



Minimum Commercial Standards for Aeronautical Activity at Watsonville Municipal Airport

January 1, 2017

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AIRPORT VISION.....	3
PURPOSE	3
INTRODUCTION	3
GENERAL DEFINITIONS	4
SECTION ONE: POLICY AND GENERAL STANDARDS.....	9
1.1 Statement of Policy	9
1.2 Requirements Applicable to all SASOs	9
1.3 Site Development Standards - Physical Facilities	10
1.4 Personnel.....	10
1.5 Insurance	10
1.6 Airport Access and Security	11
1.7 Environmental Compliance.....	11
1.8 Motor Vehicles on Airport.....	12
1.9 Other FAA Requirements	12
1.10 Combined Operations and Subleases	12
1.11 Miscellaneous Aeronautical Activities	13
1.12 Violations	13
1.13 Appeals.....	13
SECTION TWO: APPLICATION PROCESS.....	14
2.1 Prequalification Requirements	14
2.2 Application Process.....	14
2.3 Intended Scope of Services.....	14
2.4 Financial and Managerial Responsibility and Capability.....	14
2.5 Experience of Operator and Key Employees	15
2.6 Action on Application	15
SECTION THREE: SPECIALIZED AVIATION SERVICES OPERATOR (SASO)	16
3.1 Specialized Aviation Services Operator SASO (Aircraft Maintenance, Repair and Refurbishment, Flight Training, Flight Tours, Charters, Avionics, Upholstery, Propellers, Instruments, Aircraft Modification, Accessories, etc.)	16
3.2 Statement of Concept.....	16
3.3 SASO Minimum Standards	16
3.4 Specialized Commercial Flying Services SASO	16
3.5 Flight Training SASO	17
3.6 Aircraft Sales SASO (New and/or Used)	17
3.7 Aircraft Airframe and Engine Repair and Maintenance SASO	18
3.8 Aircraft Rental SASO.....	18
3.9 Aircraft Charter, Air Taxi Service, Sightseeing and/or Aircraft Management SASO	19
3.10 Flying Club SASO.....	20
3.11 Commercial Skydive Operations SASO	21
3.12 Temporary Specialized Aviation Service Operator SASO	22
SECTION FOUR: PROCESS TO ENFORCE MINIMUM STANDARDS	23
4.1 Enforcement of Minimum Standards.....	23
4.2 Consequences of Minimum Standards Non-Compliance	23
ATTACHMENT 1: REQUIRED GENERAL LEASE CLAUSES	24
ATTACHMENT 2: MINIMUM INSURANCE REQUIREMENTS.....	28
ATTACHMENT 3: APPLICATION PROCESS	31
ATTACHMENT 4: APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITY PERMIT.....	32
ATTACHMENT 5: MUNICIPAL AIRPORT RATE AND FEE SCHEDULE	35

AIRPORT VISION

Watsonville Municipal Airport's vision is for a safe, service oriented, self-sustaining general aviation airport. KWVI strikes a balance between private, corporate, training and recreational aviation activities. We envision a community that has pride in its airport and recognizes the economic value it brings to the City, County and Country.

PURPOSE

The minimum standards contained in this document (the Minimum Standards) are intended to provide the minimum threshold requirements for any entity wishing to provide aeronautical services to the public on the Airport.

These Minimum Standards are designed to assure that the flying public is provided the necessary aircraft services on the Watsonville Municipal Airport, as well as preventing unqualified persons from offering aeronautical activities to the public on the Airport. The Minimum Standards are intended to be reasonable and non-discriminatory.

In summary these minimum standards seek to:

- ➔ Establish a set of Minimum Standards to ensure a level competitive field
- ➔ Set standards that encourage provision of high quality products, services, and facilities to Airport users
- ➔ Promote the economic health of Airport businesses
- ➔ Promote the orderly development of Airport property
- ➔ Promote the economic self-sufficiency of the Airport

These minimum standards specify the standards and requirements that must be met by any entity desiring to engage in one or more commercial aeronautical services or activities at the Airport.

INTRODUCTION

The City of Watsonville (the "City") owns and operates the Watsonville Municipal Airport (the "Airport"). To encourage growth and development of the Airport, by ensuring adequate aeronautical services and facilities for the Airport users, the City has established these requirements and standards (the "Minimum Standards") for provision of certain commercial aeronautical services at the Airport.

The following Minimum Standards for an "Operator," which is defined as any person or persons, partnership, company, trust, corporation, or other entity based on the Airport and providing one or more commercial aeronautical services at the Airport. The Minimum Standards do not apply to the City itself. These Minimum Standards are not intended to be all-inclusive. Thus the Operator of a commercial venture based on the Airport will also be subject to applicable federal, state, and local laws, codes, ordinances, and/or regulations, including Airport Rules and Regulations pertaining to all such services and to the terms of its Lease, Business License and Commercial Aeronautical Activity Permit ("CAAP") to do business at the Airport as discussed below.

Commercial activity of any kind on the Airport requires the express written permission of the City through a specifically authorized lease (or sublease), license, permit and/or written temporary permission, and upon such terms and conditions as they may prescribe, and the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity. Permission shall be in the form of a City of Watsonville approved Lease (establishing a tenancy on the Airport), City Business License and airport issued Commercial Aeronautical Activity Permit ("CAAP").

The provisions of the documents must be compatible with the Minimum Standards in effect at the time of issuance or as later amended and will not change or modify the Minimum Standards themselves. These Minimum Standards are deemed to be included as part of all Leases, Licenses and Permits. If the specific commercial service provided is not contemplated or covered by these Minimum Standards, the Operator should approach Airport Management to negotiate the terms of the required Permit.

Licenses, Leases and Permits containing authority to conduct commercial aeronautical activities which are in effect on the date of adoption of these Minimum Standards will remain in effect for their prescribed terms and shall be subject to these Minimum Standards. Upon renewal or expiration of any Lease, License, Permit, or upon any change in the nature or scope of any Operator's business conducted there under, the Operator or Lessee shall be required to come in compliance with these Minimum Standards. No existing Operator shall engage in new or expanded activities after the adoption of these Minimum Standards without meeting all the requirements appropriate for the activities contemplated.

These Minimum Standards may be amended by the City at its discretion from time-to-time as determined to be necessary. Per Chapter 18, Title 7, Section 101 (b) and (j) of the City Municipal Code these Minimum Standards and any amendments thereto are adapted and effective, when administratively issued by Airport Management.

GENERAL DEFINITIONS

General Definitions contained in the Watsonville Municipal Airport Rules and Regulations, as they now exist or as they may hereafter be amended, are hereby incorporated by reference in these Minimum Standards.

The following terms as used in this document shall have the following meanings:

AC- Advisory Circular.

Aeronautical Activity or Activities- Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations.

The following activities, without limitation, which are commonly conducted on airports, are considered "Commercial Aeronautical Activities" within this definition: aerial advertising, aerial photography, aerial spraying and agricultural aviation services, aerial surveying, air carrier operations (passenger and cargo), aircraft sales and service, aircraft charter, aircraft maintenance, aircraft rental, pilot training, sale of aircraft parts, sale of aviation fuel and/or oil, sightseeing, skydiving, and any other activities which, in the sole judgment of the City, because of their direct relationship to the operation of aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

Agency- Any governmental (local, state, or federal) entity, agency, organization, unit, or authority.

Agreement- An enforceable by law, written contract between two or more parties.

Air Charter or Taxi- Providing air transportation for persons or property via air taxi or charter for hire.

Air Operations Area (AOA)- A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non-movement area. These areas are shown on the Airport Layout Plan (ALP).

