

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Wednesday, October 18, 2017
Council Chambers – City Hall
201 W. Palmetto Park Road, Boca Raton, Florida

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Wednesday, October 18, 2017 at 6 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter, as well as, the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton, and on AT&T U-Verse channel 99 throughout Palm Beach County and will be videotaped for broadcast at a later date. The meeting will also be streamed live to the Boca Raton Airport Authority Website, www.bocaairport.com and may also be heard on the radio on 1650 AM.

I. ROLL CALL

| | |
|----------------|---------------------|
| MITCHELL FOGEL | CHAIR |
| CHERYL BUDD | VICE-CHAIR |
| RANDY NOBLES | SECRETARY/TREASURER |
| GENE FOLDEN | BOARD MEMBER |
| JACK FOX | BOARD MEMBER |
| JAMES R. NAU | BOARD MEMBER |
| MELVIN POLLACK | BOARD MEMBER |

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of September 19, 2017.

III. AGENDA CHANGES

IV. PUBLIC REQUESTS

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon

which you wish to be heard and provide it to Ms. Landers. The public comment cards are located in the lobby. Each member of the public wishing to comment will be provided with 5 minutes to do so. The Chair reserves the right to move the public comment opportunity on a specific agenda item to the point in the agenda when that item is to be considered and/or to extend the allotted time per speaker.

V. CONSENT AGENDA

VI. FEDERAL, STATE AND MUNICIPAL INPUT

VII. FINANCIAL REPORT

A. Presentation of the September 2017 Financial Report.

Consider a Motion for approval of the Financial Report for September 2017.

VIII. TENANT REPORTS AND REQUESTS

A. Boca Aircraft Owners Memorandum of Understanding.

Consider Resolution No. 10-28-17 of the Boca Raton Airport Authority entering into a Memorandum of Understanding with Boca Aircraft Owners, Inc.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of September 2017.

B. Boca Raton Airport Rules and Regulations.

Consider Resolution No. 10-29-17 of the Boca Raton Airport Authority amending the Airport Rules and Regulations.

C. Boca Raton Airport Minimum Standards.

Consider Resolution No. 10-30-17 of the Boca Raton Airport Authority amending the Airport Minimum Standards.

D. Boca Raton Airport Authority named 2017 Distinguished Organization by the Research Park at Florida Atlantic University.

E. Engineered Material Arresting System (EMAS) Insurance Policy.

F. Airport Projects Update.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

A. Status report on the Boca Raton Airport Authority's 2018 meeting schedule.

B. Discussion regarding December 2017 Board Meeting.

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for November 15, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

XIV. ADJOURNMENT

Respectfully Submitted,
Clara Bennett
Executive Director

**Boca Raton Airport Authority
Meeting Minutes
September 19, 2017
Boca Raton City Hall – Council Chambers**

Chair Mitchell Fogel called the meeting to order at 6:00 P.M.

BOARD MEMBERS

| | |
|----------------|---------------------|
| Mitchell Fogel | Chair |
| Cheryl Budd | Vice-Chair |
| Randy Nobles | Secretary/Treasurer |
| Gene Folden | Board Member |
| Jack Fox | Board Member |
| James R Nau | Board Member |
| Melvin Pollack | Board Member |

COUNSEL

Amy Petrick, Esquire – Lewis Longman Walker

STAFF

Clara Bennett, Executive Director
Scott Kohut, Deputy Director
Ariadna Camilo, Finance and Administration Manager
Travis Bryan, Operations Manager
Christine Landers, Business Manager
Robert Abbott, Operations Coordinator

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, www.bocaairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the August 16, 2017 Regular Meeting was made by Mr. Pollack and seconded by Mr. Nobles. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

PUBLIC REQUESTS

Mr. Neil Haynie spoke regarding his recent return to the Boca Raton Airport and praised Airport Management for having the Airport open so quickly after Hurricane Irma.

FINANCIAL REPORT

Ms. Camilo presented the Financial Report for August 2017.

A MOTION to approve the Financial Report for August 2017 was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.

TENANT REPORTS AND REQUESTS

Ms. Amy Petrick, Lewis Longman & Walker presented an overview on the Tenth Amendment to the Boca Aircraft Owners, Inc. Lease and Operating Agreement.

Mr. Folden raised a question regarding Article XII Assignments in the original lease.

A discussion ensued.

The Board directed staff and legal review Article XII of the Lease with regard to amending the provision in the future.

A Motion to approve Resolution No. 09-27-17 of the Boca Raton Airport Authority to amend the Lease and Operating Agreement with Boca Aircraft Owners, Inc. was made by Mr. Nobles and seconded by Mr. Pollack. The Motion carried unanimously.

EXECUTIVE DIRECTOR AND STAFF REPORTS

Mr. Abbott presented the Noise Abatement/Operations Summary for the month of August 2017.

Ms. Landers provided an update on recent Community Engagement events held at the Airport and presented a video from the BCT Employee Appreciation Hot Dog Cookout.

Ms. Bennett provided an update on Hurricane Irma and answered questions regarding airport hurricane procedures.

Mr. Bryan provided an update on the EMAS project.

