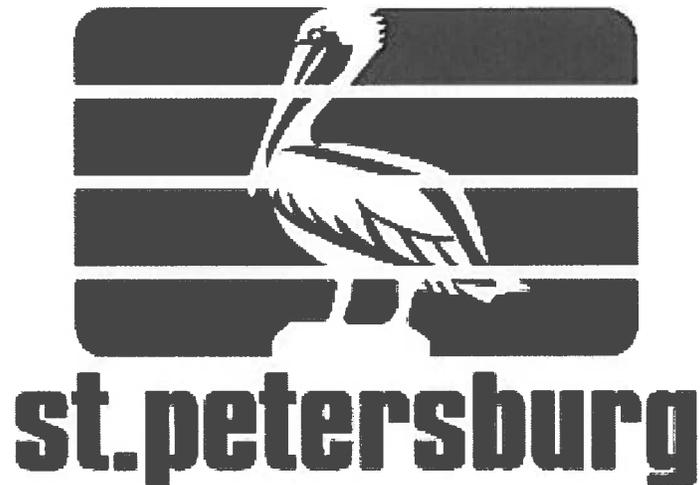


**MINIMUM STANDARDS AND REQUIREMENTS**  
**FOR THE CONDUCT OF**  
**COMMERCIAL AND NON-COMMERCIAL**  
**AERONAUTICAL SERVICES AND ACTIVITIES**  
**AT THE**  
**ALBERT WHITTED AIRPORT**

**City of St. Petersburg**  
**St. Petersburg, Florida**



**June 7, 2001**

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## **SECTION 1**

### **GENERAL**

#### **I. INTRODUCTION**

The City of St. Petersburg ("City"), as owner and operator of the Albert Whitted Airport ("Airport"), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster, encourage and insure the economic growth and orderly development of aviation and related aeronautical activities at the Airport has established certain standards and requirements for commercial and non-commercial aviation operators so as to assure that adequate aeronautical services and facilities are provided to the users of the airport.

The following sections set forth the Minimum Standards and Requirements ("Minimum Standards") for a person or persons, partnership, company, trust, corporation or other business ("Entity"), based on the Airport and/or using the Airport to engage in one or more commercial and/or non-commercial aeronautical services and activities at the Airport ("Operator"). These Minimum Standards are not intended to be all-inclusive, as the Operator of a commercial or non-commercial venture who is based on or uses the Airport will be subject additionally to applicable federal, state and local laws, codes and ordinances and other similar regulatory measures, including the Airport Rules and Regulations pertaining to all such activities.

These Minimum Standards are designed in part to comply with Federal Aviation Administration ("FAA") Advisory Circulars which currently exist for COMMERCIAL AERONAUTICAL ACTIVITIES ON PUBLIC AIRPORTS, and EXCLUSIVE RIGHTS AT AIRPORTS, and as those Advisory Circulars may be amended by the FAA from time to time.

A written agreement, properly executed by the City and the Operator is a prerequisite to engaging in commercial or non-commercial aeronautical services and activities on the Airport and both the written agreement and tenancy are prerequisites to the commencement thereon of any of the commercial aeronautical services and activities herein contained and specified. All agreement provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. These Minimum Standards may be included in whole, in part or by reference as part of all leases, and other agreements between the City and any Entity desiring to be based on and/or use the Airport and engage in any commercial or non-commercial aeronautical services and/or activities. Information relative to rentals, fees and charges applicable to the aeronautical services included herein will be made available upon request by an official representative of the City.

These Minimum Standards do not affect any existing written agreement that does not provide for application of future revisions of the Minimum Standards, properly executed prior to the date of approval of these same Minimum Standards. These Minimum Standards may be supplemented and amended by the City from time to time and in such manner and to such extent as is deemed appropriate by the City, provided that prior to any amendment or supplement to these Minimum Standards all Operators who have agreements with the City to operate on or out of the Airport will be given written notice of the proposed changes. Each Operator, whether in

person or represented by counsel, will be given thirty (30) days from the date of written notice of proposed changes to state its objection, if any, to such proposed changes. Notwithstanding the foregoing, any lease, or other agreement entered into with any Entity to which these Minimum Standards apply shall be terminated in the event of failure to comply with any changes to these Minimum Standards, after notice of such change shall have been given.

## **II STATEMENT OF POLICY**

A fair and reasonable opportunity, without unjust discrimination, shall be accorded to all applicants to qualify and present ideas for doing business using those Airport facilities and furnishings which the City deems are available for selected aeronautical services. Proposals meeting the Minimum Standards as established by the City and set forth herein for Commercial and Non-Commercial Aeronautical Services and Activities at the Airport may be presented to the City Council for approval or the City in its sole discretion may distribute a Request For Proposals (RFP's) for the leasing/use of available Airport facilities.

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum". All Operators will be encouraged to exceed the minimums. No Operator will be allowed to operate or provide services less than the minimums unless unusual circumstances exist which may give cause for consideration of a temporary waiver to be granted to provide less than minimum services, in which case an Operator can request a temporary waiver from minimum services. Such written request should be sufficiently detailed so as to allow the City to make an objective decision as to why a waiver should be granted and the time element required for such waiver. The minimums are established to:

- A.) Provide a means of governing the quality and level of services that are offered to the public in connection with the conduct of particular aeronautical activities on the Airport;
- B.) Provide for the safe conduct of all aeronautical activities at this Airport; and
- C.) Educate and inform prospective operators as to the business environment, planned activity for the future and contractual requirements of the City.

Contingent upon its qualifications, it's meeting the established Minimum Standards with the City and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of engaging in and conducting the activity or activities specified by written agreement with the City. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities and the Airport, other than those premises which may be leased or licensed exclusively to it, and then only to the extent provided in a written lease or license. The City reserves and retains the right for the use of the Airport by others who may desire to use it, pursuant to applicable federal, state and local laws, ordinances, codes, standards and other regulatory measures pertaining to such use. The City further reserves the right to designate specific Airport areas in which the individual or a combination of, aeronautical services may be conducted. Such

designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

### **III. DEFINITIONS**

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

Aeronautical activities within this definition include but are not limited to: charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which bear a direct relationship to the operation of aircraft.

Activities which are not considered Aeronautical Activities include, but are not limited to: ground transportation (taxis, car rentals, limousines), restaurants, barber shops, newsstands, gift shops, and auto parking lots.

**Commercial Aviation Operator** - A Commercial Aviation Operator is defined as a Entity engaging in an activity which involves, compliments, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished.

