



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>~0~</u>	<u>*see below</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

\* No fiscal impact.

C. Departmental Fiscal Review: CM Simms

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature] 4/12/10  
 VA OFMB  
 4/13/10  
 5/12/10

[Signature] 4/12/10  
 Contract Dev. and Control

**B. Legal Sufficiency:**

Anne Helgen  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**RESOLUTION NO. R-2010-**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ADOPTING MINIMUM STANDARDS FOR THE PALM BEACH COUNTY PARK AIRPORT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County, through its Department of Airports, owns and operates the Palm Beach County Park Airport ("Lantana Airport"); and

**WHEREAS**, the Board of County Commissioners' intent is to: (i) plan, manage, operate, finance, and develop the Lantana Airport to ensure its long term financial health and protect and promote the health, safety and general welfare of the public; and (ii) to encourage the development and operation of general aviation businesses and the provision of quality aviation products, services and facilities to the public at the Lantana Airport; and

**WHEREAS**, the Federal Aviation Administration's Airport Sponsor Assurances requires any airport developed with Federal grant assistance to operate for the use and benefit of the public and shall be made available to all types, kinds and classes of aeronautical activities on reasonable terms and without unjust discrimination; and

**WHEREAS**, the Board of County Commissioners desires to adopt General Aviation Minimum Standards for the Lantana Airport ("Lantana Minimum Standards").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals.**

The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.

**Section 2. Adoption of Lantana Minimum Standards.**

The Board of County Commissioners hereby adopts the Lantana Minimum Standards attached hereto and incorporated herein as Attachment "A".

**Section 3. Severability.**

If any section, paragraph, sentence, clause or word of this Resolution or the Lantana Minimum Standards is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Resolution.

**Section 4. Effective Date.**

The provisions of this Resolution shall be effective immediately upon adoption.

(Remainder of Page Intentionally Left Blank)

The foregoing Resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Commissioner Burt Aaronson, Chair	-
Commissioner Karen T. Marcus, Vice Chair	-
Commissioner Jeff Koons	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

**SHARON R. BOCK, CLERK & COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

**ATTACHMENT "A"**

**GENERAL AVIATION MINIMUM STANDARDS FOR THE  
PALM BEACH COUNTY PARK ("LANTANA") AIRPORT**



Palm Beach County Department of Airports  
Building #846  
West Palm Beach, Florida 33406-1491  
Phone: (561) 471-7420  
[www.pbia.org](http://www.pbia.org)

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# General Aviation Minimum Standards

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Palm Beach County  
Department of Airports

*Palm Beach County Park Airport (LNA)*

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March 18, 2010



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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 is responsible for the operation, management, maintenance, and security of the Airport and all County owned and operated Airport 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, whether such Agreement is in existence on the date of the adoption of these Minimum Standards or entered into at any time thereafter.



**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 Entities 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 these 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 or licensed to the Operator, and then only to the extent provided in an Agreement.



## INTRODUCTION

- (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) Except as otherwise provided herein, these Minimum Standards shall apply to any new Agreement with the County executed or approved after the effective date of these Minimum Standards for the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities.
  - (1) These Minimum Standards shall not affect any Agreement executed or approved prior to the effective date 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. In addition, these Minimum Standards shall not affect any sublease consented to by the County prior to the effective date of these Minimum Standards and shall only apply to the extent permitted by the County's Agreement with the subtenant's lessor.
  - (2) These Minimum Standards shall not be deemed to modify any 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 these 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.



## INTRODUCTION

- (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.
  - (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 is 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.



## INTRODUCTION

- (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 Entity is unable to clear a criminal history check in accordance with the County's Critical Facilities Criminal History Check policy.
- (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 is inconsistent with the Airport's mission and vision; consistent with the Airport's Master Plan; 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, 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
- (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 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.



