONLY):**

A certificate of insurance for proof of liability coverage shall be submitted to and approved by the office of the Insurance and Risk Manager

## **6.12 SELF-SERVICE AVIATION FUELS AND OIL DISPENSING OPERATOR (COMMERCIAL – RETAIL):**

- General and Environmental Liability
- Products Liability
- Comprehensive Automobile Liability