A Commercial Aviation Operator may be classified as either a Fixed Base Operator (“FBO”) or a Specialized Aviation Operator (“SAO”).

**Fixed Base Operator** - A Fixed Base Operator (FBO) is further defined as an Entity which provides the minimum general aviation services required at the Albert Whitted Airport. A FBO shall provide the following minimum activities or services:

1. Aircraft Line Services:
  - a. Fueling, and oil
  - b. Ramp parking and tie-down
  - c. Crew and passenger lounge facilities
  - d. Public rest rooms and telephone
  - e. Loading, unloading and towing of aircraft
  - f. Aircraft maintenance

In addition, an FBO may provide and is encouraged to provide any or all of the services listed under Specialized Aviation Operator below provided the FBO meets the requirements for each SAO provided by the FBO.

**Minimum Standards** - The qualifications which are established by the Airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

**Non-commercial Aviation Operator** - A non-commercial aviation operator is defined as a Entity, engaged in an activity which involves, compliments, makes possible, or is required for the operation of an aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operation, the purpose of such activity not being to secure earnings, income, compensation; or profit; including but not limited to a private aircraft owner/operator who operates and/or maintains its personally owned aircraft for personal pleasure or private business use.

**Specialized Aviation Operator** - A Specialized Aviation Operator (SAO) with the approval of the City, may provide one or more of the following additional activities or services:

1. Specialized Aircraft Repair Services (radios, painting, upholstery, propellers, instruments, accessories, etc.)
2. Specialized Commercial Flying Services (operating under Part 135 and/or 152). Sightseeing, crop dusting, banner towing, aerial advertising, aerial surveying, pipeline.
3. Aircraft Airframe and Engine Maintenance and Repair
4. Flight Training
5. Aircraft Sales (new and/or used)
6. Aircraft Rental

**NOTE:** A Specialized Aviation Operator may not provide regular commercial services to the public in the areas of aircraft fueling, aircraft lubricating, aircraft ramp parking and tie-down or aircraft storage. Such services require designation as an FBO.

**Non-Aviation Service Operator** - An operator located on the airport that engages in non-aeronautical activities such as a restaurant, gift shop, or other retail establishment. Such an operator may not engage in any of the activities provided by either an FBO or SAO.

#### **IV. PRE-QUALIFICATION REQUIREMENTS FOR FIXED BASE OPERATORS &**

## **SPECIALIZED AVIATION OPERATORS**

Prospective Operators shall submit in writing to the City a letter stating briefly what service or services they wish to provide. After review of this letter, the City may request any such additional information as may reasonably be required to evaluate the proposal. The additional information that may be required of a proposed Operator may include, but is not limited to:

### **A. Intended Scope of Activities**

The afore mentioned letter should contain information that may help describe or set out the scope of its intended operation, and the means and methods to be employed to accomplish scope of operation. Said information should include as a minimum the following information:

1. The name, address and telephone number of the applicant, all other individuals or parties having an interest in the proposed operation, and the percentage or nature of their ownership.
2. The requested or proposed date for commencement of the activity and the terms of conducting the same.
3. The services to be offered.
4. The size and proposed location of land needed. (As applicable)
5. The size of facility needed or to be constructed or leased. (As applicable.)
6. The number of aircraft to be provided (As applicable).
7. The number of persons to be employed.
8. The hours of proposed operation.

### **B. Financial Responsibility and Capability**

A prospective Operator shall provide financial documentation in a form, satisfactory to the City showing evidence of its financial capability and/or responsibility, from an area financial institution or from such other source that may be acceptable to the City and readily verified through normal banking channels. Such documentation must demonstrate financial capability to initiate operations to construct improvements that may be required to support the proposed operation, or operations, and also indicate the Operator's ability to provide working capital to carry on the contemplated operations, once initiated.

**C. Experience**

A prospective Operator shall furnish the City with a statement of past experiences of the principals and/or employees in (a) the specified aviation services selected by it and to be supplied by it on the Airport, or (b) related fields of endeavor, together with a statement that the principals and/or employees have the ability to perform the proposed services.

**V. LEASE AND/OR OPERATION AGREEMENT**

No Entity may engage in any commercial and/or non-commercial aeronautical activity or service at the Airport without a fully executed lease and/or other agreement approved by City Council.

**A. Requirement of a Written Agreement**

Prior to the commencement of operations, prospective Operators are required to enter into a written lease and/or operating agreement with the City, which lease and/or other agreement will recite the terms and conditions under which it will operate its business on the Airport, including, but not limited to, the term of the agreement, fees, and the rights, privileges and obligations of the respective parties. These Minimum Standards and the general clauses of said lease or other agreement set out herein are not intended to be a complete recitation of all of the provisions to be included in said lease or other agreement. Such lease and/or other agreement provisions, however will neither change nor modify the Minimum Standards, nor be inconsistent therewith.

**B. Site Development Standards**

1. Physical Facilities:

a. All areas of the Airport, whether designated by the City for use by the Operator or leased from the City shall provide for automobile parking in a manner approved by the City.

b. The Operator shall maintain its exclusively leased area in a neat and orderly manner at all times, which shall provide for the safe operating conditions in the area exclusively leased by the Operator subject to the approval of the City.

c. Construction of any new facilities financed by the Operator will be subject to the standards of development as they may be contained in the Airport Master Plan or as otherwise prescribed for the Airport by the City. The City, with the concurrence of the State, must approve the plans and specifications prior to

construction, and the filing by Operator of a notice of proposed construction required by FAR Part 77 to the FAA.

d. Standard construction specifications shall include, but not be limited to the following:

- (1) Federal Aviation Administration "Standards for Specifying Construction of Airports"
- (2) All other applicable Federal, State, County, and City building codes or other rules and/or regulations controlling construction on public airports.

2. Personnel

- a. The Operator shall have in its employ, and on duty during operating hours, trained personnel in such numbers as may be required to meet the Minimum Standards set forth herein, in an efficient manner for each aeronautical service being performed. Where activity levels so warrant, the Operator shall also provide a responsible person in the office to supervise its operations on the Airport with authorization to represent and act for and on behalf of the Operator during all business hours.
- b. All of Operator's personnel required to hold Federal Aviation Administration certificates and ratings to offer Operator's aeronautical services shall assure that such certificates and ratings are current.