## GENERAL REQUIREMENTS

- (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 County Park 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 ALP (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) Based Aircraft, An Aircraft which the owner physically locates at the Airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the Aircraft to the Airport for long-term storage.
- (q) Board, The Board of County Commissioners of Palm Beach County, Florida.
- (r) Certificate of Insurance, A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.
- (s) CFR, Code of Federal Regulations, as may be amended from time to time and includes any successor regulations.
- (t) 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





## GENERAL REQUIREMENTS

- (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.
- (u) Commercial Operator, An Entity engaging in a Commercial Aeronautical Activity.
- (v) Commercial Self-Service Fueling, the Fueling of an Aircraft by the pilot using commercial Aircraft Fuel pumps installed for that purpose. The Commercial Self-Service Fueling facility may or may not be attended by the vendor, which is a Fixed Base Operator or an Airport sponsor/operator that is exercising its right to sell Aircraft Fuel.
- (w) Contiguous Land, Land that is sharing an edge or boundary or is separated by no more than a taxilane or taxiway.
- (x) 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.
- (y) Department, The Department of Airports of Palm Beach County, Florida.
- (z) 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.
- (aa) Emergency Public Service, Services provided to the general public including police, fire, rescue, and emergency medical and/or ambulatory transportation.
- (bb) 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).
- (cc) 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.
- (dd) Equipment, All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.
- (ee) 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.
- (ff) FAA, Federal Aviation Administration.
- (gg) FCC, Federal Communications Commission.
- (hh) 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 Activities listed in Section 3-2.
- (ii) 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.



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- (jj) Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft or Vehicles.
- (kk) Fuel Handling, The transporting, delivering, fueling, or draining of Fuel or Fuel waste products.
- (ll) 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.
- (mm) 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.
- (nn) 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.
- (oo) Infrastructure, Runways, taxiways, taxilanes, Aprons, nav aids, roadways, and utilities.
- (pp) Jet Fuel, Fuel commonly utilized in turboprop and turbojet Aircraft.
- (qq) Leased Premises, The land and/or Improvements leased by Operator for the conduct of Operator's Activities.
- (rr) 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.
- (ss) 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.
- (tt) 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.
- (uu) 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.
- (vv) 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' 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.



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- (ww) 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).
- (xx) Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.
- (yy) Readily Available, Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.
- (zz) Refueling Vehicle, Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.
- (aaa) 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.
- (bbb) 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.
- (ccc) 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 Board.
- (ddd) 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
- (eee) 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.
- (fff) SOP, Standard Operating Procedures.
- (ggg) SPCC Plan, Spill Prevention Contingency and Control Plan.
- (hhh) SWMP, The current Storm Water Management Plan in place at the Airport, as may be amended from time to time.
- (iii) Tiedown, An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points are located.
- (jjj) 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.
- (kkk) 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.
- (lll) 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 prompt, courteous, and professional 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 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 such 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, developed following the effective date of these Minimum Standards, used for commercial purposes and require public access shall have direct public streetside access.
    - a. Leased Premises, existing and currently utilized for commercial purposes as of the effective date of these Minimum Standards may utilize indirect public streetside access.
  - (2) Each building used on the Airport in conjunction with the Commercial Activity shall bear the Operator's identification in the form of a company logo, sign, emblem, or other means to designate the operator to whom the building is assigned. Identification shall be legible on a contrasting background and shall be displayed consistent with applicable Regulatory Measures.
- (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.
  - (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.
    - a. Aprons associated with hangars, existing and currently utilized for commercial purposes as of the effective date of these Minimum Standards may be less than one times the hangar square footage if the apron can accommodate movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with any movement of Aircraft in and out of other facilities and Aircraft operating in taxilanes or taxiways.
- (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.