Airport Terminal- The Watsonville Municipal Airport Terminal.

Aircraft- Means aeronautical devices including, but not limited to, powered aircraft, gliders, helicopters, parachutes, hang gliders, and balloons.

Aircraft Maintenance- Means the repair, adjustment, or inspection of aircraft. "Major Repairs" means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. "Minor Repairs" means normal, routine repairs, calibration or adjustment or repair of aircraft and their accessories and repairs in accordance with an annual inspection with attendant maintenance.

Airframe and Powerplant Mechanic (A&P Mechanic)- A person who holds an aircraft mechanic certificate with both airframe and power plant ratings, issued by the FAA under the provisions of 14 CFR Part 65.

Airport- The Watsonville Municipal Airport, owned and operated by the City of Watsonville, including all portions thereof.

Airport Director- That person or his/her designated representative that is responsible for the administration and management of Airport property, operations, material assets, financial assets and employees. The term "Airport Director" is interchangeable with the term "Airport Manager", and shall have the same meaning and authority for purposes of federal, state, and local law.

Airport Layout Plan (ALP)- The current FAA-approved drawings depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxilane, buildings, roadways, utilities, nav aids, apron, airport operations areas, etc.

Apron- Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers, servicing, or parking of aircraft.

ARFF- Aircraft Rescue and Fire Fighting.

Assurance- Voluntary compliance a recipient of Federal airport development assistance to abide by a provision contained in a Federal grant agreement.

Building- The main portion of each structure, all projections or extensions there-from and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks, canopies, eaves and patios. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

Certificated Flight Training School - Any operator who undertakes and engages in flight training via a pilot school certificate in accordance with FAR Part 141.

CFR- Code of Federal Regulations.

City- The City of Watsonville, California.

Commercial- That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

Commercial Aeronautical Activity- Any activity in which the purpose is to collect income, profit, compensation, or earnings (regardless of whether or not said purposes are accomplished) which utilized the operations in any part of an aircraft(s).

Commercial Parachute Operator - a person or entity which imposes a charge in exchange for such services as air transport and airborne discharge of parachutists who intend to land within the designated PLA.

Equipment- All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

Experienced Parachutist means a parachutist that has a United States Parachute Association ("U.S.P.A") license of Class "D" and who also has a U.S.P.A. Professional Exhibition rating (PRO-rating).

FAA- Federal Aviation Administration of the United States government.

FAR- Federal Aviation Administration Regulations.

Fire Code- The Fire Code adopted by the City of Watsonville from time to time. Upon the effective date of these standards, that was Title Eight, Chapter Nine of the City of Watsonville Municipal Code.

Flight Training- The dual, solo and ground instruction of pilots in either a fixed or rotor wing aircraft to complete various FAA certifications and/or maintain proficiency.

Fuel Handling- The transporting, delivering, fueling, or draining of fuel or fuel waste products.

General Aviation- All aviation activities except government and cargo and/or passenger air carriers.

Grant Agreement- Any agreement between the FAA and the City to obtain federal funding or a conveyance of land to be used for airport purposes.

Hazardous Materials- Means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (6) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Improvements- All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its building and construction standards.

Lease- A contractual agreement between the City and a person, granting the use of a defined ground area on the Airport for a term of years, and establishing conditions for its use.

Leased Premises- Land, property, buildings and other improvements leased by an operator for performance of their approved activities.

License- A contractual agreement between the City and a person, granting a concession or otherwise authorizing the conduct of a commercial activity on the Airport, which is in writing and enforceable by law. A license may be a stand-alone document, or may be combined with a lease into one document.

Master Plan- An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the City, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof.

Minimum Standards- Standards set by airport management that must be met by any entity wanting to conduct commercial aeronautical activity on the Watsonville Municipal Airport.

Movement Area- Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that aircraft use for taxiing/hover taxiing, air taxiing, run-ups, takeoff and landing, exclusive of parking areas as shown on the ALP.

National Fire Protection Association (NFPA)- All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial- Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

Operator- Means any person based on the Airport and providing one or more commercial aeronautical services. All Specialized Aviation Service Operators (SASOs), are defined as operators, per se.

Parachute Landing Area (PLA) - means landing area designated on the FAA approved Airport Layout Plan.

Person- Any individual, firm, sole proprietorship, corporation, company, limited liability entity, association, joint stock association, partnership, co-partnership, trust, estate, or other form of entity, and includes any trustees, receiver, assignee, or similar representative thereof.

Principals- For corporations, the directors, officers and stockholders holding more than 10% of company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

Property- Pertains to anything owned by an entity.

Ramp- A paved area suitable for aircraft parking.

Refueling Vehicle- Any vehicle used for fuel handling, including fuel servicing vehicles and carts.

Regulatory Measures- Federal, state, county, city, codes, ordinances, rules and regulations, including, those of the United States Department of Transportation (USDOT), United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines and these standards; all as may be in existence, hereafter enacted, and amended from time to time.

Release- Any releasing, disposing, discharging, injecting, spilling, leaking, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, transporting, and similar actions, the moving of any material through, into or upon any land, soil, ground water, or air, or otherwise entering into the environment.

Repair Facility- A facility utilized for the maintenance, repair and overhaul of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Repair Station- An Aircraft Maintenance facility certificated under 14 CFR Part 145 and the FAA to perform specific maintenance functions.

Self-Fueling- Owner, or owner's employees by means of the owner's equipment, of aircraft fueling that aircraft.

Sky Dive Customer - means any person who, by virtue of a contract or arrangement with a Commercial Parachute Operator, intends to parachute onto the Watsonville Airport.

Specialized Aviation Service Operator- Specialized Aviation Service Operator (SASO) is an aeronautical business that offers single or limited services.

Sublease - A lease approved by Airport Management and granted by an Airport lessee to another entity of all or part of the property leased from the City.

Taxilane - The portion of the Airport used for aircraft access between taxiways, hangars, and aprons as shown on the ALP.

Taxiway- A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway) as shown on the ALP.

Tie-Down- The area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie-down points have been located.

Transient Aircraft- Any aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

TSA- Transportation Security Administration

Vehicle- Any apparatus with the ability of moving itself from place to place on wheels that does not require human power (excludes objects designed primarily to move through the air).

SECTION ONE: POLICY AND GENERAL STANDARDS

1.1 Statement of Policy

The Airport's goal in establishing these Minimum Standards is to assure an adequate minimum level of service to aviation users, foster competition at the Airport, attempt to place SASOs on an equal footing in qualifying and competing for available Airport facilities and the furnishing of selected commercial aeronautical activities, and avoid unjust or prohibited discrimination between SASOs.

Where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." All Operators will be encouraged to exceed the "minimum." No Operator will be allowed to operate under conditions that do not meet the "minimum."

Contingent upon the Operator's qualification, meeting these Minimum Standards, execution of a Lease, Business License, Commercial Aeronautical Permit and the payment of rentals, fees and privilege for providing the service(s) selected on the Airport as specified in the Lease, License and Permit the Operator may engage in approved commercial aeronautical activity.

However, the granting of such right and privilege shall not be construed in any manner as affording the Operator any exclusive right to perform such activities or services on the Airport. The City reserves and retains the right to adopt and enforce any and all resolutions, ordinances, rules, codes, minimum standards, and other regulatory measures pertaining to any Commercial Aeronautic Activity at the Airport.

The Airport further reserves the right to designate the specific Airport areas, in accordance with the existing Airport Layout Plan ("ALP"), in which specific aeronautical services may be conducted. Such designation shall give consideration to the highest and best use, the nature and extent of the operation and the land and improvements available for such purpose consistent with the orderly and safe operation of the Airport.

