

# **Martin County Airport/Witham Field**

Minimum Standards for Aeronautical Activities



As approved by the  
Martin County Board of County Commissioners  
October 10, 2017



**MINIMUM STANDARDS**  
**for**  
**AERONAUTICAL ACTIVITIES**  
**at**  
**MARTIN COUNTY AIRPORT/WITHAM FIELD**

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## **SECTION 1 INTRODUCTION**

### **Section 1.1 - Introduction**

In order to encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related Aeronautical Activities at the Martin County Airport ("Airport"), Martin County ("County"), as the owner, proprietor, sponsor, and Operator of the Airport, has established these Minimum Standards and Requirements ("Minimum Standards").

Accordingly, the following sections set forth the Minimum Standards prerequisite to a person or Entity operating upon and engaging in one (1) or more Aeronautical Activities at the Airport. It is significant to note that these Minimum Standards are not intended to be all-inclusive. Any person or Entity engaging in aviation operations and/or Aeronautical Activities at the Airport will also be required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other similar regulatory measures pertaining to such Activities.

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determinations of "minimum" shall be from the County's point of view as the Airport owner, lessor, licensor, or permitter. All Operators are encouraged to exceed the "minimum" in terms of quality of facilities or services. No Operator will be allowed to occupy an area or conduct Activities at the Airport under conditions less than the "minimum."

Notwithstanding the above, the Board of County Commissioners ("Board") may temporarily or permanently modify, waive, delete, or amend any of the requirements herein with respect to a particular person or Entity upon a showing of good cause. The intent of this provision is to provide the Board with the reasonable flexibility to address individual concerns and issues and to recognize those instances where a rigid adherence to these Minimum Standards may not be in the Board's best interest. The specific provisions of these Minimum Standards that are to be modified, waived, deleted, or amended, shall be done at a public meeting.

### **Section 1.2 - Statement of Policy**

It is the intent of the County to plan, manage, operate, finance, and develop the Martin County Airport for the long-term financial health and safety of the Airport consistent with accepted Airport practices and applicable Federal, State, and local policies and regulations.

To this end, all applicants to perform Activities at the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if required), to occupy available Airport facilities and to provide appropriate Aeronautical Activities; subject, however, to the Minimum Standards as established by the County.

However, the granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording Operator any exclusive right of use of the premises and/or

facilities at the Airport, other than those premises which may be Leased exclusively to Operator, and then only to the extent provided in a written Lease, license, and/or permit.

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 Federal, State, and local laws, ordinances, codes, and other regulatory measures pertaining to such use. The County further reserves the right to designate the specific Airport areas in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose, and shall be consistent with the orderly and safe operation of the Airport.

While the Airport Administration has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and County policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Leases, licenses, and permits relating thereto is expressly reserved to the County by and through the Martin County Board of Commissioners ("Board of Commissioners").

Many types of Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific Minimum Standards for each. When specific Aeronautical Activities are proposed for the conduct on the Martin County Airport which do not fall within the categories heretofore documented, Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public demand for such service.

These Minimum Standards may be supplemented, amended, or modified by the County, from time to time, and in such manner and to such extent as is deemed appropriate by the County.

### **Section 1.3 - Severability Clause**

If one (1) or more clauses, sections, or provision of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

### **Section 1.4 - Conflicts with Existing Agreements**

These Minimum Standards are not retroactive. They do not affect the current term of any written Agreement properly executed prior to the date of adoption and approval of these same Minimum Standards; unless any such written Agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the County or if Operator desires to materially increase or expand its Activities, Operator shall then comply with the provisions of these Minimum Standards.

**Section 1.5 - Violations**

The County reserves the right to prohibit any Operator from using the Airport in connection with any such Operator's Aeronautical Activities upon determination by the County that such Operator has not complied with these Minimum Standards or has otherwise jeopardized the safety of entities utilizing the Airport or the property or operations of the Airport.

## **SECTION 2 GENERAL REQUIREMENTS**

### **Section 2.1 - General Requirements**

The following General Requirements shall apply to all Aeronautical Activities at the Airport. An Operator engaging in an Aeronautical Activity or Activities at the Airport must comply with the General Requirements of this section plus the Minimum Standards for each specific Aeronautical Activity.

#### **Section 2.1.1 - Agreement (General Requirements)**

No Entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the Entity and the County. Such Agreement will have a maximum initial term of 30 years. In addition, County may provide for optional extensions of Agreement, with agreed upon terms and conditions in accordance with State laws.

Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including but not limited to: term of the Agreement; rentals, fees, and charges, and the rights and obligations of the respective parties. The Agreement shall not reduce or limit the Entity's obligations with respect to these Minimum Standards.

#### **Section 2.1.2 - Approved Activities (General Requirements)**

Aeronautical Activities not explicitly discussed and/or identified in these Minimum Standards will be evaluated on a case by case basis, by the Airport Administration, County Administrator or designated representative and/or the Board of Commissioners, using concepts set forth in these Minimum Standards as guidelines.

#### **Section 2.1.3 - Fees and Charges (General Requirements)**

Operator shall pay the fees and charges specified by the County for the applicable Aeronautical Activities.

Information relative to fees and charges applicable to the Aeronautical Activity described herein will be made available to the prospective Operator by the Airport Administration at the time of application or contract negotiations regarding an Agreement.

#### **Section 2.1.4 - Leased Premises (General Requirements)**

Operator shall Lease and/or Sublease (or construct) sufficient ground space, facilities, and accommodations for the proposed Aeronautical Activity as stipulated in these Minimum Standards. Operator must provide copies of all Construction Agreements, Leases or Subleases to

the County, through the Airport Administration, at the time of application. When more than one (1) Activity is proposed or when Operator will be conducting Activities from an FBO Leasehold, as an approved sublessee, the minimum limits will vary (depending upon the nature of each Activity) and may not necessarily be cumulative.

Operator must provide a full description and conceptual drawing of the location of the ground space, facilities, and accommodations to be utilized for Operator's proposed Aeronautical Activity and a schedule of development. Operator must identify the location of Aircraft parking and staging areas, customer lounges, vehicle parking, and rest rooms.

The ground space shall include a paved walkway to accommodate pedestrian access to Operator's office, and when appropriate, a paved Aircraft apron with Tie-down or hangar facilities sufficient to accommodate the Activities being performed and the type of general aviation aircraft frequenting the Airport shall be included. Ground space shall also accommodate paved roadways and vehicle parking facilities to ensure direct vehicle access to the facilities without entering the AOA.

The facilities and floor space allotments shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction. It is the County's intent that all hangars built at the Airport shall be a minimum of 8,000 square feet. In all cases hangar size shall conform to the requirements of these Minimum Standards. In the case of a sublease from an FBO such Hangar shall also be in conformance with that FBO's approved development plan.

The public accommodations shall include telephones for customer use, rest rooms, sufficient on-site customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations. In the case of a Lease of existing facilities, either with an existing FBO or with the County, these Public Accommodations may be located in a common use area and in such case may be considered as up to 20% of the Leased premise requirements.

"Through-the-fence" rights will not be granted or allowed.

### **Section 2.1.5 - Site Development (General Requirements)**

In the case of a land Lease, a detailed development plan will be submitted to the County, through the Airport Administration, within four (4) months of the execution of an Agreement. The County reserves the right for final approval on location decisions.