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- a. Paved Vehicle parking for existing Operators as of the effective date of these Minimum Standards may utilize common Paved Vehicle parking areas not associated with the Leased Premises existing and currently utilized for commercial purposes as of the effective date of these Minimum Standards.
- (3) On-street Vehicle parking is not allowed for Leased Premises developed following the effective data of these Minimum Standards.
- (4) Vehicle parking shall be in conformance with the County Unified Land Development Code, as now or hereafter amended, or as required by other applicable Regulatory Measures.
- (d) Existing Operators may continue to utilize Operator's existing Leased Premises for Operator's existing Commercial Activities without meeting Leased Premises requirements in these Minimum Standards until such time as the Operator utilizes new or additional Leased Premises and/or engages in new or additional Commercial Activities.

### **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, sexual orientation, marital status, disability, physical handicap, gender or identity expression 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



## GENERAL REQUIREMENTS

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.

- (1) Operator will provide to the Department a point-of-contact with telephone numbers for emergency situations – the names, addresses, and telephone numbers of the Entity. In addition, the Department shall be provided a point-of-contact with phone numbers for emergency situations.
- (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.
- (d) All personnel employed by the Operator to perform Aeronautical Activities on the Airport are required to be appropriately dressed. Personnel shall wear an identification badge at all times while on duty. Identification shall include the name of the Operator and name of the employee.

### **Section 2-9. Equipment and Vehicles**

- (a) All required Equipment and Vehicles of the Operator must be fully operational and functional at all times.
  - (1) Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, due to routine or emergency maintenance as long as: (a) appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible and (b) fully operational back-up Aircraft, Equipment, and Vehicles are available at all times.
- (b) Each Vehicle and piece of mobile Equipment used on the Airport by the Operator in conjunction with the Commercial Activity shall bear the Operator's identification in the form of a company logo, sign, emblem, or other means to designate the Operator to whom the Vehicle or Equipment is assigned. Identification shall be legible on a contrasting background and shall be displayed consistent with applicable Regulatory Measures.

### **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 within 30 days of the Department's request. Operator is solely responsible for implementation of and compliance with Operator's Security Plan.
- (c) Operator's Security Plan may include any of the following elements (as appropriate):
  - (1) Procedures on securing facilities, Vehicles, Equipment, and Aircraft during hours of operator and after hours.
  - (2) Employee background checks and security awareness training including procedures to use to report suspicious personnel or situations to the proper law enforcement agencies.
  - (3) Customer and baggage identification.
  - (4) Procedures to prevent tampering of Aircraft.



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- (5) Procedures for handling threats by telephone and in person.
- (6) Procedures to control access to Operator's Leased Premises and ensure Vehicles and personnel allowed to access through Operator's access point(s) are under escort or other approved method of control, as established by the Airport Manager.
- (7) Procedures for positive key control and Apron access procedures.
- (8) Procedures for securing unattended Aircraft.
- (9) Procedures prohibiting passengers or baggage from being left unattended in the Aircraft or on the Apron.
- (10) Procedures to positively identify aircraft renters and students.
- (11) Procedures to verify identity of customers utilizing chartered Aircraft.
- (12) Procedures for transient flight crew members and passengers including:
  - a. Ensuring proper escort or other Airport Manager approved method of control.
  - b. Crew member contact information and verification procedures.
  - c. Verification of pilot's certificate and government-issued photo ID for flight crew members.
- (13) Vendor procedures including:
  - a. Positive identification of all vendors having access to the Leased Premises.
  - b. Security check-in procedures for all vendors.
  - c. Procedures for ensuring all vendors are aware of security requirements for the Operator's facility.