1.2 Requirements Applicable to all SASOs

The following standards apply to all SASOs. Additional standards specific to each type of operation can be found in Section Three herein. For purposes of these Minimum Standards, "leased premises" ("Premise") may include, as appropriate, any area leased, subleased or otherwise controlled by a SASO and must be on the Airport.

1.2.1 Requirement of a Lease, License and Permit

1.2.2 Before beginning operations, the prospective Operator must acquire a City Business License, an Airport Commercial Aeronautical Activity Permit and enter into a Lease with the City reciting the terms and conditions under which it will do 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. However, such provisions of the License, Permit or Lease will neither change nor modify the Minimum Standards, nor be construed in a way to make the Lease, License or Permit less demanding than these Standards.

1.2.3 Such a License, Permit or Lease shall contain all provisions required by the Federal Aviation Administration (FAA) as a condition of any Federal Grant to the City for the Airport. The basic terms and conditions of such Lease are included in Required Lease and General License Clauses attached to this document as Attachment 1.

1.2.4 While the language reflects the currently applicable federal requirements, Leases shall include all provisions required by then-current federal law and regulations. The provisions contained in Attachment 1 are not all-inclusive and may be amended from time to time by the City without amending these Minimum Standards.

1.2.5 No person or entity shall provide an aeronautical activity on the Airport under a business name identical to or substantially similar to the business name of any other SASO on the Airport.

1.3 Site Development Standards - Physical Facilities

- 1.3.1 The minimum space requirements as provided in Section Three of these Minimum Standards shall be satisfied as applicable.
- 1.3.2 The use of temporary buildings or structure such as mobile homes or trailers is not permissible.
- 1.3.3 All paving and building shall comply with the then-current City of Watsonville development and construction standards for the Airport and all applicable local building codes and requirements. The location of facilities on the Airport must comply with the current, FAA-approved ALP for the Airport.
- 1.3.4 If construction on leased premises or alteration of existing or future structures on leased premises is planned, the Operator shall comply with the notification and review requirements of Federal Aviation Regulation Part 77 and other government entities as may be required. The Operator must submit FAA Forms 7460-1 and 7480-1 (if applicable) to the FAA no less than 60 days prior to the commencement of such construction.

1.4 Personnel

During all operating hours the Operator shall employ and have on duty trained personnel in such numbers and with such certificates and ratings as are required to provide services established by the Minimum Standards in an efficient manner for each aeronautical service being performed.

Moreover, the Operator shall provide a responsible person authorized to act on its behalf to supervise its operations. A list of contacts shall be supplied to the Airport Director including after hours' phone numbers. This list shall be updated when any change occurs.

1.5 Insurance

Insurance shall be provided and paid for by the Operator in the amounts specified in Minimum Insurance Requirements (Attachment 2), and the City may amend it from time to time. Should there be any doubt about the currency of such minimum insurance requirements, the most current insurance requirements is on file with the Airport Director.

A certificate of insurance or a copy of the insurance policies involved shall be furnished to the Airport Director by the Operator. Ten (10) days advance written notice of any change to any policy shall be given to the Airport Director. Coverage may be provided through primary or excess policies. The insurance company, or companies, writing the requested policy, or policies, shall be licensed to do business in the State of California.

Where more than one aeronautical service is proposed, the minimum limits will vary (depending upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. For example, if three (3) types of services are to be provided, it will 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 services requires 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 services would be the highest minimum limit stated in the grouping chosen. 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 License and Permit application.

All insurance that the Operator is required to carry and keep in force shall include the City of Watsonville personnel, officers, and agents as additional insured. The Operator shall furnish evidence of its compliance with this requirement to the Airport Director with proper certification that such insurance is in force.

Upon any change resulting in a reduction or increase, the Operator shall furnish additional certification as evidence of changes in insurance not less than ten (10) days prior to any such change. In the event of cancellation of coverage, the Operator and underwriter shall give the Airport ten (10) days prior notice of cancellation and all operations of the Operator on the Airport shall cease.

The applicable insurance coverage shall be in force during the period of any construction of the Operator's facilities, if any, and/or prior to its entry upon the Airport for the conduct of its business.

The Operator shall also furnish evidence of its compliance regarding State of California Statutes with respect to Worker's Compensation and Unemployment Insurance (where applicable). Lapses in insurance coverage may result in denial of access to the Airport and termination of the License.

1.6 Airport Access and Security

Airport access and security shall be maintained by the Operator at all times in accordance with standards established and required by the Airport Director, FAA, Transportation Security Administration (TSA) or other governmental entity. The Operator is also responsible for its employees,' invitees,' licensees,' vendors,' and agents' compliance with the Airport Security Program, as it may be established and amended from time to time.

1.7 Environmental Compliance

In its operations at the Airport, Operators shall strictly comply with all applicable environmental laws, the Airport environmental policies and procedures (including, without limitation, the Storm Water Pollution Prevention Plan ["SWPPP"] and Spill Response Plan), and generally accepted industry environmental best management practices and standards.

Without limiting the generality of the foregoing provision, the Operator shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of the Operator's permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained. Material Safety Data Sheets (MSDS) for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Watsonville Fire Department. The Operator shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, land, or water.

The Operator shall promptly notify the Airport of any Hazardous Material spills, releases, or other discharges by the Operator at the Airport and promptly abate, remediate, and remove it.

The Operator shall provide the Airport with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport or any alleged material noncompliance with Environmental Laws by the Operator at the Airport within ten (10) days after such documents are generated by or received by the Operator.

If the Operator uses, handles, treats, or stores Hazardous Materials at the Airport, the Operator shall have a contract in place with an approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport, and disposal.

Complete records of all disposal manifests, receipts and other documentation shall be retained by the Operator and made available to Airport for review upon request.

The Airport shall have the right at any time to enter the Premises to inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous Materials. Such inspections shall be coordinated with the Operator and scheduled during regular business hours if reasonably practical.

The Operator's Hazardous Materials shall be the responsibility of the Operator. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 and 273. Special waste includes widely generated wastes such as batteries, agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil.

The Operator shall be liable for and responsible for the following:

- a. To pay all Environmental Claims that arise out of, or are caused in whole or in part, from the Operator's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Materials on or at the Airport
- b. The violation of any Environmental Law or Airport Rules and Regulations by the Operator
- c. The failure of the Operator to comply with the terms, conditions and covenants of this section.

If the Airport incurs any costs or expenses (including attorney, consultant, and expert witness fees) arising from the Operator's use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials on the Airport, the Operator shall promptly reimburse the Airport for such costs upon demand.

All reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous Materials by the Operator at the Airport are the responsibility of the Operator.

1.8 Motor Vehicles on Airport

No vehicles except Airport vehicles, FAA vehicles, or emergency vehicles are permitted within the movement area without the prior written approval of the Airport Director.

Unless escorted, all vehicles operating in the movement area shall be equipped with a functioning amber beacon. The Operator operating a motor vehicle 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.

Vehicle operators must have a valid state vehicle operator's license for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport.

Operator takes responsibility and assumes all liability for actions of any party, supplier, member, agent, or individual that the Operator allows upon the Airport. Airport reserves the right to deny access to any party if the party fails to act responsibly while in control of machinery or motor vehicles operating on the Airport.

1.9 Other FAA Requirements

In addition to these Minimum Standards, where applicable Federal certification standards exist for a given commercial aeronautical activity, each SASO offering such activity shall provide sufficient equipment, supplies and availability of parts as required for certification by the Federal Aviation Administration.