3. Maintenance: Maintenance of all aircraft movement areas and related pavement areas shall be the responsibility of the City. The City shall maintain the exterior structure and support structure of any buildings it may erect and own. All other maintenance of any such City-owned buildings leased or rented to the Operator, along with the maintenance of hangar doors and floors, the utility costs and cost for trash removal shall be borne by the Operator unless otherwise stated in the lease or other agreement. Utility line maintenance outside the Operator's delineated property boundary shall either be the City's responsibility or the responsibility of the appropriate public utility company. Grass mowing and landscape maintenance shall be the City's responsibility.

**C. Disposal of airport generated waste**

Each Operator shall comply with all state and local statutes, rules and regulations for the adequate and sanitary handling and legal disposal, away from the Airport,

of its hazardous waste and other materials and other containers, including but not limited to used oil, solvents, fueling of all aircraft and other chemical waste and other containers. The piling or storage of crates, boxes, barrels and other containers will not be permitted within any leased or licensed premises, including building interiors.

## **VI. MISCELLANEOUS RESTRICTIONS**

- A. No Entity with an aircraft based at the Airport shall employ the services of a certified Airframe and Powerplant mechanic or mechanic with inspection authorization unless such mechanic or inspector is an employee of said Entity or firm, or is in the employee of a Fixed Base Operator or Specialized Aviation Operator authorized to provide such service with a current lease or other agreement with the City or is otherwise authorized by the City.
- B. No right or privilege will be granted to any Operator which would prevent any Entity operating aircraft at the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance and repair) that it may choose to perform.
- C. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right other than rights of possession to premises duly leased from the City by the Operator.
- D. The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance. The Airport shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further Airport development.
- E. The City reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provision of this instrument insofar as they are inconsistent with the provisions of a lease to the Government, shall be suspended
- F. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Operator from erecting, or permitting to be erected, any structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard.
- G. The City reserves the right to enter upon the premises during normal business hours for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of any Agreement

entered into between the City and Operator.

- H. Airport access and security shall be maintained at all times in accordance with standards as may be established and required by the City.
- I. No one shall use the Airport for overnight lodging.

## SECTION 2

### FIXED BASE OPERATOR

#### **I. GENERAL**

It is the intention of the City to enter into leases requiring a Fixed Base Operator (“FBO”) to provide services as set forth herein. Leases shall be structured so that the total cost of amortization of the City’s investment and City maintenance costs of facilities to be leased are to be borne by the FBO. Hangars and other buildings may be constructed by FBO's only with the express written approval of the City.

Certain minimum charges shall be made which will be collected and paid to the City for the purpose of maintaining and operating the Airport and providing for the public facilities thereon. Funds collected will be utilized by the City to directly defray the costs incurred in accomplishing the daily maintenance requirements of the airfield, including but not limited to grass cutting, lighting, maintenance, and drainage. Other general conditions are:

- A. The FBO shall pay all taxes and assessments which may legally be assessed against it by the state or county by virtue of any lease with the City for airport property and/or facilities.
- B. All utilities not paid to the Airport are to be paid directly by the FBO to the utility provider.
- C. All building maintenance on City-owned or financed facilities is to be borne by the FBO except structural and exterior repairs, and hangar doors (excluding personnel doors and windows which shall be the FBO's responsibility). Building maintenance on individually-owned facilities shall be borne by the FBO.
- D. Any improvement made to the leased premises with prior written approval from the City becomes the property of the City upon completion but must be maintained by the FBO.
- E. Maintenance of the entire leased area shall be the responsibility of the FBO except that maintenance of pavement constructed and/or owned by the City will be maintained by the City.
- F. All sublease agreements or arrangement for use of an FBO's leased premises by other Operators must receive prior written approval from the City, which approval may not be unreasonably withheld. Any Operator desiring to conduct business pursuant to an approved sublease or usage of an FBO's leased premises must also enter into an operating agreement with the City.
- G. The FBO shall be required to carry public liability insurance for any sublessee or provide a certificate of insurance which shows the FBO and the City as named

insured, in amounts commensurate with the sublessee's individual activities and services, as determined by the City.

- H. No fuels, oils, greases, detergents or other insoluble substances shall be placed in the sewage or drainage systems or on the ground. The FBO, at its sole cost and expense, shall comply with all requests made by the Environmental Protection Agency or other competent governmental authority including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents and other insoluble substances used in the maintenance and washing of equipment and/or aircraft. The installation of any required equipment or structure shall conform to recommended specifications of the U. S. Environmental Protection Agency or Florida Department of Environmental Regulation as applicable.
- I. FBO's, in their operation and use of the Airport, will not, on the grounds of race, color, sex, handicap or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by the Federal Aviation Regulations.
- J. Nothing contained herein shall be construed as conveying or implying an exclusive right of operation to any FBO who enters into an agreement or lease with the City.

## **II. FBO MINIMUM SERVICE LEVEL**

Any full service Fixed Base Operator ("FBO") at the Airport shall have its premises open and services available a minimum of 8 hours daily, 7 days a week, unless otherwise waived by the City in writing and shall otherwise be able to show that it can provide or make available on-call service during hours other than the aforementioned, and shall provide the following minimum activities or services as later defined in Section 2, Part III below:

- A. Aircraft fueling and oil services
- B. Aircraft cleaning services
- C. Aircraft ramp parking and tie-down
- D. Aircraft crew and passenger lounge facilities
- E. Customer rest rooms and telephone
- F. Loading, unloading and towing/ground handling of aircraft
- G. Aircraft maintenance

### **III. FBO MINIMUM SERVICE STANDARDS**

Any Fixed Base Operator (FBO) providing services at the Airport shall meet the following Minimum Standards:

- A. Aircraft Fueling and Oil Sales and Service
1. The FBO shall demonstrate, to the satisfaction of the City, that satisfactory arrangements or contractual agreements have been made, with a reputable aviation fuel and lubricant distributor who will provide the FBO with an enforceable agreement, to purchase fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation fuels and oils delivered to the FBO by a vendor will be considered by the City to be fuels and oils dispensed by the FBO for purposes of the minimum rental rates established in the Minimum Standards or the lease or other agreement.
  2. The FBO shall provide properly trained line personnel in accordance with federal regulations pertaining to aircraft fuel storage, handling, and dispensing on airports. Said personnel shall be on duty during all business hours unless arrangements are made for other approved Operators to provide such service, as approved by the City.
  3. The FBO shall provide fueling and lubricating sale, and into-plane delivery of aviation fuels lubricants and other related petroleum products (during daylight hours, seven (7) days a week). The FBO shall maintain an adequate inventory of at least one (1) brand and one (1) generally - accepted grade of aviation fuel along with engine oil and lubricants. The fuel dispensing equipment must be equipped with reliable metering devices subject to an independent inspection of the Motor Fuels Section of the Florida Department of Transportation and must be capable of servicing, in an efficient and safe manner, all types of aircraft. The fuel system shall be properly filter-equipped and shall dispense gasoline from storage tanks having a minimum capacity of 500 gallons.
  4. In conducting refueling operations, the FBO shall install and use adequate electrical grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazards involved with fueling, de-fueling and servicing aircraft. All FBO fueling services and systems shall be subject to inspection for fire and other hazards by the City, the FAA and the appropriate State and local fire agencies. The FBO shall meet all applicable fire codes; federal, state and local laws, statutes, ordinances, rules and regulations pertaining to fire safety.