### **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 otherwise 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), 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. 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 2-13. 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 may not 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 herein, each FBO 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 for all General Aviation Aircraft normally frequenting the Airport.
    - b. FBO shall provide a response time of no more than fifteen (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 and direct to parking all transient Aircraft arriving on Operator's Leased Premises.
    - b. FBO shall provide arrival and departure services for Aircraft using Operator's Leased Premises.
    - c. FBO shall provide self parking and self Tiedown of Aircraft upon the Operator's Leased Premises.
    - d. FBO shall provide hangar storage of Aircraft as available, to include in-out service.
    - e. FBO shall provide compressed air services.
    - f. FBO shall make available Aircraft ground power units.
    - g. FBO shall make available crew and passenger ground transportation arrangements (Limousine, shuttle, and rental car) and accommodation arrangements.
    - h. FBO shall have available flight briefing capabilities.
    - i. FBO shall make available basic pilot supplies/accessories.
  - (3) Aircraft Maintenance
    - a. FBO shall provide Aircraft Maintenance on the airframe, powerplants, and associated systems of General Aviation Aircraft Group I Piston Aircraft normally frequenting the Airport.
    - b. FBO shall provide supplies and parts required for Aircraft airframe, powerplant, and other routine Aircraft maintenance functions appropriate for the type of Aircraft serviced.
    - c. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through authorized sublessee(s) who meet(s) the minimum standards established for an Aircraft Maintenance Operator and operates from the FBO's Leased Premises.



**(4) Optional Services**

- a. FBOs may also provide optional services as approved by the County, which may include, but are not limited to: Flight Training, Aircraft Rental, Aircraft Sales, Air Charter or Air Taxi, Aircraft Management Operations, and Avionics Sales and Maintenance.

**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 – three (3) acres (136,680 square feet), upon which all required Improvements including Apron, paved Tiedown, facilities, and Vehicle parking shall be located.
  - (2) Apron – 65,340 square feet with sufficient weight bearing capacity to accommodate the aircraft normally frequenting the Airport.
  - (3) Paved Tiedown – adequate to accommodate the number, type, and size of based and transient Aircraft requiring Tiedown space at the FBO's Leased Premises, but not less than twenty (20) paved Tiedown spaces.
  - (4) Facilities – 18,000 square feet (total) consisting of the following:
    - a. Terminal space – 3,500 square feet  
Customer area shall be at least 2,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, vending area, public use telephones, and restrooms.  
Administrative area shall be at least 500 dedicated square feet to include adequate space for employee offices, work areas, and storage.
    - b. Maintenance area – 1,500 square feet including management, record keeping, and reception areas  
Maintenance area shall include adequate space for employee offices, work areas, and storage for Aircraft parts and Equipment.
    - c. Hangar space – At least 3,000 square feet shall be dedicated to the provision of Aircraft Maintenance with a door height and width capable of accommodating the Aircraft undergoing Aircraft Maintenance by the Operator. At least 10,000 square feet shall be dedicated to Aircraft storage.

**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 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 be designed in accordance with all Environmental Protection Agency (EPA) and the State of Florida Department of Protection (DEP) regulations including proper Aircraft Fuel spill prevention features and containment capabilities. In addition, each FBO shall provide a current copy of their Aircraft Fuel spill prevention, countermeasures, and control plan (SPCC) to the Department thirty (30) days prior to commencing operations. Aircraft Fuel inventories will be monitored in accordance with current EPA and DEP standards and inventory details will be provided to the Department when requested including total of gallons delivered by type and date.



- (c) 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) 10,000 gallons for Jet Fuel storage
  - (2) 10,000 gallons for Avgas storage
  - (3) 500 gallons for Mogas storage (for ground support equipment)
- (d) 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.
- (e) 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 one (1) Jet Fuel Refueling Vehicle having a capacity of at least 1,200 gallons.
  - (1) One (1) Refueling Vehicle dispensing Jet Fuel shall have over-the-wing Aircraft servicing capability.
- (b) FBO shall have two (2) Avgas Refueling Vehicles having a capacity of at least 750 gallons each.
- (c) Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. All Refueling Vehicles shall be bottom loaded.
- (d) A fixed Avgas refueling system (commercial self-service) may be developed with the prior written consent of the Department.
  - a. A fixed Avgas refueling (self-fueling) system constructed or installed and maintained by an FBO for public commercial use shall be in a location approved by the County and consistent with applicable Regulatory Measures.

