

**GENERAL AVIATION
MINIMUM STANDARDS**

FOR

PALM BEACH INTERNATIONAL AIRPORT

PALM BEACH COUNTY, FLORIDA

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ARTICLE 1. INTRODUCTION

Section 1-1. Purpose and Scope

- (a) The purpose of these General Aviation Minimum Standards (Minimum Standards) is to (1) encourage the provision of high quality General Aviation products, services, and facilities to Airport users, (2) encourage the development of quality General Aviation Improvements at the Airport; (3) promote safety, (4) promote the economic health of General Aviation Airport businesses, and (5) promote the orderly development of Airport property. To this end, all Entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to these Minimum Standards.
- (b) Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such Activities and incorporated into the Operator's Agreement.
- (c) Specialized Aviation Service Operators (SASO) are encouraged to be subtenants of Fixed Base Operators (FBO); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may (if available) sublease Improvements from another SASO, lease land from the County and may request in writing to the County to construct Improvements on such land in the areas designated by the County.

Section 1-2. Airport Management

- (a) The Director of the Department of Airports (Director) is responsible for the operation, management, maintenance, and security of the Airport and all Airport owned and operated land, Improvements, facilities, Vehicles, and Equipment.
- (b) The County has authorized and directed the Director to:
 - (1) interpret, administer, and enforce Agreements and these Minimum Standards; and
 - (2) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Department or County under these Minimum Standards.
- (c) All official inquiries regarding these Minimum Standards and/or compliance therewith should be directed to the Director.

Section 1-3. Compliance with Regulatory Measures

- (a) All Entities engaging in an Aeronautical Activity on Airport land or Improvements shall comply, at the Entity's expense, with all applicable Regulatory Measures.

Section 1-4. Conflicting Regulatory Measures and Agreements

- (a) If a provision of these Minimum Standards is found to be in conflict with any other provision of these Minimum Standards, Regulatory Measure, or Agreement, the provision that establishes the higher standard shall prevail, to the extent permitted by law.



- (b) It is not the intent of these Minimum Standards to excuse any Entity from performing any obligation it may have with the County as set forth in any Agreement the Entity has with the County, whether such Agreement is in existence on the date of the adoption of these Minimum Standards or entered into at any time thereafter.
- (c) No existing or future Agreement, nor any payment or performance required thereunder, shall excuse any Entity from full and complete compliance with these Minimum Standards.
- (d) Compliance with these Minimum Standards shall not excuse any Entity from full and complete compliance with any responsibility or obligation the Entity may have to the County under any existing or future Agreement.

Section 1-5. *Right to Self-Service*

- (a) These Minimum Standards will not exercise or grant any right or privilege which operates to prevent any Entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own Employees (including, but not limited to, maintenance, repair, and refueling) that it may choose to perform.
 - (1) However, individual Operators may restrict the use of their exclusive Leased Premises and all Aircraft operators must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

Section 1-6. *“Through-the-Fence” Activities*

- (a) “Through-the-fence” Activities are prohibited at the Airport.

Section 1-7. *Fines*

- (a) Entities shall have the responsibility to pay any fine or penalty levied against the Entity, the Airport, the Department, the County, the Board, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of the Entity's failure to comply with any applicable Regulatory Measure.
- (b) If the fine or penalty is contestable (and contested by the Entity), the Entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

Section 1-8. *Variance or Exemption*

- (a) The County may approve variances to these Minimum Standards when a specific clause, section, or provision does not seem justified in a particular case because of special conditions and unique circumstances.
- (b) Any variance or exemption approved by the County shall apply only to the special conditions or unique circumstances of the particular case under which the variance or exemption is granted and shall not serve to amend, modify, or alter the Minimum Standards.
- (c) When a specific product, service, or facility is not currently being provided at the Airport, the County may enter into an Agreement with an FBO or SASO with terms and conditions that are less than those outlined in these Minimum Standards (e.g., lower minimum standards, etc.), only for a limited period of time (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.



Section 1-9. Exclusive Rights

- (a) The granting of rights and/or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording an Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement.
 - (1) The presence on the Airport of only one Entity engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the County not to enter into or promote an understanding, commitment, or express agreement to exclude other reasonably qualified Entities. Accordingly, those who desire to enter into an Agreement with the County should neither expect nor request that the County exclude others who also desire to engage in the same or similar Activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those Entities meeting the qualifications and the requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the County.
 - a. If the FAA determines that any provision of these Minimum Standards constitutes a grant of a prohibited Exclusive Right, such provision or grant shall be deemed null and void.

Section 1-10. Applicability

- (a) These Minimum Standards specify the standards and requirements that must be met by any Entity desiring to engage in one (1) or more General Aviation Aeronautical Activities at the Airport.
 - (1) Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Department. All Entities are encouraged to exceed the applicable minimum standards. No Entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the County's discretion, meet these Minimum Standards.
- (b) These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities.
 - (1) These Minimum Standards shall not affect any Agreement or amendment to such Agreement properly executed prior to the date of promulgation of these Minimum Standards except as otherwise provided for in such Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement.
 - (2) Upon termination or expiration of an Agreement, Operator shall be required to comply with these Minimum Standards upon execution of a new Agreement.
 - (3) These Minimum Standards shall not be deemed to modify any existing Agreement under which an Entity is required to exceed these Minimum Standards, nor shall they prohibit the County from entering into or enforcing an Agreement that requires an Entity to exceed the Minimum Standards.
- (c) If these Minimum Standards are amended after Operator enters into an Agreement with the County, the Operator shall not be required to increase Operator's Leased Premises or construct additional Improvements to be in compliance with the amended Minimum Standards until such time as Operator amends the existing Agreement or enters into a new Agreement with the County, unless such amendment or new agreement is at the request of the County.



Section 1-11. Rights Reserved

- (a) The County reserves the following rights and privileges without limitation and as may be amended from time to time.
 - (1) The County reserves all rights and privileges outlined under federal and/or state Airport Assurances.
 - (2) The County reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
 - (3) The County further reserves the right to designate specific Airport areas for Activities in accordance with the Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future Activities and the land and/or Improvements that may be available and/or used for specific Activities and shall be consistent with the safe, orderly, and efficient use of the Airport.
 - (4) It is the policy of the County that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, orderly, or efficient use of the Airport. Nothing contained in these Minimum Standards shall require the County to request approval from the FAA to modify the ALP on behalf of a prospective Operator.
 - (5) The County reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that it deems necessary. The County shall not be obligated to reimburse or compensate any Operator, sublessee, or other Entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair.
 - (6) The County reserves the right to prohibit any Entity from using the Airport or engaging in Activities at the Airport (and/or revoke or suspend any privileges granted to any Entity) upon determination by the County that such Operator has not complied with these Minimum Standards, applicable Regulatory Measures, directives issued by the County, or has otherwise jeopardized the safety of Entities utilizing the Airport or the land and/or Improvements located at the Airport.
 - (7) The County reserves the right to lease the Airport or portions thereof during war or national emergency to the United States government for military use.
 - (8) The County reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the County to preserve and protect the safety and integrity of the County's mission, vision, and facilities as well as those who use the Airport.
 - (9) The County reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the County to preserve the assets of the County, protect the safety of the people who work at and use the Airport, and maintain the integrity of the County's mission (purpose), vision, and values.