Prior to construction of any new building, hangar, or other facility on the Leased premises or modifications of an existing structure, all construction plans must be submitted through the Airport Administration, and approved by the County. Approval will not be unreasonably withheld and must occur within a reasonable time frame. However, no approval by the County of any plans or specification or receipt thereof by the County shall be deemed or implied to constitute approval of said plans or specifications, and the County assumes no liability or

responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications for any purpose whatsoever, specifically including without limitation, compliance with design and construction standards established by the FAA, Florida Department of Transportation ("FDOT"), and/or any other agency that may have jurisdiction. All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the FDOT, and the County. Operator will be responsible for obtaining and complying with any and all building or other permits required by the County, Florida Department of Environmental Regulation, the South Florida Water Management District or any other agency that may have jurisdiction.

Operator is responsible for preparing the necessary FAA Form 7460-1, notice of Proposed Construction. After review by the County, the notice will be signed by the County and submitted to the FAA. Review and submittal will be completed within 45 days of receipt by the County. No construction may commence at the Airport until the notice is approved and returned to the County by the FAA. Any changes or restrictions the FAA may require to the notice must be complied with by Operator.

The County is under no obligation to construct and/or provide Aprons or Taxiways for Commercial and/or Non-Commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways or Taxilanes, these pavements shall meet all FAA standards for the largest Aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved, and where possible, located on Leased premises, and in compliance with County parking standards. The County reserves the right to assign parking spaces in a joint use parking lot in the case of a building Lease. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from accidentally driving onto runways and taxiways. Fences and gates shall meet or exceed FAA, FDOT and TSA security guidelines.

Any property not developed within two (2) years of execution of Agreement, or within twelve (12) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the County providing the necessary approvals and/or submission of documents will extend the development time line accordingly. Any changes to this provision must be agreed to by all parties in writing.

Operator will not place or cause to be placed any temporary, mobile, or modular structures on the Leased premises, except those that are directly related to approved constructions or alterations. The siting of temporary construction structures must be approved in writing by the County. In addition, no Activities may be performed from temporary or mobile structures.

### **Section 2.1.6 - Facility Maintenance (General Requirements)**

Operators must maintain the Leased premises in a neat and orderly condition. Operators must provide the necessary personnel to perform continuing maintenance upon their facilities, including related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and grass cutting.

In addition, Operators will provide all necessary apron cleaning services for the Leased premises, janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the facilities in good condition, reasonable wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Unless otherwise provided in the Lease maintenance will be at the sole expense of the Operator and will be subject to general monitoring by the Airport Administration and/or representative(s) designated by the County to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

#### **Section 2.1.7 - Products and Services (General Requirements)**

Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the Airport, provided that, lawful, fair, reasonable, and non-discriminatory discounts and other similar types of price reductions may be extended to like purchasers and users.

#### **Section 2.1.8 - Licenses, Permits, and Certifications (General Requirements)**

Operator shall obtain and comply with, at its sole expense, all necessary licenses and permits required for the conduct of Operator's Activities at the Airport as required by the County or any other duly authorized governmental agency having jurisdiction. Operator must obtain a County business tax receipt to engage in any commercial activity.

Operator shall not engage in any Activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Airport Administration with a copy of any such certification and shall continue to provide current copies of such certificates throughout the term of the Agreement.

#### **Section 2.1.9 - Personnel (General Requirements)**

Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards as set forth herein.

Operator shall provide a responsible person in the office to supervise the operations on the Leased premises and such person shall be authorized to represent and act for and on behalf of Operator during all business hours.

All personnel are required to hold the appropriate FAA certificates and ratings, as applicable.

### **Section 2.1.10 - Payment of Rents and Fees (General Requirements)**

No Entity shall be permitted to engage in Aeronautical Activities unless said Entity is current (not delinquent) in the payment of all rents, fees, or other sums accruing to the County under any and all Agreements with the County.

Operator's failure to remain current in the payment of all rents, fees, or other sums accruing to the County under any and all Agreements with the County will be grounds for revocation of the Agreement authorizing the conduct of Aeronautical Activities at the Airport.

### **Section 2.1.11 - Laws, Rules, and Regulations (General Requirements)**

Operator shall engage in Aeronautical Activities only in accordance with all applicable laws, rules, and regulations of the Federal Government, the State of Florida; and all other governmental bodies having jurisdiction including without limitation the regulations of the FAA and the U.S. Department of Transportation and the applicable ordinances, rules, and regulations of the County, including without limitation these Minimum Standards; all as may be changed from time to time.

### **Section 2.1.12 - Insurance (General Requirements)**

Operator shall keep and maintain all insurance required by law including for example and without limitation, insurance as required by the workers compensation laws of the State of Florida.

Operator shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the County for each Activity. The insurance company underwriting the required policy(ies) shall be licensed to write such insurance in the State of Florida.

When more than one (1) Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity, in combination) but will not necessarily be cumulative in all instances. It will not be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity; however, Operator will be required to obtain insurance for all exposures.

All insurance which Operator is required by the County to carry and keep in force shall name the County, its Board of Commissioners (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional insured.

Liability policies shall contain, or be endorsed to contain, the following provisions:

"The County, its Board of Commissioners (individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and operations of Operator; premises owned, occupied, or used by Operator; or vehicles owned,

leased, hired, or borrowed by Operator; any insurance or self-insurance maintained by the County, its Board of Commissioners (individually or collectively), representatives, officers, officials, employees, agents, or volunteers shall be excess of Operator's and shall not contribute with it."

"Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the County, its Board of Commissioners (individually and collectively), representatives, officers, officials, employees, agents, or volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the County."

Operator shall furnish to the County, through the Airport Administration, proper certificates that such insurance is in force and will furnish additional certificates upon any changes in insurance. In the event of cancellation or any modification of coverages, 30 days prior notification shall be conveyed to the County, through the Airport Administration, by the underwriter.

The applicable insurance coverages shall be in full force and effect and the above required certificates shall be delivered to the Airport Administration upon execution of any Agreement, Lease, or approved Sublease.

The limits of liability for each stipulated Aeronautical Activity represents the minimum required to operate at the Airport. The County strongly recommends that all Operators secure higher limits of liability coverage.

All Operators shall at their sole cost and expense, cause all buildings and improvements on the Leased premises to be kept insured to the full insurable value thereof against the perils of fire, wind, hail, flood (for any structure located in an 'A' or 'B' flood zone), extended coverage, vandalism and in amounts not less than the replacement cost of all buildings and improvements on the Leased premises. The proceeds of any such insurance paid on account of any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by the County, in writing.

Disclosure Requirement: Operators conducting rental or sales of Aircraft, or flight training shall post a notice and incorporate within their rental and instruction Agreements the coverages and limits provided to the renter/student by Operator, as well as a statement advising that additional coverage is available to such renter/student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Administration.

### **Section 2.1.13 - Indemnification and Hold Harmless (General Requirements)**

Operator shall defend, indemnify, protect, and completely hold harmless the County, its Board of Commissioners (individually and collectively), representatives, officials, officers, employees, and agents from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitrations, or costs at any time received, incurred, or accrued by the County, its Board of Commissioners (individually and collectively), representatives, officials, officers, employees, and agents as a result of, or arising out of Operators actions or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such case liability shall be shared in accordance with Florida principles of comparative fault.