**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 four (4) 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) One (1) ground power unit
  - (5) One (1) emergency response cart (spill kit)
  - (6) 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 ground handling and Refueling Vehicles
  - (7) 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 thirty (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) All FBO Aircraft Fuel handling personnel shall be trained in the safe and proper handling, dispensing, and storage of Aircraft Fuel. Acceptable training shall be National Air Transportation Association (NATA) Safety 1<sup>st</sup> or an equivalent training program.
- (d) FBO shall have one (1) properly trained and qualified employee, on each shift, to provide customer service and support.
  - (1) A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off-Airport.
- (e) If FBO is providing Aircraft Maintenance directly versus utilizing an authorized sublessee, FBO shall have one (1) FAA licensed Airframe and Powerplant Mechanic 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 (excluding holidays). These services shall be available after hours, on-call, with a response time not to exceed sixty (60) minutes.

**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 with the exception of Christmas), between the hours of 8:00 am and 6:30 pm (local time). These services shall be available after hours, on-call, with a response time not to exceed 60 minutes.
- (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 (excluding holidays). Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed sixty (60) minutes.
- (c) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.

**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 thirty (30) minutes upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare



## FIXED BASE OPERATOR

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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 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, accessories, and lubricants.
- (b) In addition to the General Requirements set forth in Article 2 herein, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Article 4.
- (c) A FBO shall comply with the minimum standards set forth in Article 3 herein 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 Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft
Contiguous Land (Lessee Only)	21,780 SF	32,670 SF
Customer Area (Lessee)	250 SF	250 SF
Customer Area (sublessee)	Accessible	Accessible
Administrative Area	100 SF	100 SF
Maintenance Area	500 SF	500 SF
Hangar	3,000 SF	6,000 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.
  - d. Hangar shall have a door height and width capable of accommodating the Aircraft undergoing Aircraft Maintenance by the Operator.

**Section 4-3. Licenses, Certifications, and Permits**

- (a) All Operators' personnel that returns aircraft to service shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

**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 one (1) FAA licensed Airframe and Powerplant Mechanic and one (1) customer service representative.
  - (2) An Airframe and Powerplant Mechanic may fulfill the responsibilities of the maintenance customer service representative unless the Airframe and Powerplant Mechanic is performing duties off Airport.



## AIRCRAFT MAINTENANCE OPERATOR (SASO)

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- (3) Operators providing 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 the type and level of Aircraft Maintenance offered.
- (b) Equipment requirements include aircraft moving equipment, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

### **Section 4-6. Hours of Activity**

- (a) Operator shall be continuously offered and available to meet reasonable demands of the public for this Activity, five (5) days a week, eight (8) hours a day (excluding holidays) and available after hours, on-call, with response time not to exceed sixty (60) minutes.
- (b) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.

### **Section 4-7. Insurance**

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



**AVIONICS OR INSTRUMENT  
MAINTENANCE OPERATOR (SASO)**

**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 sale, 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 herein, 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 benchwork only (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 Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft
Contiguous Land (Lessee Only)	10,890 SF	10,890 SF
Customer Area (Lessee)	250 SF	250 SF
Customer Area (Sublessee)	Accessible	Accessible
Administrative Area	100 SF	100 SF
Maintenance Area	500 SF	500 SF

- (2) For Operators performing services in addition to 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 Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft
Contiguous Land (Lessee Only)	21,780 SF	32,670 SF
Customer Area (Lessee)	250 SF	250 SF
Customer Area (Sublessee)	Accessible	Accessible
Administrative Area	100 SF	100 SF
Maintenance Area	500 SF	1,000 SF
Hangar	3,000 SF	6,000 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.



## AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

### **Section 5-3. Licenses, Certifications, and Permits**

- (a) 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 its Activities 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.
  - (2) Operator shall employ one (1) customer service representative per shift.
  - (3) A technician may fulfill the responsibilities of the customer service representative unless the technician is performing duties off-Airport.

### **Section 5-5. Equipment**

- (a) Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts to meet the reasonable demands of the public seeking such services.

### **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 (excluding holidays) and available after hours, on-call, with a response time not to exceed sixty (60) minutes.
- (b) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.