Section 1-12. Grounds for Denial

- (a) The Department or County may reject any proposal or Application for any one (1) or more reasons including, but not limited to, the following:
 - (1) The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Department or County.
 - (2) The Entity's proposed Activities and/or Improvements will create a safety hazard at or on the Airport.
 - (3) The Department or County would be required to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Department or County is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the County.



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- (4) No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Activity of the Entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable time frame.
- (5) The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the Entity.
- (6) The development or use of the land requested by the Entity will result in a congestion of Aircraft and/or the Improvements will, in the sole discretion of the Department or County, unduly interfere with Activities of any existing Operator on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator.
- (7) The Entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.
- (8) The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- (9) The Entity or an officer, director, agent, representative, shareholder, or employee of the Entity has a record of violating or is in violation of County Regulatory Measures (or any other airport sponsor), the FAA, or any other Regulatory Measure applicable to the Airport and/or the Entity's proposed Activity.
- (10) The Entity or an officer, director, agent, representative, or shareholder of the Entity has defaulted in the performance of any Lease, sublease, Agreement, or Permit at the Airport or at any other airport.
- (11) The Entity does not exhibit adequate financial responsibility or capability to undertake the proposed Activity.
- (12) The Entity cannot provide a performance bond or applicable insurance in the type and amounts required by the County for the proposed Activity.
- (13) The Entity or an officer, director, or shareholder of Applicant has been convicted of a felony.
- (14) The Entity's proposed Activity has been or could be detrimental to the Airport.
- (15) The Entity seeks terms and conditions which are inconsistent with County's policies or any RFP (or any other invitation for proposals) issued by the County.
- (16) The Entity's interests and/or the proposed Activity or use is inconsistent with the Airport's mission (purpose), vision, values, goals, or objectives; the best interest of the County; or, any Airport Assurances.



ARTICLE 2. GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of this Article 2 as well as the minimum standards applicable to the specific Activities set forth in subsequent articles.

Section 2-1. Definitions

- (a) AC, Advisory Circular.
- (b) Aeronautical Activity (or "Aeronautical Activities" or "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. Aeronautical Activities include, but are not limited to: sale of aviation Fuel and lubricants; passenger, crew, and Aircraft ground services, support, and amenities; tiedown, hangar, Aircraft parking, office, and shop rental/subleasing; Aircraft Maintenance; avionics or instrument maintenance; Aircraft rental; flight training; Aircraft charter; Aircraft management; Aircraft sales; sightseeing; aerial photography; aerial spraying and agricultural aviation services; aerial advertising; aerial surveying; and any other Activities which, in the judgment of the County, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For all purposes of these Minimum Standards, all products and services described herein are deemed to be "Aeronautical Activities".
- (c) Agency, Any federal, state, or local governmental Entity, body, unit, agency, organization, or authority.
- (d) Agreement, A written contract, executed by both parties, and enforceable by law between the County and an Entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities.
- (e) Aircraft, Any contrivance now known or hereafter invented, which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.
- (f) Aircraft Design Group, A grouping of Aircraft based upon wingspan. The groups are as follows:
 - (1) Group I: Up to but not including 49 feet.
 - (2) Group II: 49 feet up to but not including 79 feet
 - (3) Group III: 79 feet up to but not including 118 feet
 - (4) Group IV: 118 feet up to but not including 171 feet
 - (5) Group V: 171 feet up to but not including 214 feet
 - (6) Group VI: 214 feet up to but not including 262 feet
- (g) Aircraft Maintenance, The repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or powerplant, including the replacement of parts. Major repairs include major alterations to the airframe, powerplant, or propeller, as defined in 14 CFR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of



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Aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 CFR Part 43.

- (h) Airframe and Powerplant Mechanic, A person who holds an Aircraft mechanic certificate with both the airframe and powerplant ratings issued by the FAA under the provisions of 14 CFR Part 65.
- (i) Airport, The Palm Beach International Airport, operated by the Department of Airports of Palm Beach County, and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified.
- (j) Airport Layout Plan (or "ALP"), The currently approved scale drawing depicting the boundaries and physical layout of the Airport and identifying the location, type, dimensions (including height) and configuration of existing and proposed infrastructure and Improvements, including but not limited to, runways, Taxiways, Aprons, buildings, roadways, utilities, and nav aids, as well as all proposed extensions and reductions of existing airport facilities. The ALP reflects an agreement with the FAA regarding the proposed allocation of Airport land and/or Improvements to specific uses and/or development.
- (k) Airport Assurances, Assurances that airport owner/operators must comply with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- (l) Applicant (or "Proposed Operator"), An Entity desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.
- (m) Apron, those paved areas of the Airport within the movement area designated by the Department for the loading or unloading of passengers, servicing, or parking of Aircraft.
- (n) Association, an Entity legally formed and recognized under the laws of the state of Florida having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).
- (o) Avgas, Aviation Gasoline.
- (p) Board, The Board of County Commissioners of Palm Beach County, Florida.
- (q) Certificate of Insurance, A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.
- (r) CFR, Code of Federal Regulations, as may be amended from time to time and includes any successor regulations.