### **Section 2.1.14 - Assignment, Subletting, and Encumbrances (General Requirements)**

All assignments, subletting, and encumbrances of Agreements between an authorized Operator and another Entity (not specifically prohibited herein) must receive prior written approval from the County.

A request for such written permission, prepared in as much detail as required by the County, will be submitted to the County, through the Airport Administration, for its review and approval which will be completed in a timely fashion. This does not apply to Activities provided for under the terms of an existing Agreement, including rental of Tie-downs and Hangar space for storage of Aircraft. Permission will not be unreasonably withheld and response to requests will be made within a reasonable time after receipt by the County.

### **Section 2.1.15 - Taxes (General Requirements)**

Operator shall, at its sole cost and expense, pay any and all taxes for which it is responsible or which may be assessed against it.

### **Section 2.1.16 - Signage (General Requirements)**

Operator shall not erect, maintain, or display any sign on the Leased premises or elsewhere on the Airport without the prior written consent of the County and Airport Administration. At a minimum, all signage must meet such requirements and standards as the County and Airport may require.

### **Section 2.1.17 - Environmental Compliance (General Requirements)**

All Operators, specifically including without limitation, all Operators who dispense fuel, store fuel, and perform Aircraft or Aircraft Compound or Manufacturing Maintenance, shall strictly

comply with all Federal, State, and local laws, rules, and regulations concerning the handling, use, and storage of fuel, oil, solvents, chemicals, and other hazardous materials.

Operators will not engage in, or permit on the Leased premises, the stripping and/or painting of Aircraft or any other vehicle, except following prior review by and written permission from the County. This does not include painting of minor Aircraft parts and assemblies required as part of a maintenance or repair procedure.

Each Operator handling, using, or storing fuel, oil, solvents, chemicals and/or hazardous materials at the Airport shall provide a written report to the Airport Administration, updated annually, identifying all fuel, oil, solvents, chemicals, and hazardous materials used or stored at the Airport and describing the measures taken by Operator to comply with all applicable Federal, State, and local laws, rules, and regulations. All Operators shall be subject to inspection by or on behalf of the County for compliance with this standard at any time during normal business hours.

Each Entity will be required to secure necessary Federal, State, and local permits regarding the existence of rare, endangered, or threatened species and habitat.

#### **Section 2.1.18 - Safety of Property, Others (General Requirements)**

All Aeronautical Activities at the Airport shall at all times be conducted with due consideration of the property of the County and others located at or about the Airport and the safety of all Airport users.

#### **Section 2.1.19 - Suspension, Revocation of Privileges (General Requirements)**

The County reserves the right to suspend or revoke Airport privileges, on a temporary or permanent basis, to any Operator failing to abide by these Minimum Standards or any applicable Federal, State, or local law, rule, regulation, ordinance, or standard governing the Airport or any applicable Aeronautical Activity.

#### **Section 2.1.20 - Security (General Requirements)**

Each Operator shall observe all security requirements of FAR Part 107, as applicable, and any special security program promulgated by the County for the Airport and in effect from time to time, and shall take such steps as may be necessary or directed by the County to insure that officers, employees, representatives, invites, and guests of Operator observe such requirements.

**Section 2.1.21 - County, Board of Commissioners, and Airport Administration (General Requirements)**

The Airport is owned and administered by the County. The County is governed by and through its Board of Commissioners. Only the Board of Commissioners can amend or modify these Minimum Standards on behalf of the County.

The County Administrator has authorized and directed that the Airport Administration obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with the County under these Minimum Standards. In addition, all official inquiries to the County regarding these Minimum Standards and/or compliance therewith should be directed to the Airport Administration. The Airport Administration shall be responsible for enforcement of these Minimum Standards, and no approval or consent required to be given hereunder shall be valid unless given in writing by the County. Any notice required to be given hereunder to the County shall be given in writing and addressed to the Airport Administration at the address provided in paragraph 2.1.22, below.

**Section 2.1.22 - Notices, Requests for Approval, Applications, and Other Filings (General Requirements)**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the County and any notice or communication required or permitted to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be personally served, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person, or one (1) day after delivery to the office of such overnight courier service, or three (3) days after depositing the same in the United States Mail, postage and registration fees prepaid, properly addressed to Operator or prospective Operator at its principal place of business (or such other address as it may have provided to the County) or, as the case may be, to the County, through Airport Administration, at the following address:

Martin County Airport/Witham Field Airport Administration Office  
1805 Southeast Airport Road Stuart, Florida 34996  
Telephone: 772-221-2373  
772-221-2374  
Facsimile: 772-221-2381

## **SECTION 3 FIXED BASE OPERATIONS (FBO)**

### **Section 3.1 - Fixed Base Operator (FBO)**

Definition: A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple services to Aircraft. Such services shall include, at a minimum, the sale of Aviation Fuel/Lubricants; Aircraft Tie-down, Hangaring, and Parking; Aircraft Maintenance; and, Ancillary Ground Services and Support.

In addition to the General Requirements set forth in Section 2 hereof, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards.

#### **Section 3.1.1 - Scope of Activity (FBO)**

FBO shall conduct its FBO business and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced FBOs providing comparable products, services, and engaging in similar Activities from similar sized facilities in like markets.

All services and products that the FBO is required to provide must be provided by the FBO through the FBO's employees.

FBO products and services shall include, at a minimum, the following:

##### **Aircraft Fueling (both Jet and Avgas):**

The FBO shall be capable of providing a response time not to exceed 15 minutes during required hours of operation.

The FBO shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Airport.

The FBO shall have an approved written Spill Prevention Contingency and Control Plan ("SPCC Plan") which meets County, Federal, and State regulations. An updated copy of such SPCC Plan shall be filed with the Airport Administration at least five (5) days prior to actual implementation.

##### **Tie-down, Hangaring, and Parking.**

The FBO shall comply with minimums identified in Leased premises set forth under Section 2 of the Minimum Standards.

##### **Aircraft Maintenance.**

The FBO shall be qualified to perform preventative maintenance (as defined in FAR Part 43) on the airframes, powerplants, and associated systems of general aviation Aircraft up to 12,500 pounds gross weight.

The FBO can remain in compliance with these Minimum Standards for the provision of Aircraft Maintenance by:

- Use of an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO's Leased premises, or;
- Contracting with an on-call authorized aircraft repair contractor. The FBO will need to validate the on-call contractor. Operator must list the Airport as additional insured on their insurance certificate.

#### Ancillary Ground Services and Support

Compressed Air Services

Towing of Aircraft

Ground Power Services

Aircraft Recovery Services

Lavatory / Water Services

#### **Section 3.1.2 - Leased Premises (FBO)**

A minimum of 20 acres of land upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

Paved parking facilities for a minimum of 35 Aircraft.

A paved ramp adequate to accommodate all Activities of the FBO and all approved sublessee(s) of FBO (but not less than two (2) acres) plus paved access to taxiways.

At least 40,000 square feet of common storage hangar space with no hangar less than 8,000 square feet. A minimum 8,000 square feet must be "dedicated" to the storage of tenant Aircraft. Upon completion of the minimum hangar requirements the FBO may construct hangars of less than 8,000 square feet provided that any such hangar is not less than 5,000 square feet and is part of the FBO's approved development plan.

At least 6,500 square feet of facilities including adequate space for crew and passenger lounge, administration, operations, and rest rooms.

Sufficient paved vehicle parking space to accommodate FBO and tenant customers, passengers, and employees on a daily basis.