### **Section 5-7. Insurance**

- (a) Except as otherwise provided for herein, Operator shall maintain 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 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.
- (c) In addition to the General Requirements set forth in Article 2 herein, 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:

	<b>Minimum Standard</b>
Contiguous Land without Hangar (Lessee Only)	10,890 SF
Contiguous Land with Hangar (Lessee Only)	21,780 SF
Apron (Lessee Only)	3 Aircraft
Customer Area (Lessee)	500 SF
Customer Area (sublessee)	Accessible
Administrative Area	100 SF
Hangar, if required (Lessee)	3,000 SF
Hangar, if required (sublessee)	Sufficient
Maintenance Area (if required)	500 SF

- (1) Contiguous Land (Lessee only) –All required Improvements including Apron, facilities, and Vehicle parking shall be located.
- (2) Apron/paved Tiedowns (Lessee only) shall be adequate to accommodate at least three (3) Aircraft having a minimum wingspan of forty (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 500 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.
  - b. Customer area (sublessee): Customers shall have access to customer lounge (if appropriate), public use telephone, and restrooms.
  - c. Administrative area shall be at least 100 square feet to include adequate space for employee offices, work areas, and storage.
  - d. Hangar area (Lessee), if required, shall be at least 3,000 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.



## AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

### **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 (at least primary and advanced flight training) being provided.
  - (1) Flight Training Operators shall have at least one (1) 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 two (2) FAA certified flight instructors (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.
  - (3) A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-Airport.

### **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 two (2) 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.
  - (1) If an Operator is only providing Light Sport Aircraft rental and/or flight training, two (2) Light Sport Aircraft may be substituted for the Aircraft requirements in Section 6-5(a).
    - a. Operator only providing Light Sport Aircraft rental and/or flight training is not required to provide an Aircraft equipped for and fully capable of flight under instrument conditions or a four-place Aircraft.
  - (2) If an Operator is only providing helicopter rental and/or flight training, two (2) helicopters may be substituted for the Aircraft requirements in Section 6-5(a).
    - a. Operator only providing helicopter rental and/or flight training is not required to provide an Aircraft equipped for and fully capable of flight under instrument conditions or a four-place Aircraft.
- (b) Flight Training Operators shall provide 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 (excluding holidays).
- (b) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.



**Section 6-7. Insurance**

- (A) Except as otherwise provided for herein, Operator shall maintain 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) The County has the right to require a Flying Club to furnish documents such as insurance policies, Club by-laws, meeting minutes and notifications, and a current list of members to ensure that the Club remains a non-commercial and non-profit organization. Each Flying Club shall be required to provide the County with indemnification and insurance at the limits and types determined by the County's Risk Management Department.
- (c) 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.
- (d) 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.
- (e) Private Flying Club Aircraft shall be used by only club members (owners).
- (f) No member (owner) shall use Private Flying Club Aircraft in exchange for compensation.
- (g) Each Private Flying Club member (owner) must have an ownership interest in Private Flying Club. Membership (owners) may not exceed forty-five (45) individuals.
- (h) Private Flying Club shall file and keep current with the Department a complete membership (owner) list and investment share held by each member (owner).



ARTICLE 7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR

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 herein, 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:

Table with 2 columns: Description and Minimum Standard. Rows include: Contiguous Land without Hangar (Lessee Only) - 10,890 SF; Contiguous Land with Hangar (Lessee Only) - 21,780 SF; Apron (Lessee Only) - 3 Aircraft; Customer Area (Lessee) - 500 SF; Customer Area (sublessee) - Accessible; Administrative Area - 100 SF; Hangar, if required (Lessee) - 3,000 SF; Hangar, if required (sublessee) - Sufficient; Maintenance Area (if required) - 500 SF.