GENERAL REQUIREMENTS

- (s) Commercial Aeronautical Activity, Any Activity conducted at or out of the Airport by any Entity in which:
 - (1) the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport; or
 - (2) engaging in an Activity on the Airport for the purpose of securing revenue, earnings, income, and/or compensation, whether or not such revenue, earnings, income, and/or compensation are ultimately exchanged, obtained, or transferred; or
 - (3) the offering or exchange of any product, service, or facility on the Airport as a part of other revenue, earnings, income, and/or compensation producing Activity on or off the Airport.
- (t) Commercial Operator, An Entity engaging in a Commercial Aeronautical Activity.
- (u) Contiguous Land, Land that is sharing an edge or boundary or is separated by no more than a taxilane or taxiway.
- (v) County, Palm Beach County, a political subdivision of the state of Florida, governed by and through the Board. County includes County and Airport management and staff having Airport responsibilities delegated by and through the Board.
- (w) Department, The Department of Airports of Palm Beach County, Florida.
- (x) Director, The Director of the Department of Airports or such other employee of the Department as the Director or County may from time to time designate in writing to carry out the duties of the Director.
- (y) Emergency Public Service, Services provided to the general public including police, fire, rescue, and emergency medical and/or ambulatory transportation.
- (z) Employee(s), Any individual employed by an Entity or employment agency where by said Entity or employment agency collects and pays all associated taxes on behalf of Employee (i.e., social security and medicare).
- (aa) Entity (or "Entities"), Includes a person; persons; firm; partnership; limited liability partnership or corporation; Agency; unincorporated proprietorship, association, or group; or corporation other than the Airport, and includes any trustee, receiver, assignee, or other similar representatives.
- (bb) Equipment, All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.
- (cc) Exclusive Right, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more Entities, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.
- (dd) FAA, Federal Aviation Administration.
- (ee) FCC, Federal Communications Commission.



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- (ff) Fixed Base Operator (or "FBO"), a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport:
 - (1) Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants)
 - (2) Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
 - (3) Aircraft Maintenance
 - (4) Tiedown, Hangar, Aircraft Parking, Office, and Shop
- (gg) Flight Training, Any use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.
- (hh) Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft or Vehicles.
- (ii) Fuel Handling, The transporting, delivering, fueling, or draining of Fuel or Fuel waste products.
- (jj) General Aviation, All aviation with exception of air carriers (including cargo) and government. General aviation Aircraft are utilized for commercial and non-commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.
- (kk) Hazardous Materials, A substance or combination of substances which because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (1) cause, or significantly contribute to, an increase in mortality or an increase in serious, irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of or otherwise managed.
- (ll) Improvements, All buildings, structures, and facilities including pavement, concrete, fencing, signs, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.
- (mm) Infrastructure, Runways, taxiways, taxilanes, Aprons, nav aids, roadways, and utilities.
- (nn) Jet Fuel, Fuel commonly utilized in turboprop and turbojet Aircraft.
- (oo) Leased Premises, The land and/or Improvements leased by Operator for the conduct of Operator's Activities.
- (pp) Lessee, An Entity that has entered into an Agreement with the County to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities.
- (qq) Master Plan, the current Master Plan report, which is 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 Airport and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.



GENERAL REQUIREMENTS

- (rr) Minimum Standards, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Aeronautical Activities at the Airport.
- (ss) National Fire Protection Association (or "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.
- (tt) Non-Commercial Operator, An Entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. Notwithstanding the foregoing, the Non-Commercial Operator shall neither offer nor engage in Commercial Aeronautical Activities. For purposes of these Minimum Standards, all government agencies shall be considered Non-Commercial Operators.
- (uu) Operator, An Entity that has entered into an Agreement with the County or subleased office, shop, hangar, or land to engage in Aeronautical Activities (commercial or non-commercial).
- (vv) Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.
- (ww) Readily Available, Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.
- (xx) Refueling Vehicle, Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.
- (yy) Regulatory Measures, Federal, state, County, local, and Department, laws, codes, ordinances, resolutions, policies, rules, and regulations, as may be hereafter enacted and as may be amended from time to time.
- (zz) Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.
- (aaa) Rules and Regulations, the Airport Rules and Regulations, adopted by Resolution R-98-220, as may be amended from time to time, or any successor ordinance, rule, or regulation adopted by the Palm Beach County Board of County Commissioners.
- (bbb) Specialized Aviation Service Operator (or "SASO"), A Commercial Operator that provides any one or a combination of the following Activities:
 - (1) Aircraft Maintenance
 - (2) Avionics or instrument maintenance
 - (3) Aircraft rental, flying club, or flight training
 - (4) Aircraft charter or Aircraft management
 - (5) Aircraft sales
 - (6) Specialized commercial aviation service
 - (7) Temporary specialized commercial aviation service
- (ccc) Security Plan, Security Plan shall include procedures on securing facilities and equipment, training, security communication procedures, and customer and customer baggage identification and escort procedures.



- (ddd) SOP, Standard Operating Procedures.
- (eee) SPCC Plan, Spill Prevention Contingency and Control Plan.
- (fff) SWMP, The current Storm Water Management Plan in place at the Airport, as may be amended from time to time.
- (ggg) Tiedown, An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.
- (hhh) Through-the-Fence, The right to have direct access to the Airport from private property located contiguous to the Airport. Through-the-Fence Operators, while being located off the Airport, have access to the Airport's runway and taxiway system.
- (iii) Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.
- (jjj) Turbojet Aircraft, An Aircraft that utilizes a form of heat engine that produces thrust by accelerating a relatively small mass of air through a large change in velocity for propulsion.
- (kkk) Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Section 2-2. Experience/Capability

- (a) Operator shall, in the judgment of the County, demonstrate before and during the term of the Agreement the capability of providing the proposed products, services, and facilities and engaging in these Activities in a good, prompt, and workmanlike manner and to the benefit of the public.
- (b) Operator shall, in the judgment of the County, demonstrate before and during the term of the Agreement the financial responsibility and technical capability to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ proper level of personnel; and engage in the Activity.

Section 2-3. Agreement/Approval

- (a) No Entity shall engage in an Activity unless the Entity has an Agreement with the County authorizing such Activity or the Entity has entered into an approved sublease with an Operator having an Agreement with the County authorizing Activity on the Operator's Leased Premises.

Section 2-4. Leased Premises

- (a) Operator shall lease or sublease sufficient land and/or lease, sublease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.
 - (1) Leased Premises that are used for commercial purposes and require public access shall have direct public streetside access.
- (b) Aprons/Paved Tiedowns
 - (1) Aprons/paved Tiedowns (if required) must be adequate to accommodate the movement, staging, and parking of Operator's, Operator's sublessees', and customers Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxilanes or taxiways.



GENERAL REQUIREMENTS

- (2) Aprons associated with hangars shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxilanes or taxiways, whichever is greater.
- (c) Vehicle Parking
 - (1) Paved Vehicle parking shall be sufficient to accommodate all Operator's and Operator's sublessees' (if subleasing facilities) customers, employees, visitors, vendors, and suppliers Vehicles on a daily basis.
 - (2) Paved Vehicle parking shall be on Operator's Leased Premises and/or in close proximity to Operator's main facility.
 - (3) On-street Vehicle parking is not allowed.

Section 2-5. Products, Services, and Facilities

- (a) Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.
- (b) Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility, provided that, Operator may be allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
- (c) Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar leaseholds in like markets.

Section 2-6. Non-Discrimination

- (a) Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, disability, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

Section 2-7. Licenses, Permits, Certifications, and Ratings

- (a) Operator and Operator's personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the County or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Department within ten (10) business days.
 - (1) Operator shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings.