#### **Section 3.1.3 - Fuel Storage Facility (FBO)**

Construct (or install), maintain, or have access to an on-Airport above-ground fuel storage facility in a location approved by the County. Said fuel storage facility shall have minimum total

capacity for three (3) days supply of aviation fuel for Aircraft being serviced by FBO. In no event shall the minimum total capacity be less than:

- A. 45,000 gallon facility for Jet A fuel storage; and
- B. 12,000 gallon facility for Avgas storage; and
- C. Demonstrated capabilities to expand fuel storage capacity within a reasonable time period.

The design and construction of the fuel storage facility shall comply with the rules and regulations of Federal and State regulatory agencies and all other applicable laws, rules, regulations, and guidelines including, but not limited to, NFPA 30, Industrial Standards; current FAA Advisory Circular AC 150/5230-4B, including all Appendices; and current Florida Department of Environmental Protection (FDEP) rules and regulations governing design, construction, and operation of hydrocarbon fuel facilities.

FBO will be required to install an oil/water separator with suitable storage tank if surveys indicate the presence of ground and/or well water contamination, or it is required by future law, statute, or regulation.

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

### **Section 3.1.4 - Fueling Equipment (FBO)**

At least three (3) mobile dispensing single product trucks (also referred to as Aircraft Fuel Servicing Tank Vehicle, Fueler, Mobile Dispensing Truck, or Mobile Unit). At least two (2) JetA trucks having a minimum capacity of 3,000 gallons are required. At least one (1) Avgas truck having a minimum capacity of 750 gallons is required.

Fuel dispensing units must be equipped with metering devices which meet all applicable legal requirements. The mobile unit dispensing Jet fuel must have over-the-wing and single point Aircraft servicing capability. Mobile dispensing single product trucks must be bottom loaded.

Each mobile dispensing tank and self-service dispensing unit shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by:

These Minimum Standards and any other rules and regulations of the County and the Airport.

State of Florida Fire Code and Fire Marshall's Codes.

National Fire Protection Association (NFPA) Codes.

14 CFR Part 139, Airport Certification, Section 139.321, Handling and Storing of Hazardous Substances and Materials.

Applicable FAA Advisory Circulars (AC), including AC-00-34A, "Aircraft Ground Handling and Servicing," and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles used on an Airport."

### **Section 3.1.5 - Equipment (FBO)**

Adequate Tie-down Equipment, including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure Tie-down Aircraft.

Adequate equipment for washing of Aircraft windows.

Two (2) Ground power units.

Two (2) Lavatory service carts.

Courtesy vehicles - at least one (1) vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.

Two (2) Aircraft tugs with rated draw bar capacity of not less than 8,000 pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of the general aviation Aircraft normally frequenting the Airport.

Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained within all hangars, on ramp areas, at fuel storage facilities, and on all fueling trucks.

Compressed Air Unit - at least one (1) compressed air unit for inflating tires shall be readily available at all times.

Vehicle Liability Insurance: bodily injury and property damage on all vehicles used by FBO.

Hangarkeepers Liability Insurance: an amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of FBO.

### **Section 3.1.6 - Personnel (FBO)**

Personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name, and the employee must display their badge. Personnel uniforms shall at all times be professional and properly maintained.

Personnel engaged in dispensing Aircraft fuels, accepting fuel shipments, and Aircraft ground handling operations shall be properly trained in all associated safety procedures and shall conform to the best practices of such operations. This includes meeting the standards of FAA Advisory Circular 150/5230-4, Appendix 7, Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports, Paragraph 4. Fueling Personnel, Subparagraphs b. and c., and all other applicable laws, rules, and regulations.

In accordance with all applicable laws, regulations, and appropriate industry practices, the FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling operations and shall insure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling fuel storage tanks and tank trucks. The FBO's SOP must be submitted to the Airport Director no later than 60 days after the FBO commences Activities at the Airport. Inspections will be conducted by the Airport Director on a periodic basis to ensure compliance.

A minimum of three (3) properly trained and qualified employees, on each shift, providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of one (1) properly trained and qualified employee, on each shift, during defined business hours, to provide ancillary customer service and support.

### **Section 3.1.7 - Hours of Operation (FBO)**

Fueling, customer services, and ancillary services shall be continuously offered and available to the public seven (7) days a week, from 6:00 AM to 10:00 PM and available after hours, on-call, with response time not to exceed two (2) hours.

### **Section 3.1.8 - Aircraft Recovery Services (FBO)**

Recognizing that Aircraft recovery is the responsibility of the Aircraft Owner/Operator, the FBO shall be prepared to provide assistance in order to maintain the operational readiness of the Airport's runway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the typical itinerant general aviation Aircraft using the Airport.

### **Section 3.1.9 - Insurance (FBO)**

FBO shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury and property damage on all vehicles used by FBO.

Hangarkeepers Liability: an amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of FBO.

## **SECTION 4 SPECIALIZED AVIATION SERVICE OPERATORS (SASO)**

### **Section 4.1 - Aircraft Airframe and Power Plant Repair and Maintenance Operator (SASO)**

Definition: An Aircraft Airframe and Power Plant Repair and Maintenance Operator is an Entity engaged in the business of providing Airframe and Powerplant Repair and Maintenance services which includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Airframe and Power Plant Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

#### **Section 4.1.1 - Scope of Activity (SASO)**

Operator shall conduct airframe and powerplant repair and maintenance services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

#### **Section 4.1.2 - Leased Premises (SASO)**

**Section 4.1.2.1** - Operator leasing unimproved land from the County shall Lease a minimum of two (2) acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one (1) acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping and stormwater management facilities will be located.

Ramp space equal to or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least one (1) hangar of a minimum of 8,000 square feet on Operator's Leasehold for Aircraft Maintenance.

At least 2,500 square feet of office, lounge, shop space and part storage with adequate space for customer lounge, administration, shops, and rest rooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the AOA.

**Section 4.1.2.2** - Operator, including a sub-lessee of an FBO or a lessee of the County and leasing existing building(s) from the County and engaging in Aeronautical Activities as authorized by Agreements approved by the County, shall adhere to the following leased premises requirements:

All hangar facilities shall be adequate to accommodate operator's business and shall be either a minimum of: i) 8,000 square feet; or ii) the size specified in the applicable FBO approved development plan.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

At least 1,750 square feet of office and shop space "dedicated" to the administration and provision of airframe and powerplant repair and maintenance Activities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the AOA.

#### **Section 4.1.3 - Licenses and Certifications (SASO)**

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Airport Administration. Operator must acquire the certificate within six (6) months. Due to delays caused by the FAA, Operator may request from the County, through the Airport Administration, an extension to extend the (6) month deadline, which will not be unreasonably withheld. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed.

#### **Section 4.1.4 - Personnel (SASO)**

Operator shall provide a sufficient number of personnel (at a minimum of one (1) FAA licensed airframe and powerplant mechanic) to adequately and safely carry out airframe and powerplant repair and maintenance services in a courteous, prompt, and efficient manner and meeting the reasonable demands of the public.

Operator shall employ sufficient repair personnel who are current and properly certified by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings.

#### **Section 4.1.5 - Equipment (SASO)**

Operator shall provide sufficient shop space, equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

#### **Section 4.1.6 - Hours of Operation (SASO)**

Operator Leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) consecutive hours a day and available after hours, on-call, with response time not to exceed one and one half (1-1/2) hours..