1.10 Combined Operations and Subleases

1.10.1 The City will consider reduction in minimum square footage for combined operations.

1.10.2 If a SASO desires to sublease space to another person to provide one or more Commercial Aeronautical Activities, the following conditions will apply.

1.10.2.1 The subleasing party must obtain a City Business License and a Commercial Aeronautical Activity Permit from the Municipal Airport to operate at the Airport.

1.10.2.2 The SASO must obtain written approval from the Municipal Airport to sublease the space and function.

1.10.2.3 The SASO must ensure payment to the Municipal Airport of fees applicable to the class of services provided by the sub-lessee at the levels set forth in Attachment 5, "Airport Rates and Fees."

1.10.2.4 SASO must either carry public liability insurance in accordance with Section 1.5 above and the Minimum Insurance Requirements (Attachment 2) for its lessee or provide a certificate of insurance that shows the lessee and the Municipal Airport as additional insured in which the amounts commensurate with the services provided by the sub-lessee.

1.11 Miscellaneous Aeronautical Activities

Miscellaneous Commercial Aeronautical Activities not herein provided for may be permitted on the Airport on a case-by-case basis, by making formal application to the Municipal Airport for approval of such activity.

The Operator must show in the formal application that such activities may be safely conducted at the Airport without undue interference concerning other permitted aeronautical activities. Reasonable terms and conditions for the privilege of engaging in these other services will be commensurate in nature and scope with the activities proposed.

The Airport reserves the right to deny or restrict any aeronautical activities at the Airport that may interfere with or create a safety hazard for other Aircraft operating at or near the Airport.

Any commercial operation that terminates in the Watsonville Municipal Airport Parachute Landing Area (PLA) must have the approval of a U.S.P.A. appointed Safety and Training Advisor (S&TA) based at Watsonville Municipal Airport.

1.12 Violations

The Airport Director may remove or evict from the Airport any person who violates any rule prescribed herein, or any applicable statute, rule or regulation of the Federal Government or the State of California, or ordinance of the City of Watsonville, and may deny use of the Airport and its facilities to any such person if it is determined by the Airport Director that such denial is in the public interest.

Any Operator that violates any of the provisions in these Minimum Standards will be notified of the violation and given 10 days in which to correct said violation. Should such violation not be corrected within 10 days, or the City's final decision in response to a timely appeal, whichever is later, the City shall have the right to terminate the Lease, License or Permit.

Nothing in this paragraph shall prevent the City from immediately suspending a Lease, License or Permit, or taking any other immediate action when a safety related or hazardous situation exists.

1.13 Appeals

Any person who is adversely affected by a determination of the Municipal Airport, or by action of the Airport Director, to deny, terminate, suspend or revoke a License may appeal the determination pursuant to applicable provisions of the Airport Rules and Regulations.

SECTION TWO: APPLICATION PROCESS

2.1 Prequalification Requirements

At the time of its application, the prospective Operator shall provide the Airport, in writing, the following information and thereafter shall provide such additional information as may be requested by the City.

2.2 Application Process

The application process (Attachment 3) requires the prospective Operator to complete a City Business License, Commercial Aeronautical Activity Permit (Attachment 4) and have an approved Airport Lease (or sub-lease) that provides information regarding the applicant and the scope of the proposed operation.

2.3 Intended Scope of Services

In order to provide high-quality service, the prospective Operator must submit a detailed description concerning the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operation. All services contemplated must meet the requirements of these Minimum Standards.

That information at a minimum must include all of the following:

- 2.3.1 The name, address and telephone number of the applicant
- 2.3.2 If the applicant is a corporation, provide the name, address, and telephone number of the corporation's officers, directors, and owners of more than 10% of its corporate stock including the number of total shares and the number of shares owned
- 2.3.3 If applicant is a partnership, provide name, address and telephone number of partners
- 2.3.4 The requested or proposed date for commencement of the service and term
- 2.3.5 The services to be offered
- 2.3.6 The amount, size and location of any property to be leased which must be in compliance with the Airport's current FAA-approved ALP
- 2.3.7 The number and type(s) of aircraft to be provided/maintained (as applicable)
- 2.3.8 The number of persons to be employed (including the names and qualifications of each manager or supervisor or other key personnel)
- 2.3.9 The hours of proposed operation
- 2.3.10 FAA Certificates and Licenses held for proposed activities (type and certificate number)
- 2.3.11 The types and amounts of insurance coverage to be maintained , which must meet or exceed the types and amounts as established by Attachment 2 to these Minimum Standards as it now exists or as it may be amended hereafter.

2.4 Financial and Managerial Responsibility and Capability

The prospective Operator must provide a statement, satisfactory to the Airport Director, in evidence of its financial responsibility from a bank or trust company or from such other source that may be acceptable to the Airport and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations, to construct proposed improvements (if any), and to provide working capital to carry on the contemplated operations. In order to avoid potential competitors' possible anti-competitive effects of financial control, prospective Operators shall also disclose their sources and terms of financing.

Any information furnished under this section which is prominently marked on each page as “confidential” by the applicant, shall be considered proprietary and shall be kept confidential by the Airport to the extent permitted under the provisions of California Government Code section 6251., the California Public Records Act.

2.5 Experience of Operator and Key Employees

The prospective Operator shall furnish the Airport with a statement of past experience describing the Operator and its managers, supervisors and other key employees in providing the proposed aviation services, together with a statement that the Operator or its principals have the managerial ability to perform the selected services.

2.6 Action on Application

The City may deny any application, or reject any proposal to operate any activity on the Airport, if, in its opinion, it finds any one or more of the following:

- 2.6.1 The applicant does not meet the qualifications, standards and requirements established by these minimum standards.
- 2.6.2 The applicant's proposed operations or construction will create a safety hazard as determined by City or by the FAA through the review form 7460 and their Non Rule-making Authority process.
- 2.6.3 The granting of the application will require the City to spend funds, or to supply labor or materials which the City is unwilling to spend or supply.
- 2.6.4 There is no appropriate, adequate, or available space or building on the Airport to accommodate the applicant at the time of the application.
- 2.6.5 The proposed operation, Airport development, or construction does not comply with the Approved Airport Layout Plan.
- 2.6.6 The development or use of the area requested by the applicant will result in depriving existing SASOs of portions of the area in which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present SASO on the Airport, or prevent free access to the SASOs operations.
- 2.6.7 The applicant has supplied the City with any false information or has misrepresented any material fact or has failed to make full disclosure in their application or in supporting documents.
- 2.6.8 The applicant has violated any of the Watsonville Municipal Airport Rules and Regulations, or the regulations and standards of any other airport, or the Federal Aviation Regulations, or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.
- 2.6.9 The applicant has defaulted in the performance of any lease or other agreement with the City.

SECTION THREE: SPECIALIZED AVIATION SERVICES OPERATOR (SASO)

3.1 Specialized Aviation Services Operator (SASO) - maintenance, modification, repair, refurbishment; Instruments, Avionics, Upholstery, Propellers, Flight Training, Tours, Charters, Aircraft, Accessories, etc.

3.2 Statement of Concept

This aeronautical activity (a "SASO") is an Operator that provides either a single or limited specialized commercial service. Service include, but not limited to aircraft repair services as a certified and capable FAA certified airman or shop, or a combination of shops, for the repair and installation of aircraft powerplant, aircraft airframe, aircraft avionics, propellers, instruments, and accessories for general aviation aircraft.

This SASO must meet the minimum standard listed below and may furnish one, or if desired, any combination of these services additionally listed.