Section 2-8. Personnel

- (a) Operator shall provide a responsible person to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activity with respect to the method, manner, and conduct of the Operator and Operator's Activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.
- (b) Operator shall have in its employ, on duty, and on the Leased Premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a courteous, prompt, safe, and efficient manner.
- (c) Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's employees to assure a high standard of service.

Section 2-9. Equipment and Vehicles

- (a) All required Equipment and Vehicles of the Operator must be fully operational and functional at all times.

Section 2-10. Security

- (a) Operator shall designate a responsible person for the coordination of all security communications and procedures.
- (b) Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the Department no later than 30 days before Operator commences Activities at the Airport. Operator is solely responsible for implementation of and compliance with Operator's Security Plan.

Section 2-11. Insurance

- (a) Operator shall procure and maintain, during the term of an Agreement, insurance policies required by law and the types and minimum limits set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for each Activity or as specified by County's Risk Management Department. The insurance company or companies underwriting the required policies shall be licensed (with a Best rating of A-7) or authorized to write such insurance in the state of Florida or be approved in writing by the County.
 - (1) When coverages or limits set forth in Attachment A are not commercially available, appropriate replacement coverages or limits must be approved by the County.
- (b) When Operator engages in more than one (1) Activity, the minimum limits shall vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum.



Section 2-12. Indemnification and Hold Harmless

- (a) Operator shall protect, defend, reimburse, indemnify, and hold County, its agents, employees and elected officers as provided in an Agreement and approved by the County Attorney's office.

Section 2-13. Taxes

- (a) 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 associated with Operator's Leased Premises (land and/or Improvements), Operator's Improvements on Leased Premises, and/or Operator's Activities.

Section 2-14. Multiple Activities

- (a) When more than one (1) Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative.



ARTICLE 3. FIXED BASE OPERATOR

Section 3-1. Introduction

- (a) A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport: aviation Fuels and lubricants (Jet Fuel, Avgas, and Aircraft lubricants); passenger, crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; and Tiedown, hangar, Aircraft parking, office, and shop.
- (b) In addition to the General Requirements set forth in Article 2, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Article 3.

Section 3-2. Scope of Activity

- (a) Unless otherwise stated in these Minimum Standards, FBO's Employees using FBO's Vehicles and Equipment must provide all required products and services.
- (b) FBO's products and services shall include the following:
 - (1) Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - a. FBO shall deliver and dispense Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
 - b. FBO shall provide a response time of no more than 15 minutes during required hours of activity (excepting situations beyond the control of the FBO).
 - (2) Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
 - a. FBO shall meet, direct, and park all Aircraft arriving on Operator's Leased Premises.
 - b. FBO shall provide arrival and departure services for Aircraft using Operator's Leased Premises including crew and passenger baggage handling.
 - c. FBO shall provide parking and Tiedown of Aircraft upon the Operator's Leased Premises.
 - d. FBO shall provide hangar storage of Aircraft, to include in-out service.
 - e. FBO shall provide oxygen, nitrogen, and compressed air services.
 - f. FBO shall provide lavatory services and Aircraft cleaning services.
 - g. FBO shall make available aircraft ground power units.
 - h. FBO shall provide courtesy transportation, utilizing Operator's Vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.
 - i. FBO shall make available crew and passenger ground transportation arrangements (Limousine, shuttle, and rental car).
 - j. FBO shall make available Aircraft catering arrangements.
 - (3) Aircraft Maintenance
 - a. FBO shall provide Aircraft Maintenance on the airframe, powerplants, and associated systems of General Aviation Aircraft up to Group II Turboprop and Turbojet Aircraft normally frequenting the Airport. In addition, FBO shall be able to provide Aircraft line maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum takeoff weight. FBO shall be properly certified as an FAA Repair Station, with at least one Aircraft within the above-referenced categories on the FBO's FAA Repair Station Certificate.
 - b. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through authorized sublessee(s) who meet the minimum standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.
 - c. Existing FBOs (or authorized sublessee(s)) shall have 12 months from June 21, 2005 to become properly certificated as an FAA Repair Station.



Section 3-3. Leased Premises

- (a) FBO shall have adequate land (see Section 2-4(a)), Apron (see Section 2-4(b)), paved Tiedown, facilities (hangars, terminal, maintenance, and Fuel storage), and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of FBO and all approved sublessees, but not less than the following:
 - (1) Contiguous Land – twenty (20) acres (871,200 square feet), upon which all required Improvements including Apron, paved Tiedown, facilities, and Vehicle parking shall be located.
 - (2) Apron – ten (10) acres (435,600 square feet), with sufficient weight bearing capacity.
 - (3) Paved Tiedown – adequate to accommodate the number, type, and size of based and transient Aircraft requiring Tiedown space at the Operator's Leased Premises, but not less than ten (10) paved Tiedown spaces.
 - (4) Facilities – 84,500 square feet (total) consisting of the following:
 - a. Terminal space – 7,500 square feet
Customer area shall be at least 4,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms.
Administrative area shall be at least 2,000 dedicated square feet to include adequate space for employee offices, work areas, and storage.
 - b. Maintenance area – 2,000 square feet
Maintenance area shall include adequate space for employee offices, work areas, and storage for Aircraft parts and Equipment.
 - c. Hangar space – 75,000 square feet
At least one (1) hangar shall be capable of accommodating an Aircraft having a length of 100 feet, a wingspan of 95 feet, and a tail height of 26 feet. At least 10,000 square feet shall be dedicated to the provision of Aircraft Maintenance and 30,000 square feet shall be dedicated to Aircraft storage. No single hangar shall be less than 10,000 square feet.
 - (5) Vehicle Parking – 10,000 square feet

Section 3-4. Fuel Storage

- (a) FBO shall construct or install and maintain an on-Airport aboveground Fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan and approved by the Department.
 - (1) At the Department's discretion, fuel storage facility may be located on the Leased Premises.
- (b) Fuel storage facility shall have total capacity for three (3) days' peak supply of aviation Fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:
 - (1) 40,000 gallons for Jet Fuel storage
 - (2) 10,000 gallons for Avgas storage
- (c) FBO shall, at its sole expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.
- (d) FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities that are necessary to meet the requirements set forth herein.