5. Only non-contaminated fuel shall be pumped into the aircraft serviced. Fuel delivered shall be bright, clean, pure and free of microscopic organisms, water or other contaminants. Quality control of the fuel is the responsibility of the FBO. The FBO shall maintain current fuel reports on file and available for auditing at any time by the City, the Florida DOT, or the Federal Aviation Administration or other applicable agencies. The FBO shall forward a copy of its monthly fuel report to the City with its monthly rental payments. Fueling service by the FBO shall be in full compliance with good safety practices as may be published by the Federal Aviation Administration and/or National Fire Protection Association with regard to fire protection and electrical grounding of aircraft during fueling operations.

B. Aircraft Cleaning & General Services:

1. An FBO shall provide aircraft cleaning servicing for the interior and exterior of aircraft.
2. An FBO shall provide proper equipment for the inflating of aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries.

C. Ramp Parking and Tie-Down:

1. FBO Ramp Assistance – including the parking, tie-down and storage of only functional aircraft within that area designated by the City on the Airport for the FBO's use for ramp parking and tie-down.
2. Adequate tie-down facilities and equipment, including ropes or other types of restraining devices and wheel chocks for a minimum of 5 common aircraft types, will be provided.

D. Crew and Passenger Lounge Facilities

Conveniently located lounge, or waiting rooms, or reasonable access to same shall be provided for passengers and crews.

E. Customer Rest Rooms and Telephone

Rest rooms and at least one publically accessible telephone are to be conveniently located, or reasonably accessible in accordance with applicable municipal codes (i.e. handicapped equipped, heated and ventilated, accessible to the passengers and crews) and shall be maintained in a clean and sanitary manner.

F. Loading, Unloading and Towing/Ground-handling

The FBO shall provide adequate loading and towing equipment to safely and efficiently move aircraft.

G. Aircraft Maintenance

An FBO shall be able to provide or make available aircraft maintenance service with qualified aircraft mechanics that are properly certified by the Federal Aviation Administration as an A&P Mechanic to customers during normal business hours.

**IV. MINIMUM LAND AND IMPROVEMENTS REQUIRED**

- A. Lease land area of sufficient size to adequately provide for all of the minimum facilities herein described.
- B. On-site auto parking space, to accommodate a minimum of 10 automobiles, or the number required by the applicable City code, whichever is greater.
- C. All paving and construction of any building shall be of permanent-type construction materials and shall be in compliance with the design, materials and landscaping established in the current Airport Master Plan and meet all current building, zoning and other ordinances or requirements as required by the City, county, state or federal authorities. Temporary use of mobile-type structures during construction of permanent facilities is authorized but requires approval of the City.

**V. INSURANCE**

- A. Insurance Coverage shall be obtained and paid for by the FBO as required in the coverages and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insureds. A Certificate of Insurance or a copy of the insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The insurance coverages and limits are set at the sole discretion of the City and are subject to change or revisions as the need arise. The types of insurance shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
  - 1. Aircraft Liability:
    - a. Bodily Injury (Each Accident)
    - b. Passenger Liability
    - c. Property Damage

2. Comprehensive Public Liability and Comprehensive Property Damage  
(Endorsed for aviation operations.)
  - a. Bodily Injury (Each Accident)
  - b. Property Damage
  - c. Products Liability
3. Hangar Keeper's Liability
4. Student and Renters Liability
5. Automobile and/or Motor Vehicular Liability
6. Worker's Compensation and Employer's Liability

## SECTION 3

### **SPECIALIZED AVIATION OPERATOR**

A Specialized Aviation Operator is an Operator engaged in one or more of the following services and activities, and shall comply with the Minimum Standards described in this Section. If an Operator offers more than one specialized service, the most stringent of the applicable Minimum Standards will apply. The City reserves the right to consider any and all other type services and activities not otherwise described herein as a Specialized Aviation Operator. In so doing, the City shall establish standards for such service or activity as it deems appropriate for said service or activity.

An Operator may perform any of the following described specialized aviation services as a subtenant to either an FBO or SAO with an executed and approved sublease agreement between the Operator and an FBO or SAO, provided the FBO or SAO has a valid lease with the City and the Operator has entered into a separate operating agreement with the City.

#### **I. SPECIALIZED AIRCRAFT REPAIR SERVICES (Radios, Painting, Upholstery, Propellers, Instruments, Accessories, Maintenance, etc)**

##### **A. Statement of Concept**

A Specialized Aircraft Repair Services Operator is an Operator engaged in a business capable of providing a service, or combination of services which otherwise may require Federal Aviation Administration certification for the repair of aircraft radios, propellers, instruments and/or accessories for general aviation aircraft. This category shall include but not be limited to those operations engaged in the sale of new and/or used aircraft radios, propellers, instruments and/or accessories. Nothing contained herein shall convey or imply an exclusive right of operation by any such Operator.

##### **B. Minimum Standards**

1. Except as otherwise noted previously herein, the Operator shall lease from the City buildings and/or land sufficient to accommodate the proposed operation. At a minimum, facilities will include office space, shop and equipment storage, rest room, customer lounge, and telephone availability. The operator shall provide on site auto parking and paved aircraft apron, all within the leased area and sufficient to accommodate the activities and operation. Paved parking will be required if it does not conflict with planned capital improvement projects.
2. The Operator shall possess and maintain, as a minimum, all licenses and/or certificates as may be required by the FAA, which are applicable to the operation or services contemplated. The Operator may furnish one of, or any combination of services mentioned above for which it holds

applicable licenses and/or certificates.