3.3 SASO Minimum Standards

- 3.1.1 At a minimum a SASO shall lease or sublease a building, providing a minimum square feet of floor space to hangar at least one (1) aircraft (if a repair facility), house all equipment, and additional floor space for an office, shop, restrooms (or access to restrooms) and telephone facilities for customer use. Painting operations are not allowed or authorized and the SASO shall not provide or operate a separate paint shop. The Airport will provide paved automobile parking or other acceptable all weather surface and a paved aircraft apron, all within the leased area, and sufficient to accommodate this SASO's services unless otherwise stated in a lease or license agreement.
- 3.1.2 A SASO shall maintain, as necessary, the repair station certificates as required by the FAA which are applicable to the operation or operations contemplated. The avionics portion of the services offered must maintain current qualifications of Class I and Class II FAA designated repair station or facility.
- 3.1.3 A SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) at least five (5) days per week. Hours of operation shall be posted.
- 3.1.4 A SASO shall have in its employ, and on duty during the required operating hours, trained personnel currently certified in the services to be performed (such as FAA A&P, IA, Avionics, radio, instrument or propeller repairmen) in such numbers as are required to provide services in an efficient manner.

3.4 Specialized Commercial Flying Services SASO

- 3.4.1 This category of SASO engages in specialized commercial flying services for hire for the purpose of providing the use of aircraft for any of the services listed below:

Aerial photography or survey, Power line, underground cable or pipeline patrol, Firefighting, Banner Towing

- 3.4.2 Any operations, other than sightseeing, specifically excluded from Part 135 of the Federal Aviation Regulations and other than Flight training and instruction.

3.4.3 Minimum Standards

- 3.4.4 This SASO must provide, by means of an on or off Airport office or a telephone, a point of contact for the public desiring to utilize this SASO's services.

- 3.4.5 This SASO shall have in its employ, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.

3.5 Flight Training SASO

3.5.1 Statement of Concept

This category of SASO engages in commercial flight training, instructing pilots in dual and solo flight operations, in fixed and/or rotary wing aircraft, in land or sea aircraft, and in providing such related ground school instruction as is necessary to prepare persons for taking a written examination and flight check for the category or categories of pilots' licenses and rating involved.

3.5.2 Minimum Standards

- 3.5.3 The SASO must lease at least one aircraft tie-down or lease hangar space. The SASO may sub-lease these facilities from an approved Commercial Aeronautical Activity tenant. In addition, they must provide properly lighted and heated floor space for a classroom/briefing room, office space and restrooms. This space may be subleased and/or shared with other approved Airport SASOs.
- 3.5.4 If this SASO prefers to build a hangar for aircraft storage the SASO shall lease or sublease an area, adequate to erect a building or buildings, containing a minimum of 5,000 square feet to provide for aircraft storage, space for office, classroom, briefing room, pilot lounge, restrooms and telephone facilities for customer use. The Municipal Airport will provide paved automobile parking or other acceptable all weather surfaces and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease or license agreement.
- 3.5.5 This SASO shall have available for use in flight training, either owned or under written lease to the SASO, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.
- 3.5.6 The SASO shall have its services available (defined as on the Airport or available via telephone or cellular phone) at least five (5) days per week.
- 3.5.7 This SASO shall have available, on a full-time basis, at least one (1) ground and flight instructor who has been currently certificated by the FAA to provide the type of ground training offered.

3.6 Aircraft Sales SASO (New and/or Used)

3.6.1 Statement of Concept

This category of SASO engages in commercial aircraft sales of new and/or used aircraft through franchises, licensed dealership, or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise. This SASO also engages in providing such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold.

3.6.2 Minimum Standards

- 3.6.3 This SASO shall provide office space and restrooms. This space may be subleased and shared with other approved Airport Operators. The Municipal Airport will provide paved parking or other acceptable all weather surfaces and a paved aircraft apron, all within the leased area sufficient to accommodate SASO's services and operations unless otherwise stated in a lease agreement.

- 3.6.4 This SASO shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the Airport. This SASO shall provide an adequate inventory or availability of spare parts, particular to the type of new aircraft for which sales privileges are granted.
- 3.6.5 This SASO shall have its services available on a basis consistent with its franchise agreement if applicable.

3.7 Aircraft Airframe and Engine Repair and Maintenance SASO

3.7.1 Statement of Concept

This category of SASO engages in commercial aircraft airframe and engine repair and maintenance, providing one (or a combination of) airframe and power plant repair services with at least one (1) person currently certified by the FAA with ratings appropriate to the work being performed or designated as a Certified Repair Station per FAR 145. This category of aeronautical services shall also include the sale of aircraft parts and accessories.

3.7.2 Minimum Standards

- 3.7.3 This SASO shall lease or sublease an area, existing or adequate to erect a building, providing at least 3,000 square feet of floor space for airframe and power plant repair services and adequate floor space for office, restrooms, customer lounge and telephone facilities for customer use. The Municipal Airport will provide paved parking or other acceptable all weather surfaces and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease agreement.
- 3.7.4 This SASO shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a FAA approved repair station.
- 3.7.5 This SASO shall have its services available at least eight (8) hours per day five (5) days per week.
- 3.7.6 This SASO 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 an efficient manner, but never less than one (1) person currently certified by the FAA (or operating under a designated Certified repair Station per FAR 145) with rating appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.
- 3.7.7 This SASO shall be prepared to, have personnel that are trained to and have access to equipment to remove disabled/damaged aircraft with a gross weight of 6,000 pounds or less, within one (1) hour of notification from the movement areas of the AOA.

3.8 Aircraft Rental SASO

3.8.1 Statement of Concept

This category of SASO engages in the commercial rental of aircraft to the public.

3.8.2 Minimum Standards

- 3.8.3 This SASO must lease at least one (1) aircraft tie-down and/or own/lease hangar space. This SASO may sub-lease these facilities from an approved Airport tenant. In addition, this SASO shall provide properly lighted and heated floor space for office space and restrooms. This space may be subleased and or shared with other approved Airport SASO's. The Municipal

Airport will provide paved parking or other acceptable all weather surfaces and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease agreement.

This SASO shall have available for rental, either owned or under written lease to Operator, a sufficient number of aircraft properly certified to handle the proposed scope of its operation.

3.8.4 This SASO shall have its service available at least five (5) days per week.

3.8.5 This SASO shall have trained personnel available in such numbers as are required to meet the minimum standards set forth in an efficient manner.

3.9 Aircraft Charter, Air Taxi Service, Sightseeing and/or Aircraft Management SASO

3.9.1 Statement of Concept

This category of SASO engages in any one or combination of the following:

3.9.2 Aircraft charter and air taxi operations by providing air transportation (persons or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Act of 1958, or as said Act may be amended from time to time

3.9.3 Nonstop sightseeing flights that begin and end at the Airport

3.9.4 Management of aircraft for aircraft owners

3.9.5 Minimum Standards

3.9.6 This SASO shall lease or sublease an area existing or adequate to provide for aircraft storage. Such space shall include an area to erect a hangar containing not less than 3,000 square feet of floor space for aircraft storage, office, restrooms, customer lounge, and telephone facilities for customer use. The Municipal Airport will provide paved parking or other acceptable all weather surfaces and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease agreement.

3.9.7 This SASO, if Charter, Air Taxi or sightseeing, shall have available for hire, either owned or under written lease to SASO, at least one (1) four-place aircraft equipped for and capable of use in instrument conditions or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.

3.9.8 This SASO shall have its services available at least five (5) days per week; and shall provide on-call service during hours other than the aforementioned.