Section 3-5. Fueling Equipment

- (a) FBO shall have two (2) Jet Fuel Refueling Vehicles with one (1) having a capacity of at least 5,000 gallons and one (1) having a capacity of at least 2,000 gallons.
 - (1) One (1) Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability.
- (b) FBO shall have two (2) Avgas Refueling Vehicles having a capacity of at least 750 gallons.
 - (1) A fixed Avgas refueling (self-fueling) system can be substituted for an Avgas Refueling Vehicle.
 - a. A fixed Avgas refueling (self-fueling) system constructed or installed and maintained by an FBO for public commercial use shall be limited to a maximum capacity of 2,000 gallons in a location specified by the Department.
 - (2) An FBO may have only one (1) Avgas Refueling Vehicle if FBO has a written agreement with a separate FBO at the Airport to support Avgas fueling requirements at times the FBO's Refueling Vehicle is unavailable or unable to meet the required response time.
 - a. Agreement must be on file with the Department.
- (c) Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. All Refueling Vehicles shall be bottom loaded.

Section 3-6. Equipment

- (a) FBO shall have the following equipment:
 - (1) Adequate Equipment for providing sufficient ground power units for Aircraft normally frequenting the Airport
 - (2) One (1) courtesy Vehicle (capable of accommodating seven (7) passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotels and restaurants in close proximity
 - (3) Two (2) Aircraft tugs (and tow bars) with at least one (1) having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport
 - (4) Spill kits
 - (5) Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at Fuel storage facilities, and on all grounding handling and Refueling Vehicles
 - (6) All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications

Section 3-7. Personnel

- (a) Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed except management and administrative personnel. Personnel uniforms shall identify the name of the FBO and the employee and shall be clean and properly maintained at all times.
- (b) FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, Fuel quality assurance procedures and record keeping, and emergency response procedures for Fuel fires and spills. FBO's SOP shall also address: bonding and fire protection; public protection; control of access to Fuel



storage facilities; and marking and labeling of Fuel storage tanks and Refueling Vehicles. FBO's SOP shall be submitted to the Airport no later than 30 days before the FBO commences Activities at the Airport.

- (c) FBO shall have two (2) properly trained and qualified employees, on each shift, providing Aircraft fueling, parking, and ground services support.
 - (1) One (1) supervisory employee shall have been trained in an FAA approved fire safety program (14 CFR Part 139.321)
- (d) FBO shall have one (1) properly trained and qualified employee, on each shift, to provide customer service and support.
- (e) If FBO is providing Aircraft Maintenance directly versus utilizing an authorized sublessee, FBO shall have two (2) FAA licensed Airframe and Powerplant Mechanics employed by FBO and properly trained and qualified to perform Aircraft Maintenance on Aircraft normally frequenting the Airport shall be on-duty and on-premises for at least eight (8) hours during FBO's hours of activity, five (5) days a week.

Section 3-8. Hours of Activity

- (a) Aircraft fueling and passenger, crew, and aircraft ground handling services, support and amenities shall be continuously offered and available to meet reasonable demands of the public for this Activity seven (7) days a week (including holidays) 24 hours a day.
- (b) Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five (5) days a week, eight (8) hours a day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 60 minutes.

Section 3-9. Aircraft Removal

- (a) Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and have the Equipment Readily Available that is necessary to remove the General Aviation Aircraft normally frequenting the Airport.

Section 3-10. Insurance

- (a) Except as otherwise provided for herein, FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



AIRCRAFT MAINTENANCE OPERATOR (SASO)

ARTICLE 4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

Section 4-1. Introduction

- (a) An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned or operated by the Operator, which includes the sale of Aircraft parts and accessories.
- (b) In addition to the General Requirements set forth in Article 2, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Article 4.
- (c) An FBO shall comply with the minimum standards set forth in Article 3 associated with Aircraft Maintenance.

Section 4-2. Leased Premises

- (a) Operator engaging in this Activity shall have adequate land (see Section 2-4(a)), Apron (see Section 2-4(b)), facilities, and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of the Operator and all approved sublessees, but not less than the following square footages, which are not cumulative:

	Group I and II Piston and Turboprop and Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	32,670 SF	43,560 SF	54,450 SF
Customer Area (Lessee)	500 SF	500 SF	500 SF
Customer Area (sublessee)	Accessible	Accessible	Accessible
Administrative Area	500 SF	500 SF	500 SF
Maintenance Area	1,500 SF	2,000 SF	2,500 SF
Hangar	10,000 SF	15,000 SF	20,000 SF

- (1) All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.
- (2) Facilities shall include customer, administrative, maintenance, and hangar areas.
 - a. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
 - b. Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.
 - c. Maintenance area shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

Section 4-3. Licenses, Certifications, and Permits

- (a) An Operator conducting Aircraft Maintenance shall be properly certificated as an FAA Repair Station.
 - (1) If Operator is providing Aircraft Maintenance on turboprop or turbojet Aircraft, Operator shall have at least one Turboprop or Turbojet Aircraft on Operator's FAA Repair Station certificate.
- (b) All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.



AIRCRAFT MAINTENANCE OPERATOR (SASO)

Section 4-4. Personnel

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a prompt and efficient manner and meet the reasonable demands of the public for this Activity.
 - (1) Operator shall employ two (2) FAA licensed Airframe and Powerplant Mechanics and one (1) customer service representative.
 - (2) A mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off Airport.
 - (3) Operators providing 100 hour, annual, or phase inspections on Aircraft not listed on Operator's FAA Repair Station shall employ an FAA licensed Airframe and Powerplant Mechanics certified as an IA (Inspection Authority).

Section 4-5. Equipment

- (a) Operator shall provide sufficient Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.
- (b) Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

Section 4-6. Hours of Activity

- (a) Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five (5) days a week, eight (8) hours a day and available after hours, on-call, with response time not to exceed 60 minutes.

Section 4-7. Insurance

- (a) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



ARTICLE 5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

Section 5-1. Introduction

- (a) An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one (1) or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).
- (b) In addition to the General Requirements set forth in Article 2, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Article 5.

Section 5-2. Leased Premises

- (a) Operator engaging in this Activity whom shall have adequate land (See Section 2-4(a)), Apron (see Section 2-4(b)), facilities, and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of the Operator and all approved sublessees, but not less than the following square footages, which are not cumulative:
 - (1) For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

	Group I and II Piston and Turboprop and Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	21,780 SF	21,780 SF	21,780 SF
Customer Area (Lessee)	500 SF	500 SF	500 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible
Administrative Area	500 SF	500 SF	500 SF
Maintenance Area	1,250 SF	1,500 SF	1,750 SF

- (2) For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

	Group I and II Piston and Turboprop and Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	32,670 SF	43,560 SF	54,450 SF
Customer Area (Lessee)	500 SF	500 SF	500 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible
Administrative Area	500 SF	500 SF	500 SF
Maintenance Area	1,250 SF	1,500 SF	1,750 SF
Hangar	10,000 SF	15,000 SF	20,000 SF

- (b) All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.
- (c) Facilities shall include customer, administrative, maintenance, and hangar (if required) areas.
 - (1) Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
 - (2) Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.
 - (3) Maintenance area shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.