- (1) Contiguous Land (Lessee only) – All required Improvements including Apron, facilities, and Vehicle parking shall be located.
(2) Apron/paved Tiedowns (Lessee only) shall be adequate to accommodate three (3) Aircraft having a minimum wingspan of forty (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 500 square feet to include adequate space for customer lounge, public use telephone, and restrooms.
b. Customer area (sublessee): Customers shall have access to customer lounge (if appropriate), public use telephone, and restrooms.
c. Administrative area shall be at least 100 square feet and shall include adequate space for employee offices, work areas, and storage.
d. Hangar area (Lessee), if required, shall be at least 3,000 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.



## AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

- 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).
- (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) employee, acting as the Chief Pilot, who holds a current FAA commercial pilot certificate, current Class I or II medical certificate, and ratings appropriate for the Aircraft listed on the operator's certificate and one (1) customer service representative on each shift.
- (2) Operator shall employ at least one (1) employee with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
- (3) A commercial pilot may fulfill the responsibilities of the customer services representative unless the commercial pilot is performing duties off-Airport.

### **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 single-engine (instrument-qualified) Aircraft.
- (1) If an Operator is only providing helicopter charter or aircraft management, one (1) helicopter may be substituted for the Aircraft requirements in Section 7-5(a).

### **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 (excluding holidays). After hours, on-call dispatch time shall be within six (6) hours of a customer request.
- (b) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.

### **Section 7-7. Insurance**

- (a) Except as otherwise provided for herein, Operator shall maintain 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 herein, 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:

	Minimum Standard
Contiguous Land without Hangar (Lessee Only)	10,890 SF
Contiguous Land with Hangar (Lessee Only)	21,780 SF
Apron (Lessee Only)	3 Aircraft
Customer Area (Lessee)	500 SF
Customer Area (sublessee)	Accessible
Administrative Area	100 SF
Hangar, if required (Lessee)	3,000 SF
Hangar, if required (sublessee)	Sufficient
Maintenance Area (if required)	500 SF

- (1) Contiguous Land (Lessee only) – All required Improvements including Apron, facilities, and Vehicle parking shall be located.
- (2) Apron/paved Tiedowns (Lessee only) shall be adequate to accommodate three (3) Aircraft having a minimum wingspan of forty (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 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 access to customer lounge (if appropriate), public use telephone, and restrooms.
  - c. Administrative area shall be at least 100 square feet and shall include adequate space for employee offices, work areas, and storage.
  - d. Hangar area (Lessee), if required, shall be at least 3,000 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) qualified Aircraft salesperson and have access to a demonstration pilot that has a current commercial pilot certificate with appropriate Aircraft type ratings.

**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 (excluding holidays).
- (b) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.

**Section 8-8. Insurance**

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



ARTICLE 9. AIRCRAFT STORAGE OPERATOR (SASO)

Section 9-1. Introduction

- (a) An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or subleasing (to the general public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
(1) Aircraft Storage Operator shall provide a list of the Based Aircraft stored within the SASO hangar facilities to the Department semi-annually.
(2) Aircraft Storage Operator shall ensure that hangar tenants only perform preventive Aircraft maintenance within the hangar on their own Aircraft to the extent permitted in 14 CFR Part 43, as now or hereafter amended.
(b) In addition to the General Requirements set forth in Article 2 herein, each Aircraft Storage 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 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

Table with 3 columns: Facility Type, Group I Piston and Turboprop Aircraft, Group II Piston and Turboprop Aircraft. Rows include Contiguous Land (Lessee Only), Customer Area (Lessee), Customer Area (Sublessee), Administrative Area, and Hangar.

Section 9-3. Personnel

- (a) All Aircraft handling personnel shall be trained in the safe and proper handling of Aircraft towing and movement. Acceptable training shall be NATA Safety 1st or an equivalent training program. SASO shall have at least one (1) trained employee on duty at all times.

Section 9-4. Hours of Activity

- (a) Operator shall have facilities available for sublessees' Aircraft removal and storage five (5) days a week (excluding holidays) eight (8) hours a day and available after hours, on-call, with a response time not to exceed sixty (60) minutes.
(b) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.