3.9.9 This SASO, if Charter, Air Taxi or sightseeing, shall have trained personnel in its employ and on duty in such numbers as required permitting the flight services offered. This SASO, if Charter, Air Taxi or sightseeing, shall have available sufficient, qualified operating crews and a satisfactory number of personnel for checking in and ticketing passengers, handling of luggage, and for furnishing or arranging suitable ground transportation. This SASO shall provide reasonable assurance of continued availability of qualified operating crews and approved aircraft within a reasonable or maximum notice period.

3.9.10 Non-scheduled Air Taxi and aircraft management companies providing service to and from the Airport, but not based on the Airport, are exempt from these Minimum Standards.

3.10 Flying Club SASO

3.10.1 Statement of Concept

This category of SASO is for the purpose of fostering and promoting flying for pleasure, developing skills in aeronautics including pilotage, navigation, awareness, and appreciation of aviation requirements and techniques. All flying clubs desiring to base their aircraft and operate at the Airport must comply with these requirements.

3.10.2 Minimum Standards

- 3.10.3 This SASO shall be a registered not for profit or non-profit corporation, association or other entity organized for the primary purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will lead to the benefit of any member in any form (salaries, bonuses, etc.). Flying Club SASOs may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
- 3.10.4 This SASO may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aeronautical activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.
- 3.10.5 Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.
- 3.10.6 Any qualified mechanic and/or flight instructor, who is a registered member and part owner of the aircraft owned and operated by the flying club SASO, shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.
- 3.10.7 All Flying Club SASOs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment. Nothing in this paragraph is intended to prohibit occasional events or activities intended to raise funds for the operation of the club, which if conducted on the Airport must have the prior approval of the Airport Director.
- 3.10.8 A Flying Club SASO shall abide by and comply with all applicable federal, state and local laws, ordinances, regulations, the Rules and Regulations of the Airport, and these Minimum Standards.
- 3.10.9 This SASO, with its request for a License, shall furnish the City with a copy of its by-laws, articles of incorporation/association, or other documentation supporting its existence.
- 3.10.10 Flying Club SASOs, upon request by the City, shall provide satisfactory evidence of all club income, expenses, and evidence of ownership of aircraft. Such request shall be made by the Airport Authority upon reasonable cause.

3.11 Commercial Skydive Operations SASO

3.11.1 Statement of Concept

This category of SASO is for an entity that, more than once in a calendar year, will, in air, discharge parachutists who intend to land within the designated Parachute Landing Area (PLA) as delineated on the Airport Layout Plan (ALP). This SASO imposes a charge on such parachutists in exchange for services, such as air transport, provided by the business. These operations do not apply to parachuting exhibitions.

3.11.2 Minimum Standards

- 3.11.3 This SASO shall lease or sublease an area existing or adequate to provide for parachute rigging, maintenance, repair, pre-jump briefing and customer service. Such space shall include an area accommodate the SkyDive Customers, office, restrooms (or access to restrooms) and telephone facilities for customer use. The Airport will provide paved automobile parking or other acceptable all weather surfaces and a paved aircraft apron, all within the leased area and sufficient to accommodate the SASO's services and operations unless otherwise stated in a lease agreement.
- 3.11.4 This SASO shall have available for hire, either owned or underwritten lease to SASO, at least one (1) aircraft equipped for and capable of use as a skydive aircraft or a sufficient number of aircraft properly certificated to handle the proposed scope of its operation.
- 3.11.5 This SASO shall have its services available at least eight (8) hours per day, five (5) days per week.
- 3.11.6 This SASO shall have experienced parachutists in its employ and on duty during the required operating hours in such numbers to meet the minimum standards set forth. Personnel must include a U.S.P.A. appointed Safety and Training Advisor (S&TA). This SASO shall have available sufficient, qualified operating crews and a satisfactory number of personnel for checking in and confirming passengers, safe transport to and from aircraft, the PLA, and for furnishing or arranging suitable ground transportation as required. This SASO shall provide reasonable assurance of continued availability of qualified operating crews and approved aircraft within a reasonable or maximum notice period.
- 3.11.7 If the SASO or the USPA appointed safety and training advisor, or the pilot in command of the jump aircraft observe conditions, that make the Airport Parachute Landing Area (PLA), unavailable for intended operations, the PLA shall be deemed closed by the Airport Manager by his/her authority under Municipal Code Section 7.18.103.
- 3.11.8 This SASO operation requires prior approval of the Airport Director per FAR 105.25 (b): Such permission requires a completed application, subsequent issuance of an annual permit, which must be renewed upon expiration for continued operation and an "Operating Procedures" document.

This SASO Operating Procedures document describes details relative the following:

- a) Activities required to prepare, pack and a confirm parachute is available for use and how such parachutes are assigned and maintained.
- b) Operational process for aircraft preflight, operations, post flight and 100 hour inspections.
- c) Process to execute and recover a "Jump" from start to finish.

- d) Describes conducting ground operations at the airport with adequate equipment to accommodate customer pre-jump activities, friends' pre-jump activities, and other SASO activities described in the application. A detailed description of parking, either at the airport or off-site, must be adequate for customers and parachutists' friends.
- e) Describes conducting a business that does not in any material way conflicts with the business operations and procedures described in the application, without first securing the approval of the Airport Director for any such deviation or change in operations or procedures.
- f) Details the credentials/qualifications of personnel, in number and experience/training, to handle and supervise customer pre-jump activities, friends' pre-jump activities, transporting customers to aircraft, supervising friends at waiting areas that are within the airport,
- g) Describes the process to ensure that customers and friends do not make unauthorized entry into movement areas, transportation of customers and friends back to their vehicles or the operator's office, maintaining sufficient radio communications activities, and being available to receive applicable Airport Director directives.
- h) Describes how the operations exceed the safety standards set forth in the U.S.P.A.'s then current Basic Safety Requirements. SASO engaging in this activity shall comply with and adhere to any and all applicable FAA regulations and advisories, including but not limited to:
 - i. Federal Aviation Regulation Parts 61, 65, 91, 105 and 119 as amended.
 - ii. Advisory Circular 90-66A, 91-45C, and 105-2E, as amended.
 - iii. 49 Code of Federal Regulations Part 830.

Determinations of compliance with FAA regulations and advisories shall be made by the FAA.

3.12 Temporary Specialized Aviation Service Operator SASO

3.12.1 Statement of Concept

Aircraft operators may require specialized assistance with aircraft maintenance of and/or flight training. When assistance is not available through an existing approved Operator due to either the specialized nature and/or requirements, the Airport Director may allow an Aircraft operator to solicit and utilize the services of a qualified entity to provide services.

3.12.2 Minimum Standards

This SASO shall conduct activity on and from the premises of the Aircraft operator in a manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar activities.

3.12.3 The Aircraft operator must submit a request to the Airport Director on behalf of this SASO which shall then obtain a 30-day temporary License from the Airport Director prior to engaging in activity on the Airport. This SASO must meet those requirements of these Minimum Standards that the Airport Director deems reasonable under the circumstances, including insurance requirements applicable to the type of service being provided.

3.12.4 Aircraft operators requiring after-hour or weekend service by a Temporary SASO must notify the Airport Director prior to the Temporary SASO engaging in activities on the Airport.

3.12.5 Aircraft operators are responsible for assuring compliance with all Airport Rules and Regulations by the Temporary SASO while on the Airport. The Temporary SASO shall have

and provide to the Airport Director evidence of all federal, state and local licenses and certificates that are required for the services to be provided on the Airport.