Section 5-3. Licenses, Certifications, and Permits

- (a) Operator shall be properly certificated as an FAA Repair Station and by the FCC.
- (b) Personnel shall be properly certificated by the FAA and FCC, current, and hold the appropriate ratings for the work being performed.

Section 5-4. Personnel

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - (1) Operator shall employ one (1) technician per shift as an Employee
 - (2) Operator shall employ one (1) customer service representative per shift as an Employee.
 - (3) A technician may fulfill the responsibilities of the customer service representative.

Section 5-5. Equipment

- (a) Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

Section 5-6. Hours of Activity

- (a) Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day.

Section 5-7. Insurance

- (a) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



ARTICLE 6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

Section 6-1. Introduction

- (a) An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- (b) A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involved.
 - (1) A person holding a current FAA flight instructor's certificate, who gives occasional flight instruction (does not advertise or proactively make available flight instruction) to an Aircraft Owner in the Aircraft Owner's Aircraft, shall not be deemed a Commercial Operator.
- (c) In addition to the General Requirements set forth in Article 2, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Article 6.

Section 6-2. Leased Premises

- (a) Operator engaging in this Activity shall have adequate land (see Section 2-4(a)), Apron (see Section 2-4(b)), facilities, and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of the Operator and all approved sublessee(s), but not less than the following:
 - (1) Contiguous Land (Lessee only) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
 - (2) Apron/paved Tiedowns (Lessee only) shall be adequate to accommodate five (5) Aircraft having a minimum wingspan of 40 feet.
 - a. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved Tiedowns are not required.
 - (3) Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated (with exclusive control) by Operator.
 - a. Customer area (Lessee) shall be at least 1,000 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.
 - b. Customer area (sublessee) shall be at least 600 square feet to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge, public use telephone, and restrooms.
 - c. Administrative area shall be at least 500 square feet to include adequate space for employee offices, work areas, and storage.
 - d. Hangar area (Lessee), if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - e. Hangar area (sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - f. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

Section 6-3. Licenses, Certifications, and Permits

- (a) Personnel performing Aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings for the Aircraft being utilized and/or flight training being provided.



- (1) Flight Training Operators shall have at least one flight instructor with the appropriate ratings to provide flight instruction for an instrument rating.

Section 6-4. Personnel

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or flight training in a prompt and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.
 - (1) Aircraft Rental Operators shall employ one (1) flight instructor and one (1) customer service representative on each shift.
 - (2) Flight Training Operators shall employ one (1) chief flight instructor (total) and one (1) customer service representative (on each shift). In addition, Flight Training Operators shall have available a properly certificated ground school instructor capable of providing regularly scheduled ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot and commercial ratings.

Section 6-5. Equipment

- (a) Operator shall have available for rental or use in flight training, either owned by or under written lease to Operator and under the exclusive control of Operator, no less than four (4) properly certified and currently airworthy Aircraft, at least one (1) of which shall be equipped for and fully capable of flight under instrument conditions and one (1) of which shall be a four-place aircraft.
- (b) Flight Training Operators shall provide, at a minimum, adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods shall meet FAA requirements for the training offered.

Section 6-6. Hours of Activity

- (a) An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity six (6) days a week, eight (8) hours a day.

Section 6-7. Insurance

- (A) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.
- (B) Disclosure Requirement: Any Operator conducting Aircraft rental or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Department.



Section 6-8. *Private Flying Club Operators*

- (a) A Private Flying Club is an Entity that is legally formed as a non-profit Entity with the state of Florida, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
- (b) Private Flying Clubs shall not be required to meet the minimum standards stipulated for aircraft rental or flight training so long as the Private Flying Club's membership is not available to the general public.
- (c) No member (owner) of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members (owners) unless such member (owner) is an authorized Operator with the County.
- (d) Private Flying Club Aircraft shall not be used by other than members (owners).
- (e) No member (owner) shall use Private Flying Club Aircraft in exchange for compensation.
- (f) Each Private Flying Club member (owner) must have an ownership interest in Private Flying Club. Membership (owners) may not exceed 45 individuals.
- (g) Private Flying Club shall file and keep current with the Director a complete membership (owner) list and investment share held by each member (owner).



ARTICLE 7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

Section 7-1. Introduction

- (a) An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operating in private carriage 14 CFR Part 125. For purposes of this Article, an Operator shall be considered to be operating under 14 CFR Part 125 if the Operator would otherwise be required to comply with the requirements of 14 CFR part 125 but for a letter of deviation authority.
- (b) An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the general public.
- (c) In addition to the General Requirements set forth in Article 2, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Article 7.

Section 7-2. Leased Premises

- (a) Operator engaging in this Activity shall have adequate land (see Section 2-4(a)), Apron (see Section 2-4(b)), facilities, and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of the Operator and all approved sublessee(s), but not less than the following:
 - (1) Contiguous Land (Lessee only) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
 - (2) Apron/paved Tiedowns (Lessee only) shall be adequate to accommodate six (6) Aircraft having a minimum wingspan of 40 feet.
 - a. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved Tiedowns will be required.
 - (3) Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated (with exclusive control) by Operator.
 - a. Customer area (Lessee) shall be at least 600 square feet to include adequate space for customer lounge, public use telephone, and restrooms.
 - b. Customer area (sublessee): Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - c. Administrative area shall be at least 650 square feet and shall include adequate space for employee offices, work areas, and storage.
 - d. Hangar area (Lessee), if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - e. Hangar area (sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - f. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

Section 7-3. Licenses, Certifications, and Permits

- (a) Aircraft Charter Operators shall have and provide copies to the Airport of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s).



AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

- (b) Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized for Activity.

Section 7-4. Personnel

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - (1) Operator shall employ one (1) Chief Pilot (Aircraft Charter Operator only) and one (1) customer service representative (on each shift).

Section 7-5. Equipment

- (a) Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, one (1) certified and continuously airworthy multi-engine piston Aircraft or single-engine Turboprop (instrument-qualified) Aircraft.

Section 7-6. Hours of Activity

- (a) Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day. After hours, on-call response time to customer inquiries shall not exceed 60 minutes.

Section 7-7. Insurance

- (a) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



ARTICLE 8. AIRCRAFT SALES OPERATOR (SASO)

Section 8-1. Introduction

- (a) An Aircraft Sales Operator is a Commercial Operator engaged in the sale of three (3) or more new and/or used Aircraft during a 12-month period.
- (b) In addition to the General Requirements set forth in Article 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Article 8.