#### **Section 4.1.7 - Insurance (SASO)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Hangarkeepers Liability: an amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of Operator.

#### **Section 4.2 - Aircraft Rental / Flying Club Operator**

Definition:

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

A Flying Club Operator is an Entity comprised of an association or group of more than three (3) individuals jointly owning or leasing an Aircraft to its members (where payment is made to the club for the operating time of the Aircraft), but which does not meet the requirements established for exempt Flying Clubs.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Rental/Flying Club Operator at the Airport shall comply with the following Minimum Standards.

##### **Section 4.2.1 - Scope of Activity (A/C Rental Flying Club)**

Operator shall conduct its Aircraft Rental Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

## **Section 4.2.2 - Leased Premises (A/C Rental - Flying Club)**

**Section 4.2.2.1** - Operator leasing unimproved land from the County shall Lease a minimum of two (2) acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in two (2) acre increments and shall be adjacent or contiguous.

A minimum ground area of two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

At least one (1) hangar of a minimum of 8,000 square feet on Operator's Leasehold

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least 1,500 square feet of office and lounge with adequate space for customer/member lounge, administration, and rest rooms.

Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

**Section 4.2.2.2** - Operator, including a sublessee of an FBO or a lessee of the County and leasing existing building(s) or office space from the County and engaging in Aeronautical Activities as authorized by Agreement approved by the County, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to or within close proximity of Operator's facility.

At least 200 square feet of office space "dedicated" to the administration and provision of Aircraft Rental Activities as outlined in paragraph 2.1.4 (Leased Premises).

Sufficient paved vehicle parking space to accommodate all customers/members and employees on a daily basis.

### **Section 4.2.3 - Licenses and Certifications (A/C Rental - Flying Club)**

Operator shall have in its employ at least (1) person having current FAA certified flight instructor ratings and which is current in all Aircraft models offered for rental.

### **Section 4.2.4 - Personnel (A/C Rental - Flying Club)**

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Rental/Flying Club services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

### **Section 4.2.5 - Equipment (A/C Rental - Flying Club)**

Operator shall have available for rental, either owned by or under written Lease to Operator and under the exclusive control of Operator, at least three (3) certificated currently airworthy Aircraft, at least one of which must be capable of flight under instrument conditions.

### **Section 4.2.6 - Hours of Operation (A/C Rental - Flying Club)**

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

### **Section 4.2.7 - Exempt Flying Club/Parachute Club (A/C Rental - Flying Club)**

All Minimum Standards for Aircraft Rental Operators shall apply to exempt Flying Clubs except for "Hours of Operation."

To be exempt from the Commercial Club requirements, the following conditions must exist:

The club shall be a non-profit Entity (corporation, association, or partnership) registered and current with the State of Florida and organized for the express purpose of providing its members with Aircraft for "personal use and enjoyment only."

Each member of the club must be a bona fide owner of the Aircraft or a shareholder, member, or director of the non-profit Entity.

The club may not derive profit from the operation, maintenance, and/or replacement of its Aircraft. Flight instruction may be given in club Aircraft to club members, provided such instruction is given by Operator based at the Airport authorized to provide flight training services or by a properly certified instructor who is a bona fide club member and who shall not receive any compensation for such services.

Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic in accordance with Federal Aviation Regulation Part 43. All other maintenance which is based at the Airport must be provided by an Operator based on the

Airport authorized to provide such Aircraft Maintenance service, or by a properly certified mechanic who is a bona fide club member.

Aircraft will not be used by other than bona fide members and by no one for Commercial Operations. Commercial Aeronautical services shall not be provided.

The club shall file and keep current with the Airport Administration a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current, with the Airport, a complete list of the clubs' members including names, addresses and contact information of the directors and officers and the investment shares owned by each member, the number and type of Aircraft owned by club, evidence that ownership of club Aircraft is vested in the club, and the operating names of the club. The books and other records of the club shall be made available for review at any reasonable time as requested by the County.

Operator shall provide certificates of insurance listing each club member as named insured and evidencing the same coverages as required by the aforementioned commercial "Flying Club."

#### **Section 4.2.8 - Insurance (A/C Rental - Flying Club)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

#### **Section 4.3 - Flight Training Operator (Flight Training)**

Definition: A Flight Training Operator is an Entity engaged in instructing pilots in fixed or rotary wing Aircraft operations and providing such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

A Small Flight Training Operator (SFTO) will be defined as operating three (3) to fourteen (14) fixed and/or rotary wing Aircraft.

A Large Flight Training Operator (LFTO) will be defined as operating fifteen (15) or more fixed and/or rotary wing Aircraft.

In addition to the General Requirements set forth in Section 2 hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards:

### **Section 4.3.1 - Scope of Activity (Flight Training)**

Operator shall conduct its flight training services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

### **Section 4.3.2 - Leased Premises (Flight Training)**

**Section 4.3.2.1** - Operator leasing unimproved Land from the County shall meet or exceed the requirements listed below upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

SFTO: A minimum ground area two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

LFTO: A minimum ground area of five (5) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

SFTO: At least one (1) hangar of a minimum of 8,000 square feet on Operator's Leasehold.

LFTO: At least one (1) hangar of a minimum of 12,000 square feet on Operator's Leasehold.

SFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than twice the size of the Operator's hangar. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

LFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate fifteen (15) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

SFTO: Operator shall provide at least 1,500 square feet of space for customer lounge, administration, rest rooms, and classroom facilities.

LFTO: Operator shall provide at least 1,500 square feet of space for customer lounge, administration, and rest rooms; and at least 1,500 square feet for classroom facilities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities shall be provided.

**Section 4.3.2.2.** - Operator, including a sublessee of an FBO or a lessee of the County and leasing existing building(s) or office space from the County and engaging in Aeronautical Activities as authorized by Agreement approved by the County, shall adhere to the following Leased premises requirements:

SFTO: All facilities shall be adequate to accommodate Operator's business.

LFTO: All facilities shall be adequate to accommodate Operator's business.

Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

SFTO: Operator shall provide at least 500 square feet of office space "dedicated" to administration and provision of flight training Activities as outlined in paragraph 2.1.4 (Leased Premises).

LFTO: Operator shall provide at least 1,500 square feet of office space "dedicated" to administration and provision of flight training Activities as outlined in paragraph 2.1.4 (Leased Premises).

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities shall be provided.

### **Section 4.3.3 - Licenses and Certifications (Flight Training)**

Operator shall make an application to the FAA for Part 141 Certification and submit a copy of application to the Airport Administration. Operator must acquire the certificate within six (6) months. Due to delays caused by the FAA, Operator may request from the County, through the Airport Administration, an extension to extend the (6) month deadline, which will not be unreasonably withheld.

SFTO shall have in its employ at Lease one (1) flight instructor who is properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

LFTO shall have in its employ at Lease five (5) flight instructor who is properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

#### **Section 4.3.4 - Personnel (Flight Training)**

Operator shall provide a sufficient number of personnel to adequately and safely carry out flight training services and Activities in a courteous, prompt, and efficient manner adequate to meet the demands of the public seeking such services.

#### **Section 4.3.5 - Equipment (Flight Training)**

SFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than three (3) properly certified Aircraft, at least one (1) of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation.

LFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than fifteen (15) properly certified Aircraft, at least five (5) of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation, at least one (1) of which must be multi-engine Aircraft, at least two (2) of which must be complex Aircraft, and at least one (1) of which must be High Performance Aircraft

Training equipment shall include, at a minimum, adequate mock-ups, pictures, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the training period offered.

#### **Section 4.3.6 - Hours of Operation (Flight Training)**

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.

#### **Section 4.3.7 - Insurance (Flight Training)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

Additionally, Operator must have a contract in place or equipment and personnel on hand to remove disabled aircraft from the runway.

#### **Section 4.4 - Aircraft Charter, Air Taxi, and/or Air Ambulance Operator**

Definition: An Aircraft Charter, Air Taxi, and/or Air Ambulance Operator is an Entity engaged in the business of providing air transportation (for persons or property) to the general public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Regulations.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Charter, Air Taxi, and/or Air Ambulance Operator at the Airport shall comply with the following Minimum Standards:

##### **Section 4.4.1 - Scope of Activity (Aircraft Charter/Air Taxi/Air Ambulance)**

Operator shall conduct its Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

##### **Section 4.4.2 - Leased Premises (Aircraft Charter/Air Taxi/Air Ambulance)**

*Section 4.4.2.1* - Operator leasing unimproved land from the County shall Lease a minimum of two acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

At least one (1) hangar of a minimum of 8,000 square feet on Operator's Leasehold

Ramp space equal to the total number of Aircraft in Operator's fleet or current inventory but no less than the space required to accommodate two (2) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall provide at least 1,500 square feet of office and lounge with adequate space for customer lounge, administration, and restrooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

**Section 4.4.2.2** - Operator, including a sublessee of an FBO or a lessee of the County and leasing existing building(s) or office space from the County and engaging in Aeronautical Activities as authorized by Agreement approved by the County, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate Operator's business.

Ramp space equal to the total number of Aircraft in Operator's fleet or current inventory but no less than the space required to accommodate two (2) Aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

Operator shall provide at least 750 square feet of office space "dedicated" to the administration and provision of Aircraft Charter, Air Taxi, and/or Air Ambulance Activities as outlined in paragraph 2.1.4 (Leased Premises).

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

#### **Section 4.4.3 - Licenses and Certifications (Aircraft Charter/Air Taxi/Air Ambulance)**

Operator shall have and provide copies to the Airport Administration of all appropriate FAA and U.S. Department of Transportation 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 the FAA issued operating certificate.

#### **Section 4.4.4 - Personnel (Aircraft Charter/Air Taxi/Air Ambulance)**

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the Leased premises.

Operator shall have in its employ a sufficient number of qualified Commercial and/or Airline Transport rated pilots.

#### **Section 4.4.5 - Equipment (Aircraft Charter/Air Taxi/Air Ambulance)**

Operator shall provide, either owned or under written Lease to Operator and under the exclusive control of Operator, not less than two (2) certified and continuously airworthy Aircraft with at least one (1) multi-engine, all weather Aircraft.

#### **Section 4.4.6 - Hours of Operation (Aircraft Charter/Air Taxi/Air Ambulance)**

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day. After hours, on-call response time to customer inquiries shall not exceed one (1) hour.

#### **Section 4.4.7 - Insurance (Aircraft Charter/Air Taxi/Air Ambulance)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

#### **Section 4.5 - Avionics, Instrument, and/or Propeller Repair Operator**

Definition: An Avionics, Instrument, and/or Propeller Repair Operator is an Entity engaged in the business of repairing Aircraft radios, electrical systems, propellers, instruments, and/or accessories. This category includes the sale of new or used Aircraft radios, propellers, instruments, and/or accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Avionics, Instrument, and/or Propeller Repair Operator at the Airport shall comply with the following Minimum Standards.

##### **Section 4.5.1 - Scope of Activity (Avionics/Instrument/Propeller Repair)**

Operator shall conduct its Avionics, Instrument, and/or Propeller Repair services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

##### **Section 4.5.2 - Leased Premises (Avionics/Instrument/Propeller Repair)**

**Section 4.5.2.1** - Operator leasing unimproved land from the County shall Lease a minimum of two (2) acres upon which the required improvements shall be constructed. Additional land required by the Operator land shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

At least one (1) hangar of a minimum of 8,000 square feet on Operator's Leasehold

Ramp space equal to or greater than two (2) times the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least 2,500 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, and restrooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily

**Section 4.5.2.2** - Operator, including a sublessee of an FBO or a lessee of the County and leasing existing building(s) or office space from the County and engaging in Aeronautical Activities as authorized by Agreement approved by the County, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

At least 750 square feet of office and shop space "dedicated" to the administration and provision of Avionics, Instrument, or Propeller Repair.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

**Section 4.5.3 - Licenses and Certifications (Avionics/Instrument/Propeller Repair)**

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of Avionics Repair, the ratings shall, at a minimum, be for Class 1 and Class 2 repairs.

#### **Section 4.5.4 - Personnel (Avionics/Instrument/Propeller Repair)**

Operator shall provide a sufficient number of personnel to adequately and safely carry out Avionics, Instrument, or Propeller Repair services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Operator shall employ a sufficient number of personnel with Aircraft radio, electrical systems, instruments, and propeller repair ratings, appropriate to the category of work being performed.

#### **Section 4.5.5 - Equipment (Avionics/Instrument/Propeller Repair)**

Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair Operator.

#### **Section 4.5.6 - Hours of Operation (Avionics/Instrument/Propeller Repair)**

Operator shall have its premises open and services available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

#### **Section 4.5.7 - Insurance (Avionics/Instrument/Propeller Repair)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Hangarkeepers Liability: An amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of Operator.

#### **Section 4.6 - Aircraft Sales Operator**

Definition: An Aircraft Sales Operator is an Entity engaged in the sale of new or used Aircraft or Aircraft components.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

#### **Section 4.6.1 - Scope of Activity (Aircraft Sales)**

Operator shall conduct its Aircraft sales services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually

exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

#### **Section 4.6.2 - Leased Premises (Aircraft Sales)**

**Section 4.6.2.1** - Operator leasing unimproved land from the County shall Lease a minimum of two (2) acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

At least one (1) hangar of a minimum of 8,000 square feet on Operator's Leasehold

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall provide at least 1,250 square feet for office, lounge, administration, and rostrums.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

**Section 4.6.2.2** - Operator, including a sublessee of an FBO or a lessee of the County and leasing existing building(s) or office space from the County and engaging in Aeronautical Activities as authorized by Agreement approved by the County, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp shall be adjacent to or within close proximity to Operator's facilities.

Operator shall provide at least 500 square feet of office space "dedicated" to the administration and provision of Aircraft Sales Activities as outlined in paragraph 2.1.4 (Leased Premises).

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

### **Section 4.6.3 - Dealership (Aircraft Sales)**

An Operator which is an authorized factory sales franchise, dealer, or distributor shall have available or on call at least one (1) current model demonstrator of Aircraft in its authorized product line. Demonstrations of additional models of the manufacturer for which a dealership is held shall also be available.

### **Section 4.6.4 - Licenses and Certifications (Aircraft Sales)**

Operator shall employ, or have available on call, a sufficient number of pilots with instructor ratings who shall be current in all models to be demonstrated.

### **Section 4.6.5 - Personnel (Aircraft Sales)**

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft sales services in a courteous, prompt, and efficient manner adequate to meet the reasonable demand of the public seeking such services on the Leased premises.