SECTION FOUR: PROCESS TO ENFORCE MINIMUM STANDARDS

Process to Enforce Minimum Commercial Standards *(Minimum Standards are incorporated into Aeronautical property lease and compliance is required by the City of Watsonville business license and the Airport's Commercial Aeronautical Activity Permit)*

4.1 Enforcement of Minimum Standards

The Municipal Airport discharges its duty for ensuring Commercial Aeronautical Activity compliance with Minimum Standard obligations through their contractually based leases, sub-leases, licenses and permits

The contractual nature of the duty arises from requirements in the City of Watsonville's Municipal Code and the City's agreement to comply with the assurances contained in the grant agreement in exchange for Federal airport development assistance. Assurances are designed to achieve a system of safe and properly maintained airports that are operated in a manner that protects the public's interest and investment in aviation.

4.2 Consequences of Minimum Standards Non-Compliance

Compliance to these minimum standards is required. Should airport management or City determine an operator is noncompliant with any minimum standard that operator will receive a "Notice of Non-Compliance" and have ten (10) days to become complainant.

Continued non-compliance, without Airport Director extension to regain compliance, after ten (10) days constitutes a termination of the Commercial Aeronautical Activity Permit and operations are no longer authorized.

The Airport and City maintain the ability to terminate licenses, leases and permits and associated occupancy should Operator fail to meet an appropriate Minimum Standard. Operator may register concerns with the local FAA ADO. ADO personnel are then charged with investigating the allegations of noncompliance on an informal basis and, in the event that the allegations are confirmed, attempting to persuade the airport operator to come back into compliance.

ATTACHMENT 1: REQUIRED GENERAL LEASE CLAUSES

1. Premises to be operated for use and benefit of the public

The Operator agrees to operate any leased premises of Operator on the Airport for the use and benefit of the Public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

2. Federal Requirements; Nondiscrimination

a. Operator agrees that in conducting its operations under the City Business License and Commercial Aeronautical Activity Permit it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Operator agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of Operator at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

c. Operator agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

d. Operator agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

e. Operator agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of the City Business License and Commercial Aeronautical Activity Permit on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

f. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the Cities or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and the City Business License and Commercial Aeronautical Activity Permit. In the event of such noncompliance, the Cities shall have the right to terminate this License and any estate created hereunder, without liability therefore, or at the election of the Cities or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but not limited to, repair and maintenance); provided that the Airport Rules and Regulations and License provisions are followed.

4. No Exclusive Rights

Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

5. Airport Development

The Municipal Airport reserves the right to further develop or improve the Airport as it sees fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the any lease term, the City agrees to provide a comparable location without any unreasonable interruption to the Operator's activities, and agree to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by a written lease with the Operator.

6. Airport Authority Right to Maintain the Airport

The Municipal Airport reserve 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.

7. Right of Flight

There is hereby reserved to Municipal Airport, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of any leased premises of Operator on the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Watsonville Municipal Airport.

8. Airport Obstructions or Other Hazards

The Operator expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure or object nor permit the growth of any tree on any leased premises of Operator on the Airport that violates 14 CFR Part 77 Surfaces; (2) not make use of any such leased premises in any manner which might interfere with operation or safety of the Airport or otherwise constitute a hazard; and (3) submit form 7460-1 and 7480-1 (if applicable) to the FAA at least 30 days prior to the construction of any structure or potential obstacle.

The Municipal Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, and to prevent and abate any hazard or interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Municipal Airport, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Operator.

9. Compliance with Laws, etc.

The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, Airport Minimum Standards, and the Airport Emergency Management Plan, as existing at the time the License is granted, or as amended from time to time thereafter at the Municipal Airport's sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and

such failure results in damage or expense to the Municipal Airport, the Operator shall indemnify the Airport for that damage or expense. Operator shall, at its sole cost and expense, pay all taxes, fees and other charges that may be levied, assessed or charged by any duly authorized agency.

10. Required Licenses and Certificates

The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its authorized business operations on the Airport.

11. Handling of Waste Liquids

No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the USEPA, the State of California, the City of Watsonville, any applicable special district, and the sewage operator.

12. Indemnification

a. In concert with and in addition to the insurance requirements set forth herein, Operator shall indemnify, protect, defend, and hold Municipal Airport, their officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of any leased premises of Operator on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Municipal Airport. Operator shall use counsel reasonably acceptable to the Cities in carrying out its obligations hereunder.

b. Municipal Airport shall give Operator reasonable notice of any claims or actions against the Cities, which directly or indirectly affect Operator, and Operator, shall have the right to compromise and defend the same to the extent of its own interest.

c. Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the Airport Authority by the U.S. Government, Operator will reimburse Municipal Airport for all expenses, including attorney fees, incurred by Municipal Airport in defending against the civil penalty action and for any civil penalty or settlement amount paid by Municipal Airport as a result of such incursion or breach of airfield or sterile area security. Municipal Airport shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of TSA Part 1542, Airport Security, TSA Part 1544, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

d. The provisions of this section shall survive the expiration or early termination of this License for matters arising before such expiration or early termination.

13. Right of Entry

a. Any official representative of the Municipal Airport may enter upon any leased premises of Operator on the Airport during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under this License or in the exercise of their function as a representative of the Municipal Airport.

b. Further, any official representative of the Municipal Airport may enter upon any leased premises of Operator on the Airport at any time in response to an emergency.

c. To facilitate 13.b above, the Operator shall either provide escrowed door keys, access codes, or the like to the Airport Director for any leased premises of Operator on the Airport, or accept responsibility and hold Municipal Airport harmless for possible damage to such leased premises as a result of a forced entry by Municipal Airport representatives in responding to an emergency.

14. Termination

Upon the expiration or other termination of a Lease or License, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in this License shall cease, and the Operator shall, upon such expiration or termination immediately and peacefully surrender the same.

15. Assignment

All covenants, stipulations and provisions in a Lease or License shall extend to and bind the Operator's legal representatives, successors and assigns.

This Lease or License may not be assigned, without the prior written consent of the Watsonville Municipal Airport, which shall be exercised with the sole discretion of the Airport Director after consideration of, among other things, the qualifications of the proposed assignee, the effect of the assignment on the Municipal Airport. Assignment shall not relieve the Operator from its obligations under the License unless expressly so stated in the Municipal Airport written consent.

As used herein, "assignment" means and includes, but is not limited to, (i) the grant or transfer of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any party of the stock or other ownership interest of Operator, (ii) grants or transfers to a single person or entity, including to any other person(s) and entity(ies) directly or indirectly controlled by it or which directly or indirectly control it, of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any part of the stock or other ownership interest of Operator, (iii) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the income or profits (however they may be measured or defined, e.g., gross income, gross profit, operating profit, net profit) of Operator, and (iv) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the cash flow (however it may be measured or defined) of Operator. If Operator shall assign or attempt to assign its interest in the whole or any part of this License in violation of this Article, such assignment shall be void and this License shall thereupon automatically terminate. Municipal Airport consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

This Lease or License shall be subordinate to the provisions and requirements of any existing or future agreement between Watsonville Municipal Airport, the State of California, and the United States, relative to the development, operation or maintenance of the Airport. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States, during the time of war or national emergency.

ATTACHMENT 2: MINIMUM INSURANCE REQUIREMENTS

Watsonville Municipal Airport for Commercial Aeronautical Activities

Note: In all cases, the minimum insurance requirements for each of the below-listed commercial aeronautical activities shall not be less than the maximum amount that may be recovered against the City under the **California Government Code 815-818.9.**

Aviation Repair Services SASO (Avionics, Upholstery, Propeller, Instruments, Accessories, etc.)

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed - \$1,000,000 per occurrence.