Section 8-2. Leased Premises

- (a) Operator engaging in this Activity shall have adequate land (see Section 2-4(a)), Apron (see Section 2-4(b)), facilities, and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of the Operator and all approved sublessee(s), but not less than the following:
 - (1) Contiguous Land (Lessee only) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
 - (2) Apron/paved Tiedowns (Lessee only) shall be adequate to accommodate five (5) Aircraft having a minimum wingspan of 40 feet.
 - a. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport (inventory), no paved Tiedowns will be required.
 - (3) Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned by Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.
 - a. Customer area (Lessee) shall be at least 500 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.
 - b. Customer area (sublessee): Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - c. Administrative area shall be at least 250 square feet and shall include adequate space for employee offices, work areas, and storage.
 - d. Hangar area (Lessee), if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - e. Hangar area (sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - f. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.

Section 8-3. Dealership

- (a) An Operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one (1) current model demonstrator of Aircraft in each of its authorized product lines.

Section 8-4. Licenses, Certifications, and Permits

- (a) Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for providing flight demonstration in all Aircraft offered for sale.



Section 8-5. Personnel

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a prompt and efficient manner adequate to meet the reasonable demand of the public seeking such services.
 - (1) Operator shall employ one (1) current commercial pilot.

Section 8-6. Equipment

- (a) Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

Section 8-7. Hours of Activity

- (a) Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day.

Section 8-8. Insurance

- (a) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Minimum Insurance Requirements.



ARTICLE 9. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

Section 9-1. Introduction

- (a) A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.
- (1) **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
 - (2) **Miscellaneous Commercial Services and Support** - are defined as ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Aeronautical Activity.
 - (3) **Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).
- (b) In addition to the General Requirements set forth in Article 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Article 9.

Section 9-2. Leased Premises

- (a) Operator engaging in this Activity shall have adequate land (see Section 2-4(a)), Apron (see Section 2-4(b)), facilities, and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of the Operator and all approved sublessee(s), but not less than the following:
- (1) Contiguous Land (Lessee only) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
 - (2) Apron/paved Tiedowns (Lessee only) shall be adequate to accommodate five (5) Aircraft having a minimum wingspan of 40 feet.
 - a. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved Tiedowns will be required.
 - (3) Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
 - a. Customer area (Lessee) shall be at least 500 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.
 - b. Customer area (sublessee): If appropriate, customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - c. Administrative area (if appropriate) shall be at least 250 square feet or sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include adequate space for employee offices, work areas, and storage.
 - d. Hangar area (Lessee), if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - e. Hangar area (sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - f. Maintenance area, if required, shall be at least 500 square feet and shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.



Section 9-3. Personnel

- (a) Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Section 9-4. Equipment

- (a) Operator shall have (based at the Airport), either owned or under written lease to Operator, sufficient Vehicles, Equipment, and, if appropriate, one (1) continuously airworthy Aircraft.
- (b) Operator shall have sufficient supplies and parts available to support the Activity.

Section 9-5. Hours of Activity

- (a) Operator shall be open and services shall be available during hours normally maintained by Entities operating similar businesses at comparable airports.

Section 9-6. Insurance

- (a) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)

ARTICLE 10. TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)

Section 10-1. Introduction

- (a) The County recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or flight training of their pilots. When assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, the County may allow an Aircraft Operator to solicit and utilize the services of a qualified Entity to provide said services.
- (b) In addition to the General Requirements set forth in Article 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Article 10.

Section 10-2. Scope of Activity

- (a) Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

Section 10-3. Permit

- (a) Aircraft Operator must submit request to the Department on behalf of Operator.
- (b) Operator shall obtain a temporary Permit (issued by the Department) prior to engaging in Activity on the Airport.
 - (1) Renewal shall be subject to the Operator's compliance with all terms of the Temporary Permit.
- (c) Operator shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated on the Temporary Permit.
- (d) Aircraft Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify Airport operations prior to Operator engaging in Activities on the Airport.
 - (1) Aircraft Operator is responsible for assuring compliance of all Airport Regulatory Measures by the Temporary Specialized Aviation Service Operator while on the Airport.

Section 10-4. Insurance

- (a) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.



ARTICLE 11. NON-COMMERCIAL HANGAR OPERATOR

Section 11-1. Introduction

- (a) A Non-Commercial Hangar Operator (Operator) is an Entity that develops/constructs and owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only.
- (b) In addition to the General Requirements set forth in Article 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Article 11.

Section 11-2. Scope of Activity

- (a) Operator shall use the Leased Premises for Aircraft owned or leased and operated by (and under the full and exclusive control of) Operator for Non-Commercial purposes.
 - (1) Operator shall provide the Department with a copy of the Aircraft lease.
 - (2) The Department will determine if an Aircraft lease is commercially reasonable.
- (b) No Commercial Aeronautical Activity of any kind shall be permitted on or from the Leased Premises.
- (c) Operator shall not be permitted to sublease any land or Improvements on the Leased Premises for any purpose.

Section 11-3. Leased Premises

- (a) An Operator engaging in this Activity shall have adequate land, Apron (see Section 2-4(b)), facilities, and Vehicle parking (see Section 2-4(c)) to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

	Group I and II Piston and Turboprop and Group I Turbojet Aircraft Hangar Storage	Group II Turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Contiguous Land	21,780 SF	32,670 SF	43,560 SF
Hangar	7,500 SF	10,000 SF	15,000 SF

- (1) All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.
- (2) The development of Non-Commercial hangar(s) shall be limited to single structures of not less than 2,500 square feet, completely enclosed.

Section 11-4. Ownership Structure

- (a) Hangar development may be accomplished by any Entity, including Associations.
 - (1) Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual Hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders (such area not to be less than 2,500 total square feet).



NON-COMMERCIAL HANGAR OPERATOR

- (2) All members/shareholders of the Association shall be declared to the County at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the Department from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of aircraft owned by the member(s)/shareholder(s) of the Association.
- (3) The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.
- (4) Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the Department in accordance with Section 11-4 (a) (2) hereof shall remain jointly and severally liable to the Airport for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the County.

Section 11-5. Insurance

- (a) Except as otherwise provided for herein, Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Minimum Insurance Requirements.



ARTICLE 12. NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

Section 12-1. Introduction

- (a) All Entities desirous of self-service fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Service Fueling Permit.
 - (1) Those Entities that have a Permit granting them the rights to perform commercial fueling (i.e., FBO) are not required to apply for a Non-Commercial Self-Service Fueling Permit.
- (b) This Article 12 sets forth the standards prerequisite to an Entity desirous of engaging in Non-Commercial self-service fueling activities at the Airport. Any Entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- (c) In addition to the applicable General Requirements set forth in Article 2, each Entity conducting Non-Commercial self-service fueling activities at the Airport shall comply with the following minimum standards.