3. Insurance Coverage shall be obtained and paid for by the Operator as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurance shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Hangar Keeper's Liability
  - c. Product's Liability
  - d. Automobile and/or Motor Vehicular Liability
4. The Operator shall have its services available a minimum of forty (40) hours per week. (Which days of the week and how many hours per day to be determined by Operator but should be sufficient to meet the demands of the public.)
5. The Operator shall have in its employ, (and on duty during operating hours), trained personnel in such numbers as may be required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) person currently certified as a FAA rated repairman as appropriate to the service to be offered.
6. Itinerant Specialized Aircraft Repair Service Operators desiring to utilize the Airport for a period less than forty-five (45) days may be authorized to use and operate out of the Airport provided that they execute and operating agreement with the City and operate in accordance with the City's directives. The City is under no obligation to accommodate any or all Operators desiring to provide Itinerant Specialized Aircraft Services. However, should such operations be authorized, the minimum requirements of an operating agreement will include but not be limited to proof of insurance as specified by the City and payment of a fee as specified by the City for the right to operate out of the airport.

## **II. SPECIALIZED COMMERCIAL FLYING SERVICES**

### **A. Statement of Concept**

A Specialized Commercial Flying Services Operator is an Operator engaged in air transportation for hire for the purpose of providing the use of aircraft for activities

including, but not limited to the following:

1. Nonstop sightseeing flights that begin and end at the same Airport within a 25-mile radius of the Airport.
2. Crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
3. Banner towing and aerial advertising.
4. Aerial photography or survey.
5. Aerial fire fighting.
6. Power line or pipeline patrol.
7. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

**B. Minimum Standards**

1. Except as otherwise noted previously herein, the Operator shall lease from the City adequate space an/or land area to meet the requirements of the operation at the Airport. In the case of crop-dusting or aerial application, the Operator shall demonstrate that it will make suitable arrangements and have such space available in its leased area for the safe loading and unloading and storage and containment of noxious chemical materials and that it is properly licensed by the Florida Department of Agriculture for aerial application in the State of Florida.
1. The Operator shall provide and have based on its premises, either owned or under written lease to the Operator, a minimum of one (1) airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Florida with respect to the type of operations to be performed.
2. Insurance Coverage shall be obtained and paid for by the Operator as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:

- a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Hangar Keeper's Liability
  - d. Product's Liability
  - e. Automobile and/or Motor Vehicular Liability
3. The Operator must provide, by means of an office and telephone communication capability on the Airport, a point of contact for the public desiring to utilize Operator's services.
  4. The Operator shall have in its employ, and on duty during operating hours, trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner, by never less than one (1) person holding a current FAA commercial pilot certificate, properly rated for the aircraft to be used and the type of operation to be performed.
  5. Itinerant Specialized Commercial Flying Services Operators desiring to utilize the Airport for a period less than forty-five (45) days may be authorized to use and operate out of the Airport provided that they execute an operating agreement with the City and operate in accordance with the City's directives. The City is under no obligation to accommodate any or all Operators desiring to provide Itinerant Specialized Commercial Flying Services. However, should such operations be authorized, the minimum requirements of an operating agreement will include but not be limited to proof of insurance as specified by the City and payment of landing fees and/or use fees for the right to operate out of the Airport.

### **III. FLIGHT TRAINING**

#### **A. Statement of Concept**

A Flight Training Operator is an Operator engaged in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, in land or sea aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved. Any Operator wishing to provide only this service must meet the following standards.

#### **B. Minimum Standards**

1. Except as otherwise noted previously herein, the Operator shall lease from the City buildings and/or land sufficient to accommodate the proposed operation. At a minimum, facilities will include office space, shop and

equipment storage, rest room, customer lounge, and telephone availability. The Operator shall provide on site auto parking and paved aircraft apron, all within the lease area and sufficient to accommodate the activities and operation. Paved parking will be required if it does not conflict with planned capital improvement projects.

2. The Operator shall have available for use in flight training, either owned or under written lease to Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of its student operation, but not less than one (1) properly certificated aircraft.
3. Insurance Coverage shall be obtained and paid for by the Operator as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Hangar Keeper's Liability, as applicable
  - d. Products' Liability, as applicable
  - e. Students' and Renters' Liability
  - f. Automobile and/or Motor Vehicular Liability
4. The Operator shall have its services available a minimum of forty (40) hours per week. (Which days of the week and how many hours per day to be determined by Operator but should be sufficient to meet the demands of the public.)
5. The Flight Training Operator shall have in its employ or under contract, and on duty on a full-time basis, currently certificated pilots and instructors in sufficient numbers as may be required (but never less than one) to meet the demands of the number of students expected to be engaged in such flight training.
6. Flight Training Operators desiring only to provide part-time or limited flight training services out of the Airport for a period of less than forty-five (45) days may be authorized to operate out of the Airport provided that said Operators will be required to execute an operating agreement with the City and operate in accordance with the City's directives. The City is under no obligation to accommodate any or all Operators desiring

to provide part-time or limited flight training services. However, should such operations be authorized, the minimum requirements of an operating agreement will include but not be limited to proof of insurance as specified by the City and payment of landing fees and/or use fees for the right to conduct flight training out of the Airport.

#### **IV. AIRCRAFT SALES (NEW AND/OR USED)**

##### **A. Statement of Concept**

An Aircraft Sales Operator is an Operator engaged in the sale of new and/or used aircraft through franchises, or licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise; and provides or provides access to such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by it.

##### **B. Minimum Standards**

1. Except as otherwise noted previously herein, the Operator shall lease from the City buildings and/or land sufficient to accommodate the proposed operation. At a minimum, facilities will include office space, shop and equipment storage, rest room, customer lounge, and telephone availability. The Operator shall provide onsite auto parking and paved aircraft apron, all within the lease area and sufficient to accommodate the activities and operation. Paved parking will be required if it does not conflict with planned capital improvement projects.
2. The Operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guaranty or warranty period.
3. Insurance Coverage shall be obtained and paid for by the Operator as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurance shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Products' Liability

- d. Hangar Keeper's Liability
  - e. Automobile and/or Motor Vehicular Liability
4. The Operator shall be allowed to conduct aircraft type training and demonstration flights as needed to customers and potential customers of said aircraft.
  5. The Operator shall have its services available a minimum of forty (40) hours per week. (Which days of the week and how many hours per day to be determined by Operator but should be sufficient to meet the demands of the public.)
  6. The Operator shall have in its employ (and on duty during the operating hours) trained personnel in such numbers as may be required to meet the requirements of its business in an efficient manner, but never less than one (1) person having experience in aircraft sales or having a current commercial pilot certificate with single-engine rating and instructor rating, or be so rated himself.
  7. Aircraft Sales Operators desiring only to provide part-time or limited aircraft sales (new and/or used) services out of the Airport for a period less than forty-five (45) days may be authorized to operate out of the Airport provided that said Operators will be required to execute an operating agreement with the City and operate in accordance with the City's directives. The City is under no obligation to accommodate any or all Operators desiring to provide part-time or limited aircraft sales services. However, should such services be authorized, the minimum requirements of an operating agreement will include but not be limited to proof of insurance as specified by the City and payment of fees and/or use fees for the right to conduct aircraft sales services out of the Airport.