Hangar Keeper's Liability – \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Specialized Commercial Flying Services SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Flight Training SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Sales SASO (New and/or Used)

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Sale of Aircraft - \$2,000,000 per occurrence.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Airframe & Engine Repair & Maintenance SASO

Premises Liability (hangar operation) - \$2,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services and Parts not Installed - \$2,000,000 per occurrence.

Hangar Keeper's Liability – \$1,000,000 for each aircraft and 2,000,000 each loss.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Aircraft Rental SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Air Charter & Air Taxi SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Flying Club SASO

Aircraft Liability - \$1,000,000 per occurrence including passengers and coverage for owned aircraft with combined single limits of liability of not less than \$100,000 per passenger and \$1,000,000 per occurrence.

Premises Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

SkyDive Operator

Aircraft Liability - aircraft liability insurance that lists "Transportation of Sport Parachutists" as "permissible aircraft use," covering personal injury and property damage (excluding passengers) with policy limits of not less than \$1,000,000. Such policy shall name the City of Watsonville as an additional insured.

Premises Liability - \$1,000,000 per occurrence of combined single limit for bodily injury and property damage.

Motor Vehicle Liability – Comprehensive Auto Liability for owned, non-owned and hired vehicles with combined single limits of liability of \$1,000,000 per occurrence.

Multiple Commercial Activities

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirement stipulated for the specific commercial aeronautical services being performed as stated above.

ATTACHMENT 3: APPLICATION PROCESS

WVI License/Lease Application Process

This is a general guide to the application process. The Watsonville Municipal Airport may deviate from this process as needed from time to time.



ATTACHMENT 4: APPLICATION FOR COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

KWVI Application For Commercial Aeronautical Activity Permit

1 **Contact Information**

Business Name: _____
Doing Business As: _____
Address: _____
Phone: _____ Fax: _____

2 **Responsible Party: Business Owner/Partners** (if a corporation, skip this step and proceed to 3)

Owner/Partner Name	% Owned	Phone
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

(Use additional sheet if necessary)

3 (include officers, directors, and owners of more than 15% corporate stock----skip to 4 if not a corporation)

Officer/Director/Owner Name	Shares Owned	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Use additional sheet if necessary)

4 **Aeronautical Activity Permit Requested** (Category from Minimum Standards)

5 **Description of Services in Detail and Method to be Employed**

(Use additional sheet if necessary)

6 Description of Facility (Include Size, Type Building, Intent to Lease or Build, Location and Amount of Property to be Leased----
All must comply with Airport's current FAA-approved ALP)

7 Proposed Date of Commencement of Commercial Aeronautical Activity

Date: _____

8 Employment Information

Number of Employees/New Jobs Created: _____

Anticipated Salary Ranges of Employees: _____

9 Names and Qualifications of Key Personnel

Name	Qualifications
_____	_____
_____	_____
_____	_____
_____	_____

(Use an additional sheet if necessary to completely answer.)

10 Proposed Hours of Operation

11 Number and Types of Aircraft to be Provided/Maintained (as applicable)

Aircraft Type	Quantity
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

12 FAA Certificates and Licenses Held for Proposed Activities

Certificate Type	Certificate Number
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheet if necessary to completely answer.)

13 Insurance (List Insurance Coverage Applicable: Must meet Minimum Insurance Requirements Contained in Minimum Standards)

Watsonville Municipal Airport and City of Watsonville named as Additional Insured?

Yes

No

(Please Mark One)

Insurance Coverage

Limits of Liability

(Use additional sheet if necessary to completely answer.)

14 Documents that Must Be Attached

The following documents at a minimum must accompany the submittal of this Application.

Failure to attach may cause Application to be incomplete and not considered.

- 1) City of Watsonville Business License
- 2) Corporate Financial Statement & Banking References
- 3) Personal Financial Statements for Previous Two (2) Years*

*(If a family owned business of no previous corporate financial history available, or at the discretion of the City) **Note: Not required for operations in effect as of December 31, 2016**

- 4) Demonstration of Financial Capability to Initiate Operations, Construct Improvements, and Provide Working Capital to Carry on Operations**

** (Include cash flow, a profit and loss projection for the first five years of the proposed operation and Disclosure of Sources and Terms of Financing) **Note: Not required for operations in effect as of December 31, 2016**

- 5) Operating Procedures, if required per these Standards

15 All Commercial activities conducted on the Watsonville Municipal Airport require an approved Business License and/or Lease.

Any information furnished in this application which is prominently marked on each page as "confidential" by the applicant shall be considered proprietary and shall be kept confidential by the Authority to the extent permitted under the provisions of California Public Records Act, Government code 6250 -6276.48.

All questions and comments should be directed to the Airport Director.

**Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA 95076
Phone: (831) 768-3575**

ATTACHMENT 5: MUNICIPAL AIRPORT RATE AND FEE SCHEDULE
(This is a sample only)

Rate	Rates effective July 1, 2016	
	Fees effective July 1, 2016 to June 30, 2019	
1- Permanent Hangar Rates		
(a) Hangars A -4, 5, 6 & 8		\$241.00
A -1, 2, 3, 9 &10		\$266.00
(b) Hangars B, C, D & E -		
3, 4, 5, 6, 7 & 8		\$241.00
1, 2, 9 & 10		\$266.00
(c) Hangars F, G, H, I, J & K		\$345.00
(d) Hangars M & L		\$789.00
(e) Hangars W, X, Y & Z		\$336.00
(f) Mini Hangars		\$239.00
(g) Corporate Hangars		\$1,508.00
2- Permanent Tie Down Rates		
Tail-In Spots		\$74.00
Taxi-In Spots		
Singles		\$97.00
Twins under 12,500 pounds		\$108.00
Aircraft over 12,500 pounds		\$650.00
3 - Temporary Tie-Down Fees		
Single Engine per Night		\$10.00
Single Engine per Week		\$40.00
Twin Engine per Night		\$15.00
Twin Engine per Week		\$55.00
TurboProp/Fan Night		\$30.00
TurboProp/Fan Week		\$120.00

Rate	Rates effective July 1, 2016
	Fees effective July 1, 2016 to June 30, 2019
4 - Hangar Wait List Fees	
Initial Application Fee	\$50.00
Annual Fee	\$100.00
5- End Room Rates	
A, B, C, D & E	\$67.00
W, X, Y & Z	\$80.00
6 - Un-Airworthy Aircraft Fee (annual)	
	\$500.00
7 – Special Events/Slot Reservation Fee	\$100.00
8 – Aircraft Handling Fee	\$100.00
9 - After Hours Fueling Fee	\$150.00
10- Fuel Island Convenience Card Fee (annual)	\$150.00
11 - Commercial Operator Permit (per event)	\$150.00
12 - Commercial Aeronautical Activity Permit (annual)	\$ (To be published by July 1, 2017)
13- Long Term Parking Fee	
Day	\$5.00
Week	\$30.00
Month	\$75.00
14 – Activities Permit Fee (per event)	
	\$15.00
15 - Adverts (annual)	
	\$300.00
<ul style="list-style-type: none"> – All rentals shall be paid monthly, in advance. – All temporary/transient rentals shall be paid in advance, or payment arranged for upon arrival and registration. – Hangar and Tie Down rents are due by the tenth of each month and delinquent on the eleventh day of the month. A late payment fee in the amount of ten percent (10%) of the total amount delinquent on all accounts unpaid will be charged and collected. 	
<p>Note: Effective rates will be adjusted annually by the rate of the April to April change in the Consumer Price Index (CPI). Effective fees will adjust as noted.</p>	