

Amended May 7, 2019; Resolution No. 2019-59

AIRPORT

I. Delegation of Authority.

A. Airport Manager.

In addition to those authorities delegated by the Napa County Code, the Airport Manager is hereby authorized to:

1. Execute non-compensatory Letters of Agreement (LOAs) with the Federal Aviation Administration, tenants, or visitors related to airport operations, access, and/or procedures.
2. Issue Commercial Operating Permits as provided for under the Primary Management and Compliance Documents.
3. Approve sub-license agreements as expressly permitted by the applicable license agreement if the approval is also consistent with the Primary Management and Compliance Documents.
4. Approve sub-leases, but only as to approval of the activity as otherwise permitted by the applicable lease and only if the approval is consistent with the Primary Management and Compliance Documents.

B. Director of Public Works.

In addition to those authorities delegated by the Napa County Code, the Director of Public Works or designee is hereby authorized to:

1. Execute Federal Aviation Administration (FAA) and State of California Grant documents for approved projects contained in the Board approved Airport Capital Improvement Program.
2. Execute agreements for uses involving the Limited Passenger Facilities at the Napa County Airport that must adhere to the following four qualifying factors:
 - A use involving operating no more than two (2) aircraft or helicopters.
 - The hours of operation of the use be restricted to operating from 7:00 a.m. to 10:00 p.m. seven days a week.
 - The daily number of operations be limited to not exceed eight operations per day (an operation consisting of one takeoff and landing).
 - The use does not involve the ticketing of passengers at the Airport.

SELF- FUELING POLICY

I. Purpose.

The purpose of this Self-Fueling Policy is to set forth the minimum standards an Aircraft Owner must satisfy in order to Self-Fuel (as defined below) the owner's aircraft. Any Owner engaging in Self-Fueling at the Napa County Airport shall do so in compliance with all federal, state, and local laws, rules, and regulations.

II. Definitions.

A. Self-Fueling.

Self-Fueling is the non-commercial fueling of an aircraft by the Aircraft Owner or the Owner's employee(s) using the Owner's own vehicles, equipment, employees, and resources.

B. Based Aircraft.

Based Aircraft is any aircraft that is habitually situated at the airport when not in flight.

C. Transient Aircraft.

Transient Aircraft is any aircraft utilizing the airport for occasional transient purposes and is not based at the airport.

III. County Authorization/Permits.

- A.** Owner shall, prior to engaging in any Self-Fueling activity, comply with all applicable building codes, zoning standards, and requirements of County departments and agencies and obtain all necessary permits from County for the installation and operation of any Self-Fueling equipment. Owner shall be required to enter into a Self-Fueling Agreement ("Agreement") with the Airport prior to commencement of any Self-Fueling. Failure to obtain necessary permits prior to Self-Fueling shall be cause for termination of the Agreement.
- B.** The Agreement shall not reduce or limit Owner's obligations regarding these minimum standards and policies, which shall be included in the Agreement by reference.

IV. Evidence of Ownership.

Owner shall provide evidence of ownership or lease of any equipment used for fueling and aircraft being operated (and under the full and exclusive control of) and fueled by Owner prior to the commencement of any Self-Fueling activity. Owner shall not engage in fueling any aircraft it does not own or lease.

- A.
 1. Owner shall provide the County with proof of aircraft ownership prior to commencement of any fueling activity. The registered legal owner of an aircraft shall be determined according to the records of the Federal Aviation Administration, or
 2. If the aircraft is being leased or operated by Owner (and under Owner's full and exclusive control), Owner shall provide the County with a copy of the lease or operating agreement prior to commencement of any fueling activity.
- B. The Napa County Airport Manager shall determine aircraft ownership or if the lease/operating agreement demonstrates if the Owner has the full and exclusive control of the aircraft wishing to be Self-Fueled.

V. Monthly Fuel Reporting.

- A. On or before the 10th day of each subsequent month, Owner shall:
 1. Provide a summary report to the Airport Manager identifying the number of gallons of aviation fuel:
 - purchased by Owner (by fuel type),
 - delivered to Owner's fuel storage facility (by fuel type), and
 - dispensed to Owner's aircraft at the Airport; and
 2. Pay the appropriate fuel flowage fees (see Part III of the Napa County Policy Manual, Part 30, Section 30.030) due to the County.
- B. Upon request, records and meters shall be made available for review and inspection by the Airport Manager or his or her designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Owner and the amount of fuel delivered to Owner's aircraft and/or dispensed by Owner, the greater amount shall prevail and the Owner shall pay, within 10 working days, all additional fees due the County, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

VI. Fuel Storage.

Owner shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

- A. Through an authorized Fixed Base Operator ("FBO") at the Airport; or
- B. In a fuel storage area specified and approved by COUNTY and any other federal, state, or local agencies having jurisdiction.
 - 1. Owners authorized by the County shall lease land and construct or install a fuel storage facility.
 - 2. In no event shall the total storage capacity be less than 12,000 gallons for jet fuel or 10,000 gallons for Avgas.
- C. Fuel delivered to, and dispensed by Owner shall fully comply with quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 910 (Avgas). Ensuring the quality of the fuel is the sole responsibility of Owner.