### **Section 4.6.6 - Equipment (Aircraft Sales)**

Necessary and satisfactory arrangements for repair and servicing of Aircraft shall be provided in accordance with any sales guarantee of warranty period.

### **Section 4.6.7 - Hours of Operation (Aircraft Sales)**

Operator's Leased premises shall be open and service shall be available to meet public demand for this category of service at least five (5) days a week, eight (8) hours a day.

### **Section 4.6.8 - Insurance (Aircraft Sales)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

## **Section 4.7 - Specialized Commercial Aeronautical Operator (SCAO)**

A Specialized Commercial Aeronautical Operator is an Entity engaged in providing limited specialized Aircraft Services and Support, miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory repair and maintenance (for example, washing, painting, upholstery, aircraft restoration, etc.) or other miscellaneous Activities directly related to Aircraft support.

Miscellaneous Commercial Services and Support - are defined as Ground Schools, Simulator Training, Charter Flight Coordinators, Aircrew or Aviation Management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

Air Transportation Services for Hire - are defined as non-stop sight-seeing 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, firefighting, power line, underground cable, or pipe line patrol; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous Activities directly related to air transportation service (for example, helicopter operations in construction or repair work).

In addition to the General Requirement set forth in Section 2 hereof, each specialized commercial aeronautical Operator at the Airport shall comply with the following Minimum Standards:

### **Section 4.7.1 - Scope of Activity (SCAO)**

Operator shall conduct its Specialized Commercial Aeronautical Services and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

### **Section 4.7.2 - Leased Premises (SCAO)**

**Section 4.7.2.1** - Operator leasing unimproved land from the County shall Lease a minimum of two (2) acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

A minimum ground area of two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

At least one (1) hangar of a minimum of 8,000 square feet on Operator's Leasehold

Ramp space equal to the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall develop adequate facilities to accommodate space for office, lounge, administration, and rostrums.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

**Section 4.7.2.2** - Operator, including a sublessee of an FBO or a lessee of the County leasing existing building(s) or office space and engaging in Aeronautical Activities as authorized by Agreement approved by the County, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

**Section 4.7.3 - Licenses and Certifications (SCAO)**

Operator shall have and provide to the Airport Administration evidence of all proper Federal, State, and local licenses and certificates required.

**Section 4.7.4 - Personnel (SCAO)**

Operator shall provide a sufficient number of personnel to adequately and safely carry out its Specialized Commercial Aeronautical Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking services.

**Section 4.7.5 - Equipment (SCAO)**

Operator shall provide and have based at the Airport, either owned or under written Lease to Operator, sufficient equipment, supplies, and availability of parts, including, if appropriate, at least one (1) airworthy Aircraft to meet all applicable Federal, State, and local laws, rules, and regulations with respect to the Activities to be performed.

**Section 4.7.6 - Hours of Operation (SCAO)**

Operator's Leased premises shall be open and services shall be available during normal business hours.

Operator shall make provision for personnel to be in attendance in its office at all times during the required operating hours or shall have an answering service, page system, or other acceptable method for the public to contact Operator.

#### **Section 4.7.7 - Insurance (SCAO)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

#### **Section 4.8 - Noncommercial Hangar Operator**

Definition: A Noncommercial Hangar Operator is an Entity which develops and constructs or Leases existing buildings, either from the County or as a sublessee of an FBO, a hangar structure(s) for the sole purpose of storing an Aircraft which is either owned or Leased for Noncommercial, private (not for hire), personal, and/or recreational purposes only.

In addition to the General Requirements set forth in Section 2 hereof, each non-commercial aviation Operator at the Airport shall comply with the following Minimum Standards.

##### **Section 4.8.1 - Scope of Activity (Noncommercial Hangar Operator)**

Operator shall use the Leased premises solely to store and maintain Aircraft owned and/or Leased and utilized by Operator for Noncommercial purposes.

No Commercial Activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or from the Leased premises.

Operator shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any Entity. In the event Operator desires to self-fuel, Operator shall be required to arrange for storage of fuel either with an approved FBO or at an off-airport site. Operator wishing to self-fuel must receive prior written consent of the County prior to initiation of such practice.

Operator shall not be permitted to Sublease ground, hangar, ramp, office, or shop space within the Leased premises to any Entity for any purpose.

## **Section 4.8.2 - Leased Premises (Noncommercial Hangar Operator)**

**Section 4.8.2.1** - Operator leasing unimproved land from the County shall lease a minimum ground area of two (2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous. Ramp space shall be sufficient to provide reasonable Aircraft access to and from hangar. The County is under no obligation to construct and provide Aircraft aprons or taxiways for personal and private use. In the event the location of the facility requires the construction of aprons and/or taxiways, these areas shall meet all FAA standards for the largest Aircraft type anticipated to use Operator's facility.

**Section 4.8.2.2** - Operator subleasing land from an FBO shall lease land adequate to meet the requirements of the County's Development Codes.

In addition, development, if applicable, shall include roadway(s) which is sufficient to provide reasonable access for both private and Airport service vehicles, sufficient parking facilities to accommodate all vehicles utilizing the facility on a daily basis, and landscaping in conformance with the Airport's developmental guidelines as may be promulgated and changed from time to time.

## **Section 4.8.3 - Hangar Structures (Noncommercial Hangar Operator)**

The development of non-commercial hangar(s) shall be limited to the following types of hangar structures:

**Section 4.8.3.1** - When leasing land from the County:

T-hangars - a single structure of not less than 8,000 square feet, subdivided and configured to accommodate individual bays for the storage of private Aircraft, such bays to be contiguous areas with common walls.

A common storage hangar structure of not less than 8,000 square feet, completely enclosed.

**Section 4.8.3.2** - When subleasing land from an FBO:

T-hangars - a single structure of not less than 8,000 square feet, subdivided and configured to accommodate individual bays for the storage of private Aircraft, such bays to be contiguous areas with common walls.

All hangar facilities shall be adequate to accommodate operator's business and shall be either a minimum of: i) 3,600 square feet; or ii) the size specified in the applicable FBO approved development plan.

#### **Section 4.8.4 - Ownership Guidelines (Noncommercial Hangar Operator)**

Hangar development may be accomplished through either individual ownership or association ownership. Associations must adhere to the following stipulations:

Association membership will be contingent upon ownership of a proportionate share of the private hangar facility which shall consist of not less than one (1) individual T-hangar (of at least 900 total square feet), or an equal portion of the "common" hangar area which is consistent with the total number of members (such area to be not less than 900 total square feet).

The entire membership of the Association must be declared to the County at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate ownership (as required herein) as requested by the Airport Administration from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of Aircraft owned by the member(s) of the Association.

The Association may not utilize nor cause the Leasehold interest to be utilized for speculative development of either the Leasehold or the facilities located thereupon.

#### **Section 4.8.5 - Insurance (Noncommercial Hangar Operator)**

Operator shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A - Schedule of Minimum Insurance Requirements):

Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.

Vehicle Liability: bodily injury, and property damage on all vehicles used by Operator.

Aircraft Liability: on all owned or operated Aircraft.

## **SECTION 5 APPLICATION REQUIREMENTS**

### **Section 5.1 - Application Requirements**

The County reserves the right to request from a prospective Operator, in written form, at the time of and as part of its application, the following information and, thereafter, such additional information as may be required or requested by the County and/or the Airport Administration.