Section 12-2. Permit/Approval

- (a) No Entity shall engage in self-service fueling activities unless a valid Non-Commercial Self-Service Fueling Permit authorizing such activity has been obtained from the Department. Such Entities shall herein be referred to as "Permittees".
- (b) The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service Fueling minimum standards, which shall be included in the Permit by reference.
- (c) Prior to issuance and subsequently upon request by the Department, Permittee shall provide evidence of ownership (and/or lease) of any Aircraft being operated (under the full control of) and fueled by Permittee.
 - (1) The Department will determine if an Aircraft lease is commercially reasonable.

Section 12-3. Reporting

- (a) Permittee shall report all Fuel delivered to the approved Permittee's fuel storage facility and Permittee's Aircraft during each calendar month and submit a summary report along with appropriate fees and charges due the County on or before the 10th day of the subsequent month.
- (b) Permittee shall during the term of the Permit and for three (3) years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the Department or representatives of the Department. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the County, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

Section 12-4. Fuel Storage

- (a) Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
 - (1) through either an authorized FBO at the Airport or
 - (2) in a centrally located Fuel storage area approved by the Department.



NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

- a. Operators authorized by the Department shall lease land and construct or install a Fuel storage facility in the centrally located Fuel storage area.
 - b. In no event shall the total storage capacity be less than 12,000 gallons for Jet Fuel or 10,000 gallons for Avgas.
- (b) Permittee shall be liable and indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
 - (c) Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of Permittee.

Section 12-5. Fueling Equipment

- (a) Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed with a minimum capacity of 750 gallons. Avgas Refueling Vehicles shall have a maximum capacity of 1,200 gallons and Jet Fuel Refueling Vehicles shall have a maximum capacity of 3,000 gallons. All Refueling Vehicles shall be capable of bottom loading.
- (b) Each Refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards, as may be amended from time to time, including without limitation, those prescribed by:
 - (1) State of Florida Fire Prevention Code and local Fire District;
 - (2) National Fire Protection Association (NFPA) Codes;
 - (3) Florida Department of Environmental Protection;
 - (4) 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
 - (5) Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".
- (c) Prior to transporting Fuel onto the Airport, the Permittee shall provide the Department with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground Fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the Department at least ten (10) business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous Fuel spills. The plan should include Equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.
- (d) In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to Refueling Vehicle storage areas, and (4) marking and labeling of Refueling Vehicles. The SOP shall be submitted to the Department not later than ten (10) business days before the Permittee commences self-fueling at the Airport.



Section 12-6. Licenses, Certifications, and Permits

- (a) Permittee shall have and provide to the Airport evidence of all federal, state, and local licenses, certificates, and permits that are required to conduct self-service fueling.

Section 12-7. Personnel

- (a) Permittee's Employees must conduct the self-service fueling activity and be properly trained in Aircraft refueling.
- (b) There must be a minimum of two (2) individuals present during self-service fueling activities.

Section 12-8. Limitations

- (a) Permittees shall not sell and/or dispense fuels to based or transient Aircraft that are not owned by or under the full control of Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Director.
 - (1) Revocation upon first violation will be for a period of one (1) year.
 - (2) Revocation upon a second violation shall be permanent.

Section 12-9. Emergency Public Service

- (a) Entities providing an Emergency Public Service are not required to meet the minimum standards identified in Section 12-4(a). Further, these Entities are not required to meet the minimum standards identified in Sections 12-5(a) and 12-5(b) unless fuel is being delivered to Aircraft by Refueling Vehicles.
- (b) Storage and delivery of Fuel for Aircraft operated by Emergency Public Service Entities must be approved, in advance, by the Department.
- (c) All other minimum standards identified in this Article 12 must be adhered to by the Entity providing Emergency Public Service.

Section 12-10. Insurance

- (a) Except as otherwise provided for herein, Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A – Minimum Insurance Requirements.



ARTICLE 13. COMMERCIAL ACTIVITY APPLICATION

Section 13-1. Lessee

- (a) Any Entity desiring to lease land and/or Improvements and engage in a Commercial Aeronautical Activity at the Airport shall submit a written application to the Department.
- (b) The prospective Lessee/Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the Department in order to properly evaluate the application and/or facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, reference, etc.
- (c) No application will be deemed complete that does not provide the Department with the information necessary to allow the Department to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures (including all applicable Minimum Standards) and be compatible with the Airport's Master Plan and/or land use plan (if any).

Section 13-2. Sublessee

- (a) Any Entity desiring to sublease land or Improvements and engage in a Commercial Aeronautical Activity at the Airport shall provide evidence to the Lessor that they will meet the applicable articles and sections of these Minimum Standards.
- (b) Sublessee/Operator shall be required to meet and adhere to all applicable provisions of Lessor's Agreement with the County.



**ATTACHMENT A
(MINIMUM INSURANCE REQUIREMENTS)**

ARTICLE 14. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental, Flying Club, or Flight Training Operator	Aircraft Charter or Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator	Temporary Specialized Aviation Service Operator	Non-Commercial Hangar Developer/Operator	Non-Commercial Self-Service Fueling Permittee
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)										
Each Occurrence	\$10,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)										
Non-Movement Areas	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Movement Areas	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated)										
SE Piston Group I	Each Aircraft	\$10,000,000 Each Aircraft \$20,000,000 Each Occurrence	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	
	Each Occurrence		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	
ME Piston Group I	Each Aircraft		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	
Turboprop Group II	Each Aircraft		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	
	Each Occurrence		\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	
Turbojet Group I	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Turbojet Group II	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	
Turbojet Group III	Each Aircraft	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
	Each Occurrence	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000		
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)										
SE Piston/Group I						\$1,000,000/\$100,000 sub limit per person				
ME Piston/Group I						\$1,000,000/\$100,000 sub limit per person				
Turboprop/Group I & II						\$5,000,000/\$250,000 sub limit per person				
Turbojet/Group I						\$5,000,000/\$250,000 sub limit per person				
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			
Turbojet/Group III				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			
Student and Renters				\$100,000						
ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)										
Each Occurrence	\$1,000,000									\$1,000,000



ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

Commercial General Liability to include bodily injury, personal injury, and property damage for all premises, products and completed operations, unlicensed vehicles, and contractual liability. Non-licensed vehicles operated on the movement area will require coverage in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Vehicular Liability or Business Automobile Liability to include bodily injury and property damage for all Vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and property damage (excluding aircraft hull) for students and renters of Aircraft.

Environmental Liability to include bodily injury, property damage, and environmental cleanup costs.

SE = Single engine aircraft.

ME = Multi engine aircraft.