VII. Fuel Delivery.

Owner shall be required to demonstrate that any off-airport fuel distributor dispensing fuel to Owner meets all applicable laws, rules, and regulations imposed upon them for the sale, distribution, and transportation of petroleum products.

VIII. Fueling Equipment.

- A. Owner shall utilize a single refueling vehicle or a fixed self-service fueling system for each type of fuel to be dispensed.
- B. Avgas refueling vehicle shall have a minimum capacity of 750 gallons and a maximum capacity of 1,500 gallons.
- C. Jet refueling vehicle shall have a minimum capacity of 2,000 gallons and maximum capacity of 3,000 gallons.
- D. Refueling vehicle shall be capable of bottom loading.
- E. Refueling vehicle or a fixed self-service fueling system and all fueling equipment shall be equipped and maintained to comply with all applicable regulatory measures including, without limitation, those prescribed by:
 - 1. National Fire Protection Association (NFPA) Codes;

2. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
3. Applicable FAA Advisory Circulars including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".
4. Both state and federal Department of Transportation.

IX. Spill Prevention, Control, and Countermeasures.

Prior to engaging in Self-Fueling which includes transporting fuel onto the Airport, Owner shall provide Airport with a written Spill Prevention, Control, and Countermeasures ("SPCC") Plan that meets all applicable regulatory measures for fuel storage facilities and Owner's activities. An updated copy of the SPCC Plan shall be filed with the Airport at least 30 calendar days prior to any planned change in operations.

X. Standard Operating Procedures (SOP) for Fueling.

Owner shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". Owner's SOP shall include a training plan, fuel quality assurance procedures and associated record keeping, and emergency response procedures to fuel spills and fires. Owner's SOP shall also address:

- A. Regular safety and security inspections;
- B. Bonding and fire protection;
- C. Public protection; and
- D. Marking and labeling of (and controlling access to) refueling vehicles, fueling equipment, and fuel storage facilities. Owner's SOP shall be submitted to Airport no later than 30 calendar days before Owner is scheduled to commence Self-Fueling at the Airport and it shall be resubmitted 30 calendar days prior to any planned change in operations.

XI. Limitations/Termination.

Owner shall not sell and/or dispense fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Owner and identified to the County. Any such selling or dispensing is a violation of this policy and shall be grounds for immediate suspension or termination of Owner's Self-Fueling Agreement by County.

- A. The first violation shall result in a suspension of Owner's Agreement for a period of one year, during which time Owner shall be prohibited from conducting any Self-Fueling activities. The Airport Manager is authorized to provide written notice to Owner documenting Owner's violation and implementing a one-year suspension period.
- B. The second violation shall result in the termination of the Owner's Agreement.
- C. Failure by Owner to comply with any other terms of this policy or any terms contained in their Agreement shall be cause for immediate termination.

XII. Payment of Rents, Fees, and Charges.

Owner shall pay any rents, fees, or other charges specified by the County for engaging in Self-Fueling. Owner's failure to remain current in the payment of rents, fees, charges, and other sums due and owing to the County shall be grounds for termination of their Agreement. The County may, at its option, enforce payment of any rent, fee, or other charge due and owing to the County by any legal means available to it.

XIII. Taxes.

Owner 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, relating to the leased premises or Self-Fueling at the Airport.

XIV. Insurance.

Owner shall obtain and maintain in full force and effect throughout the term of the Agreement, and thereafter, as to matters occurring during the term of the Agreement, the insurance coverages specified in the Agreement and approved by the County's Risk Manager.

XV. Hold Harmless/Indemnification.

Owner shall defend, indemnify and hold harmless County, its officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by Owner, or its officers, agents, or employees, of activities required under the Agreement, including any liability or claims (including claims for the costs of cleanup and remediation) arising from a release of hazardous materials which is unauthorized and/or contaminates the Airport or adjacent real property or any storm drain, sewer or water system, marsh, wetland, body or water or waterway groundwater or air basin or portion thereof.

XVI. Emergency/Public/Government Service.

- A. At the Airport Manager's discretion, Owners providing an Emergency/Public/Government Service (including, but not limited to, federal, state, and local Agencies) and involved in an actual ongoing emergency are not required to meet the minimum standards identified in Paragraphs III, V, VI, VIII, IX, and X.
- B. Storage and delivery of Fuel for Aircraft operated by Emergency/Public/Government Service entities must be approved, in advance, by the County.
- C. All other minimum standards identified herein and contained in Owner's Agreement shall be adhered to when providing Emergency/Public/Government Service.