V. **AIRCRAFT AIRFRAME AND ENGINE MAINTENANCE AND REPAIR**

A. Statement of Concept

An Aircraft and Airframe Engine Maintenance and Repair Operator is an Operator providing one (or a combination of) airframe and power plant overhaul and/or repair services, with a minimum of one (1) person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the non-exclusive right to sell aircraft parts and accessories. This service is a Fixed Base Operator requirement and any Operator wishing to provide only this service must meet the following standards.

B. Minimum Standards

1. Except as otherwise noted previously herein, the Operator shall lease from the City buildings and/or land sufficient to accommodate the proposed operation. At a minimum, facilities will include office space, shop and equipment storage, rest room, customer lounge, and telephone availability. The Operator shall provide on site auto parking and paved aircraft apron, all within the lease area and sufficient to accommodate the activities and operation. Paved parking will be required if it does not conflict with planned capital improvement projects.
2. The Operator shall provide sufficient equipment, supplies and availability of parts equivalent to that required for certification as a FAA approved repair station.
3. Insurance Coverage shall be obtained and paid for by the Operator as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Hangar Keeper's Liability
  - d. Products' Liability
  - e. Automobile and/or Motor Vehicular Liability
4. The Operator shall have its services available a minimum of forty (40) hours per week. (Which days of the week and how many hours per day to be determined by Operator but should be sufficient to meet the demands of the public.)
5. The Operator shall have in its employ (and on duty during the required operating hours) trained personnel in such numbers as may be required to meet the requirements in an efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or inspector rating.
6. Aircraft and Airframe Engine Maintenance and Repair Operators desiring only to provide part-time or limited aircraft airframe and/or engine maintenance repair services on the Airport for period of less than forty-five (45) days may be authorized by the City to use and operate on the Airport provided that said Operators will be required to execute an

operating agreement with the City and operate in accordance with the City's directives. The City is under no obligation to accommodate any or all Operators desiring to provide part-time or limited aircraft airframe and/or engine maintenance repair services. However, should such operations be authorized, the minimum requirements of an operating agreement will include but not necessarily be limited to proof of F.A.A. certification and/or license to performed said services, proof of insurance as specified by the City and payment of fees and/or use fees for the right to conduct aircraft airframe and/or engine maintenance repairs services on the airport.

## **VI. AIRCRAFT RENTAL**

### **A. Statement of Concept**

An Aircraft Rental Operator is an Operator engaged in the rental of aircraft to the public.

### **B. Minimum Standards**

1. Except as otherwise noted previously herein, the Operator shall lease from the City buildings and/or land sufficient to accommodate the proposed operation. At a minimum, facilities will include office space, shop and equipment storage, rest room, customer lounge, and telephone availability. The Operator shall provide on site auto parking and paved aircraft apron, all within the lease area and sufficient to accommodate the activities and operation. Paved parking will be required if it does not conflict with planned capital improvement projects.
2. The Operator shall offer for hire certified and currently airworthy aircraft commensurate with the scope of this operation. The aircraft rental operator shall, at its own option, provide a pilot for an aircraft check ride. The Operator shall, in a proposal, specify the minimum number of aircraft, and types thereof, that it will maintain and have available fro lease and/or rental.
3. Insurance Coverage shall be obtained and paid for by the Operator as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below my be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the

following:

- a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Hangar Keeper's Liability
  - d. Products' Liability
  - e. Students' and Renters' Liability
  - f. Automobile and/or Motor Vehicular Liability
4. The Operator shall have its services available a minimum of forty (40) hours per week. (Which days of the week and how many hours per day to be determined by Operator but should be sufficient to meet the demands of the public.)
  5. The Operator shall have in its employ (and on duty during the operating hours) trained personnel in such numbers as may be required to meet the minimum standards in an efficient manner, but never less than one (1) person.

## **VII. AIRCRAFT CHARTER AND AIR TAXI SERVICE**

### **A. Statement of Concept**

An Aircraft Charter and/or an Air Taxi Service Operator is an Operator engaged in the business of providing air transportation (person or property) to the public for hire, either on a charter basis or as an Air Taxi Operator, as currently defined in the Federal Aviation Act of 1958, or as said Act may be supplemented or amended from time to time.

### **B. Minimum Standards**

1. Except as otherwise noted previously herein, the Operator shall lease from the City buildings and/or land sufficient to accommodate the proposed operation. At a minimum, facilities will include office space, shop and equipment storage, rest room, customer lounge, and telephone availability. The Operator shall provide onsite auto parking and paved aircraft apron, all within the lease area and sufficient to accommodate the activities and operation. Paved parking will be required if it does not conflict with planned capital improvement projects.
2. An Operator shall have and maintain during the term of the tenancy at the Airport, an Air Taxi License (refer to FAR Part 135) and shall operate in conformance with all appropriate Federal Aviation Regulations including but not limited to Part 135 of Federal Aviation Regulations as amended.

3. Insurance Coverage shall be obtained and paid for by the Operator as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Hangar Keeper's Liability
  - d. Products' Liability
  - e. Automobile and/or Motor Vehicular Liability
4. The Operator shall provide not less than one (1) single-engine aircraft equipped for and capable of use under instrument conditions, either owned or under written lease to Operator, all of which must meet the requirements of the FAA Air Taxi Commercial Operator Certificate held by the Operator.
5. An Operator will demonstrate that it:
  - a. Will hold itself out for hire, to provide aircraft charter service, as defined in Part 135 of the Federal Aviation Regulations as amended; or
  - b. Is an Air Taxi Operator subject to Part 135 of the Federal Aviation Regulations as amended.
6. The Operator shall provide at least one FAA certified commercial pilot rated for air taxi service.
7. The Operator shall have its services available a minimum of forty (40) hours per week and shall provide on-call service during hours other than the aforementioned. (Which days of the week and how many hours per day to be determined by Operator but should be sufficient to meet the demands of the public.)
8. The Operator shall have in its employ (and on duty during the operating hours) trained personnel in such numbers as may be required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) FAA currently certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the

Operator.