#### **Section 5.1.1 - Intended Scope of Activities**

As a prerequisite to occupancy on and the granting of an operating privilege at the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended Activities, and the means and methods to be employed to accomplish the contemplated Activities, which shall include, but not be limited to, the following:

- A. The legal name of the Entity filing the application and its business name (if different).
- B. The name, address, and telephone number of the Entity and primary contact individual.
- C. Ownership shall be reported as required by all Martin County Codes and Regulations.
- D. The proposed date for commencement of the Activity and proposed term for conducting same.
- E. A comprehensive listing of all Activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- F. For proposed Leases or Subleases of existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, Tie-downs, and/or vehicle parking areas to be utilized.
- G. For proposed Leases or Subleases of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and improvement to be constructed, together with vehicle parking to be available (and required) for the proposed Activities.
- H. The number of persons proposed to be employed, including the names and qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
- I. The number of Aircraft to be utilized in connection with the Activities and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
- J. The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed Activities.
- K. A market analysis to include a written statement addressing each of the following areas:
  1. Definition of target market
  2. Intended market share
  3. Promotional marketing techniques
  4. Description of existing competitors
  5. Percent of intended sales related to Aircraft based at the Airport

6. List of certifications and licenses to be sought (if any, as required)
7. Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
8. List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable)
9. List of suppliers, subcontractors, and associates

In addition, the applicant shall provide a statement, with supporting evidence, of the need at the Airport for the proposed Activities and the desires of Airport users for the proposed Activities, together with a description of existing Operators at the Airport offering the same or similar Activities.

### **Section 5.1.2 - Financial Responsibility and Capability**

The prospective Operator must provide a statement, as evidence of applicant's financial responsibility, from an area bank or trust company or from such other source as may be acceptable to the County and readily verified through normal banking channels. The prospective Operator must also demonstrate the financial capability to initiate the Activities, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated Activities (once initiated). The demonstration of financial responsibilities and capabilities shall include a cash flow and profit and loss projections for the first five (5) years of the proposed operation, a three (3) year historical profit and loss statement (if available), and a current (within 60 days) balance sheet.

### **Section 5.1.3 - Experience**

The prospective Operator shall furnish the County with a statement of its past experience in the specified Aeronautical Activities for which application is being made, including resumes of management individuals who will be directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to the County.

### **Section 5.1.4 - Bonding and Insuring Capacity**

The prospective Operator shall provide evidence in a form acceptable to the County of its ability to supply (i) a performance bond in an amount equal to 10% of the annual rental and/or fees established and agreed to for conducting the Activities and entering into the Agreement or Lease sought (cash may be deposited in lieu of a performance bond), (ii) a performance bond and a payment bond, each in an amount equal to the cost of constructing the proposed improvements submitted to the County for approval and (iii) the required insurance. Additional and supplemental information may be required by the County in a formal competitive selection process.

## **Section 5.2 - Grounds for Denial of Application**

The County may deny any application for any one (or more) of the following reasons:

- A. The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence.
- B. The applicant's proposed Activities, operation, and/or construction will create a safety hazard.
- C. The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed Activities, operation, and/or construction that the County is not willing to spend, or the operation will result in a financial loss to the Airport.
- D. No appropriate, adequate, or available space or building exists at the Airport which would accommodate the entire operation of the applicant at the time of application, nor is such contemplated within a reasonable time thereafter.
- E. The proposed operation, development, or construction does not comply with the Master Plan of the Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the applicant.
- F. The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or Activities of any present Operator on the Airport and/or prevent adequate access to their Leased area.
- G. The applicant has either intentionally or unintentionally misrepresented or omitted one or more material facts in the application or in supporting documents.
- H. The applicant has failed to make full disclosure on the application or in supporting documents.
- I. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has a record of violating the rules, regulations, statutes, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statutes, ordinances, laws, or orders applicable to the Airport.
- J. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any Lease or other Agreement with the County or at the Airport.
- K. On the basis of current financial information, the applicant does not, in the sole discretion of the County, exhibit adequate financial responsibility or capability to undertake the proposed operation and Activities.
- L. The applicant cannot provide a performance bond, payment bond, or applicable insurance in the amounts and types required by the Airport for the proposed operation and Activities.
- M. The applicant or an officer, director, agent, representative, shareholder or employee of the applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.
- N. Applicants Activities or operations have been or could be detrimental to the Airport.

## **Section 5.3 - Extension of Term**

### **Section 5.3.1 - No Change in Scope of Activities**

Upon expiration of the term of Operator's Agreement or Lease with the County, Operator may apply to extend such term and such application may be accepted by the County without need to file a new application provided that Operator proposes no changes in the scope of the previously approved Aeronautical Activities and is in compliance with the Minimum Standards in place at the time of such request.

### **Section 5.3.2 - Change in Scope of Activities**

Upon expiration of the term of Operator's Agreement or Lease with the County, Operator may apply to extend such term. However, if Operator intends to change or expand the scope of its Aeronautical Activity(ies) on the Airport, or if the County deems a new application to be appropriate for any reason, Operator must submit a new application and demonstrate compliance with the Minimum Standards in place at the time of the new application.

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

Type Operator	Comprehensive General Liability Each Accident (Minimum)	Comprehensive Vehicle Liability Each Accident	Hangar Keepers Liability Combined Single Limit	Aircraft Liability	Workmans Compensation
				Combined Single Limit Bodily Injury Including Passenger/Property Damage Liability	Yes or No
Fixed Base Operator	\$50,000,000	\$5,000,000	\$50,000,000 - \$100,000,000	Depending on operations of Tenant	Yes
Jet Aircraft Maintenance	\$5,000,000	\$1,000,000	\$5,000,000	Depending on operations of Tenant	Yes
Piston Aircraft Maintenance	\$1,000,000	\$1,000,000	\$1,000,000	Depending on operations of Tenant	Yes
Aircraft Rental/Flying Club	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Small Flight Training Operator	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Large Flight Training Operator	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Air Charter/Air Taxi/Air Ambulance	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 - \$5,000,000	Yes
Avionics/Instrument/Propeller Repair	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Aircraft Sales	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Specialized Commercial Aeronautical Operator	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Banner Towing Operations	\$2,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Non-commercial Hangar / Office Employee	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes
Ultralight Clubs	\$5,000,000	\$500,000	\$2,000,000 - \$5,000,000	\$1,000,000 - \$5,000,000	Yes

**ATTACHMENT B**  
**RATES AND FEES SCHEDULE**

Description	Rate	Notes
ID - Access Card		
Initial Badge	\$30	
Annual Renewal	\$25	
First Lost Badge Replacement	\$30	
Second Lost Badge Replacement	\$75	
Third / Final Lost Badge Replacement	\$100	
Forth or Subsequent Badge Replacements	\$100	Subject to Airport Approval
Non-commercial Self-fueling Permit Fee	\$500 per year	<del>See Environmental Insurance Requirements</del> See <b>Rules and Regulations Section 5.8 - Environmental Indemnification</b>
Blimp Parking Fee	\$500 per day	
Staff Emergency Callout Fee	\$200 each occurrence	First two (2) hour
	\$100 each additional hour	
Banner Pick-up Fee	\$20 each time	
Non-aeronautical Property		RFB
Aeronautical Property		RFP