Section 9-5. Insurance

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





## **AIRCRAFT STORAGE OPERATOR (SASO)**

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- (b) Operator shall maintain the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements for a Temporary Specialized Aviation Service Operator as it pertains to Hangar Keeper's Liability if non-owned Aircraft are under the care, custody, and control of the Operator.



## SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

### ARTICLE 10. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

#### Section 10-1. 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, restoration, refurbishing, 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 (Specialized Flying Services)**- 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 herein, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Article 10.

#### Section 10-2. 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) – 10,890 square feet (for Group I Piston and Turboprop Aircraft) and 21,780 square feet (for Group II Piston and Turboprop Aircraft) 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 three (3) Aircraft having a minimum wingspan of forty (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 access to customer lounge (if appropriate), public use telephone, and restrooms.
    - c. Administrative area (if appropriate) shall be at least 100 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 3,000 square feet (for Group I Piston and Turboprop Aircraft) and 6,000 square feet (for Group II Piston and Turboprop Aircraft) 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.



## SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

- 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 10-3. 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. At least one (1) qualified employee that has the current required certificate, licenses, and ratings.

### **Section 10-4. 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 10-5. Hours of Activity**

- (a) Services shall be made available eight (8) hours per day, five (5) days per week (excluding holidays) if applicable and relevant. Otherwise, Operator shall be open and services shall be available during hours normally maintained by Entities operating similar businesses at comparable airports. After hours, on-call services should be available within four (4) hours of request.
- (b) The County recognizes that during catastrophic events (e.g., hurricane, etc.), Operator hours of Activity may not be able to be maintained.

### **Section 10-6. Insurance**

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



## TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)

### ARTICLE 11. TEMPORARY SPECIALIZED AERONAUTICAL SERVICE OPERATOR

#### **Section 11-1. 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 herein, each Temporary Specialized Commercial Aeronautical 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 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 11-3. 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 the County prior to Operator engaging in Activities on the Airport.
- (e) Aircraft Operator is responsible for assuring compliance of all Airport Regulatory Measures by the Temporary Specialized Aviation Service Operator while on the Airport.

#### **Section 11-4. 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.



## NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

### 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 (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 standard prerequisites 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, including but not limited to; State of Florida Fire Prevention Code, NFPA Codes, and all applicable environmental laws.
- (c) In addition to the applicable General Requirements set forth in Article 2 herein, 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 10<sup>th</sup> 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 facility located off the Airport.



## NON-COMMERCIAL SELF-SERVICE FUELING PERMITTEE

- (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) 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 AC's 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 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 SOP for fueling and shall ensure compliance with standards set forth in AC 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)**

Palm Beach County Park Airport		Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental, Flying Club, or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Aircraft Storage Operator	Specialized Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator	Non-Commercial Self-Service Fueling Permittee	
<b>COMMERCIAL GENERAL LIABILITY (Combined Single Limit)</b>												
Each Occurrence		\$2,500,000	\$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	
<b>VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)</b>												
		\$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	
<b>HANGAR KEEPERS LIABILITY (Largest Aircraft Accommodated)</b>												
SE Piston	Each Aircraft	\$1,000,000 Each Aircraft \$2,000,000 Each Occurrence	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000		
Group I	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
ME Piston	Each Aircraft		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
Group I	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Turboprop	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Group I	Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
Turboprop	Each Aircraft		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000		
Group II	Each Occurrence		\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000		
<b>AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)</b>												
SE Piston/Group I						\$1,000,000/\$100,000 sub limit per person				As required	As required	
ME Piston/Group I						\$1,000,000/\$100,000 sub limit per person				As required	As required	
Turboprop/Group I & II						\$5,000,000/\$250,000 sub limit per person				As required	As required	
Student and Renters					\$250,000							
<b>ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)</b>												
Each Occurrence		\$1,000,000									\$1,000,000	

\* Required for Operators possessing the care, custody, and control of non-owned Aircraft



## 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 \$1,000,000 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.