9. Aircraft Charter and Air Taxi Service Operators desiring only to provide part-time or limited Aircraft Charter and Air Taxi services on or out of the Airport for a period of less than forty-five (45) may be authorized to operate out of the Airport provided that said Operators will be required to execute an operating agreement with the City and operate in accordance with the City's directives. The City is under no obligation to accommodate any or all Operators desiring to provide part-time or limited aircraft charter and air taxi services. However, should such operations be authorized, the minimum requirements of an operating agreement will include but not be limited to proof of insurance as specified by the City and payment of landing fees and/or use fees for the right to conduct aircraft charter and air taxi service out of the Airport.

C. Charter & Air Taxi Companies Not Regularly Based at the Airport

Non-scheduled air taxi companies, not regularly based at the Airport, but who are providing service to and from the Airport, are not subject to these Minimum Standards, but must comply with the Airport Rules and Regulations and may be subject to paying landing fees should the City implement said fees for commercial Operators.

## SECTION 4

### NON-COMMERCIAL OPERATIONS

Non-commercial operations established at the Airport, shall comply with the Minimum Standards described in this section.

#### **I. FLYING CLUBS**

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation and an awareness and appreciation of aviation requirements and techniques, Flying Clubs are permitted at the Airport but are subject to these Minimum Standards, the Airport Rules and Regulations, federal, state and local laws and regulations, and other restrictions as may be set forth in an operating agreement.

A Flying Club (“CLUB”) desiring to base its aircraft and operate on the Airport must comply with the applicable provisions of these Minimum Standards.

- A. The Club shall be a non-profit corporation organized for the express purpose of providing its members with one or more aircraft, for their personal use and enjoyment only. The ownership of any aircraft must be vested in the name of the Club. The property rights of the members of the Club shall be equal and no part of the net earnings of the Club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft and overhead, if any.
- B. Clubs may not offer or conduct charter and/or air taxi services. Clubs may not offer rental of aircraft except to regular members and then only to the extent as that noted above with regard to revenue. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No Club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the Club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is given by an SAO or FBO based on the Airport authorized to provide flight training. Any properly licensed mechanic who is a member of the Club shall not be prevented from performing maintenance work on aircraft owned by the Club only if the Club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
- C. All Clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any Person other than a member of such Club at the Airport except that said Club may sell or exchange its capital equipment.
- D. The Club shall furnish the City a copy of its charter and by-laws or other

documentation supporting its existence; a roster of members, including names of officers and directors, to be revised on a semiannual basis; number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the Club; and operating rules of the Club. The books and other records of the Club shall be available for review at any reasonable time by the City or its authorized agent.

- E. Insurance Coverage shall be obtained and paid for by the Club as required in the coverages and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the city and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Hangar Keeper's Liability
  - d. Products' Liability
  - e. Student and Renters Liability
  - f. Automobile and/or Motor Vehicular Liability
  
- F. A Club located at the Airport shall abide by and comply with all Federal, State and local laws, and regulation.

## **II. BUSINESS AIRCRAFT OWNERS**

Any Entity desiring to base its aircraft and operate on the Airport for business purposes and not for the purpose of providing any aviation service to a third party for compensation must comply with the following provisions of these Minimum Standards. Such Entity shall not be considered an FBO or SAO upon satisfactory fulfillment of the conditions contained herein for Business Aircraft Owners.

- A. Businesses owning aircraft in this category must have a valid lease, hangar rental or tie-down agreement with either the City or FBO.
  
- B. Businesses may cause maintenance on its aircraft to be performed by an employee but only to the extent as may be allowed and only in those areas of the Airport not otherwise prohibited by Fire Codes. No maintenance of aircraft owned by others may be performed at any time by business employees. Business Aircraft Owners are responsible for the proper removal and/or disposal of any oils, fuels, or parts which are removed by their performance of maintenance on their aircraft.
  
- C. No commercial activity of any type by the Business is permitted on the premises

without the express written permission of the City.

- D. Insurance Coverage shall be obtained and paid for by the Business Aircraft Owner as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the city and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:
- a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Hangar Keeper's Liability
  - d. Automobile and/or Motor Vehicular Liability

### **III. PERSONAL AIRCRAFT OWNERS**

Any individual "Owner" desiring to base his/her aircraft, either owned or leased, and operate on the Airport for personal use and not for the purpose of providing any aviation service to a third party for compensation must comply with the following provisions of these Minimum Standards. Such Owner shall not be considered an FBO or SAO upon satisfactory fulfillment of the conditions contained herein for Personal Aircraft Owners.

- A. In order to base an aircraft on the Airport, owners of aircraft in this category must either have a valid lease/rental agreement with the City or rental/use agreement with an FBO.
- B. Owners may perform maintenance on aircraft owned by him/her but only to the extent allowed by FAA Regulations and only in those areas of the Airport which are not prohibited by Fire Codes. However, Owner is responsible for the proper removal and/or disposal of any oils, fuels, or parts which are removed by their performance of maintenance on their aircraft.
- C. No maintenance of aircraft owned by others may be performed at any time unless otherwise qualified and licensed to perform said maintenance and only then if said maintenance is provided free, or the Owner is an FBO or SAO with an executed agreement with the City.
- D. No commercial activity of any type is permitted on the Airport without a written agreement with the City.
- E. Insurance Coverage shall be obtained and paid for by the Owner as required in the coverage and amounts specified by the City's Risk Management Department.

Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the city and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurances shown below may be added to or deleted from as determined by the City in its sole discretion and may include, but not be limited to the following:

- a. Comprehensive Public Liability and Property Damage
- b. Aircraft Liability
- c. Hangar Keeper's Liability
- d. Automobile and/or Motor Vehicular Liability

## SECTION 5

### SCHEDULE OF GENERAL AIRPORT CHARGES

The City reserves the right to review and establish rates and charges for the use and/or occupancy of the Airport in order to make the Airport as self-sustaining as possible and to make adjustments to said rates and charges at its sole discretion. It is the City's desire that the Airport be self-supporting and that all users should contribute to the overall operation, maintenance, upkeep and development of the Airport. It is the policy of the City not to discriminate in its establishment and application of airport rates and charges. Some of the types of rates and charges in use at the Airport at the time of adoption of the Minimum Standards are:

- A. **AIRCRAFT APRON PARKING/TIE-DOWN FEES:** All areas of the Airport which may be used for aircraft parking will be designated and approved by the City. The City reserves the right to designate specific parking areas for use by any or all aircraft at any time and to establish and/or amend said fee.
- B. **LANDING FEES - PRIVATE AIRCRAFT:** At the present time there is no landing fee for private or business aircraft at the Airport.
- C. **LANDING FEES - COMMERCIAL AIRCRAFT:** All commercial aircraft Operators utilizing the Airport as part of their business shall pay a landing and/or use fee as may be established and/or amended from time-to-time by the City.
- D. **FUEL FLOWAGE FEES:** A fuel flowage fee of \$8.19 per 100 gallons delivered to the airport is currently charged to all commercial operators having the authority to dispense fuel on the airport. The fuel flowage fee is payable monthly to the City. The fuel flowage fee is an Airport use fee in lieu of a landing fee for private aircraft and is subject to adjustment at the City's discretion.
- E. **RENT FOR CITY-OWNED BUILDINGS:** Rent for T-hangars and other City owned buildings and/or facilities on the Airport shall be determined by the City and is payable monthly in advance.
- F. **LAND RENTAL CHARGES:** All tenants or occupants of publicly-owned land on the Airport must, in accordance with law, make a reasonable payment for the use of airport land upon which aircraft may be parked, buildings constructed, or other improvements made. At the present time, the ground rental rate for all airport land above water is established at \$0.79 per square foot per year payable monthly in advance. Said ground rental rate is subject to adjustment at the City's discretion.
- G. **OTHER RATES & CHARGES:** As new developments occur or as business practices may change, the City reserves the right to establish reasonable rates and/or charges for the use and/or occupancy of the Airport by commercial and non-commercial users.

## SECTION 6

### **REQUIREMENTS FOR AIRCRAFT SELF-FUELING AND OIL FILLING OPERATIONS**

The City recognizes that aircraft owners/operators have certain rights with regard to maintaining and operating their aircraft including the right of self-fueling. In that regard, the City in order to promote safety and to protect the public welfare of those authorized to utilize the Airport establishes the following requirements as they may pertain to all non-commercial airport users desiring to self-fuel their aircraft and/or use automotive gasoline (MOGAS) in lieu of aviation gasoline (AVGAS) in their aircraft.

- A. PERMIT: All non-commercial self-fueling operations on the airport, whether with MOGAS or AVGAS, will be governed by a permit issued by the City. Annual permits or single event permits can be obtained from the Airport Director's office. The current fee for an annual permit is \$50.00 per aircraft and \$5.00 for single event fueling and is subject to adjustment at the City's discretion..
- B. FUEL: All AVGAS that is delivered into the aircraft must industry standards with regard to use in aircraft. MOGAS must meet ASTM D-439-58 standards at the time of delivery into the aircraft. MOGAS may be substituted for AVGAS only in those aircraft for which an individual Supplemental Type Certificate (STC) has been issued and/or approved by the Federal Aviation Administration. A copy of the individually held STC must be filed with the Airport Director at the time of application for an annual permit or must be available for inspection by the City upon request for single-event fueling.
- C. REFUELING OPERATIONS AND OIL CHANGING AND/OR ADDING OPERATIONS
  - 1. Airport users not operating under an operating agreement/contract with the Airport to conduct fueling operations and/or oil maintenance operations must refuel and change and/or add oil only in those area(s) as designated by the City for that purpose. Fueling and/or defueling of aircraft in T-hangars, hangars or other type building is strictly prohibited. The changing and/or adding of oil in a T-hangar, hangar or other type building may be authorized but only to the extent not otherwise prohibited by Fire Codes.
  - 2. The maximum container size used for the transport and storage of AVGAS or MOGAS on or about the Airport shall not exceed 5 gallons unless otherwise approved by the City Fire Marshall.
  - 3. Hand or power operated pumps shall be used to transfer fuel from its storage container into the aircraft. Pouring, siphoning or gravity flow

transfer of fuel is not permitted on the Airport. The transfer of fuel from the gas tank of a ground based vehicle is not permitted.

4. The storage of MOGAS and/or AVGAS in any amount in any T-hangar, hangar, building or tie-down area is not permitted unless stored in a storage cabinet which is approved for the storage of hazardous materials by the City Fire Marshal.
  5. The transportation of MOGAS and AVGAS onto or off the Airport must be done in accordance with the regulations established by the City Fire Marshal or other appropriate authority.
- D. PERSONNEL: Aircraft owners and operators engaged in self-fueling, refueling or defueling operations on the Airport must provide a copy of a certificate of training or some other form of proof that they have received training on the proper handling and transport of fuels and the associated safety procedures associated in self-fueling and/or refueling of aircraft. Persons engaged in self-fueling, refueling/defueling shall at all times adhere to standard industry practices.
- E. FEDERAL REQUIREMENTS: All Persons engaged in self-fueling, refueling or defueling operations on the airport are required to comply with all applicable federal statutes and regulations, including but not limited to, those promulgated by the FAA.
- F. STATE AND LOCAL REQUIREMENTS: All Persons engaged in self-fueling, refueling or defueling operations on the Airport shall comply with all state and local statutes, rules and regulations including, but not limited to, those relating to fire safety and building safety matters.
- G. ENVIRONMENTAL REQUIREMENTS: All Persons engaged in self-fueling, refueling or defueling operations on the Airport shall comply with all applicable local, state and federal environmental statutes and regulations, including but not limited to, requirements for above-ground and underground storage tanks, for the disposal of waste oil and other potentially hazardous substances, and for self-fueling, refueling, or defueling of all aircraft.
- H. INSURANCE COVERAGE
1. For annual self fueling permittees, insurance coverage shall be obtained and paid for by the permittee as required in the coverage and amounts specified by the City's Risk Management Department. Each policy shall name the City, its officers, agents and employees named as additional insured. A Certificate of Insurance or a copy of the Insurance policies will be furnished to the City and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The types of insurance shown below may be added to or deleted from as

determined by the City in its sole discretion and may include, but not be limited to the following:

- a. Comprehensive Public Liability and Property Damage
  - b. Aircraft Liability
  - c. Automobile and/or Motor Vehicular Liability
2. An Operator utilizing a single event permit is not required to provide insurance coverage other than what may already be required by these Minimum Standards, but must sign a waiver of liability in favor of the City and an indemnification, indemnifying the City, its officers, agents and employees on forms provided by the City.