Mr. Bryce Wagner, Resident Project Engineer for Ricondo and Associates, Inc. provided an update on the Customs and Border Protection Facility and answered questions regarding the project.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Ms. Budd recommended scheduling a Board Workshop for the end of October or beginning of November and directed staff to find a suitable date.

Mr. Folden asked for an update on the Compensation Study being completed by ADK Consulting. Ms. Bennett stated that it should be completed in October. The results will be presented at the Board Workshop.

Mr. Fogel inquired about any humanitarian outreach that the staff or Board members may know of at the Airport. Mr. Fogel directed staff to check with tenants and other organizations to see if the Airport Authority or Board Members can assist in any way.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

There was no other business.

MISCELLANEOUS

The next regularly scheduled meeting is Wednesday, October 18, 2017 at 6:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 7:18 p.m.

Mitchell Fogel, Chair

Date



Memo

To: Mitchell Fogel, Chair and Board Members
 From: Ariadna Camilo, Finance and Administration Manager
 Date: October 18, 2017
 RE: **Financial Report – September 2017**

AGENDA ITEM – VII – A

Airport Management will provide an overview of the Financial Report for the twelve months ending September 30, 2017.

Total Operating Revenues as of September 30, 2017 were \$3,615,829, an increase of \$166,702 or 4.8% to budget. This increase in revenue year to date is attributable to increased Fuel Flowage revenue.

Total Capital Contributions as of September 30, 2017 were \$2,947,983.

Total Operating Expenses as of September 30, 2017 were \$2,200,167 a decrease of \$371,320 or 14.4% compared to budget. Significant variances in expenses compared to budget for the twelve months ending September 30, 2017 are as follows:

- Personnel Expenses are down \$172,389 or 16.5% to budget.
- Professional Services expenditures are down \$111,575 or 31.7% to budget, primarily due to expenses being lower than anticipated. Professional consulting service invoices for the month of September are not included in this report.
- Legal Service expenditures year to date are detailed below, including cost estimates for Board Member-related matters.

| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUGUST | SEPTEMBER | TOTAL |
|---------|----------|-----------|-----------|-----------|----------|-----------|-----------|----------|----------|----------|----------|-----------|------------|
| GENERAL | \$ 8,907 | \$ 14,292 | \$ 14,271 | \$ 23,141 | \$ 9,314 | \$ 4,681 | \$ 10,248 | \$ 5,455 | \$ 7,061 | \$ 3,914 | \$ 8,378 | \$ 4,810 | \$ 114,472 |
| BOARD | \$ - | \$ 250 | \$ 1,250 | \$ 1,694 | \$ 841 | \$ 11,264 | \$ 6,154 | \$ 52 | \$ 650 | \$ 1,430 | \$ - | \$ - | \$ 23,585 |
| CUSTOMS | \$ - | \$ - | \$ 125 | \$ 390 | \$ - | \$ - | \$ 390 | \$ 780 | \$ - | \$ 728 | \$ 260 | \$ - | \$ 2,673 |
| EMAS | \$ 250 | \$ 257 | \$ - | \$ 885 | \$ 1,826 | \$ - | \$ - | \$ - | \$ - | \$ 598 | \$ 200 | \$ - | \$ 4,016 |

Total Capital Expenditures as of September 30, 2017 were \$7,693,402. The majority of Capital Expenditures were attributable to Task 40 – Customs Facility and Task 42 – EMAS of the Capital Improvement Program. Of the total \$7,693,402 in Capital Expenditures, \$6,688 were attributable to project-related legal fees, while \$114,724 were attributable to Capital Outlay purchases of airfield equipment, information systems equipment and an airport vehicle.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the Twelve Months Ending September 30, 2017
 (unaudited)

Summary Results

| | FY 2017 Annual Budget | FY 2017 September Actual | FY 2017 September Budget | Variance FY 2017 Actual vs. Budget | |
|--|-----------------------------|--------------------------------|--------------------------------|---------------------------------------|----------------|
| | | | | Dollars | Percent |
| Operating Revenues | \$ 3,449,127 | \$ 3,615,829 | \$ 3,449,127 | \$ 166,702 | 4.8% |
| Operating Expenses | \$ 2,571,487 | \$ 2,200,167 | \$ 2,571,487 | \$ (371,320) | -14.4% |
| Operating Income/(Loss) before depreciation | \$ 877,640 | \$ 1,415,662 | \$ 877,640 | \$ 538,022 | 61.3% |
| Depreciation | \$ 1,327,849 | \$ 1,327,849 | \$ 1,327,849 | \$ (0) | 0.0% |
| Net Income/(Loss) | \$ (450,209) | \$ 87,813 | \$ (450,209) | \$ 538,022 | -119.5% |
| Capital Contributions | \$ 9,207,633 | \$ 2,947,983 | | | |
| Change in Net Assets | \$ 10,085,273 | \$ 4,363,645 | | | |



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the Twelve Months Ending September 30, 2017
(unaudited)

Revenue Summary

| | FY 2017 Annual Budget | FY 2017 September Actual | FY 2017 September Budget | Variance FY 2017 Actual vs. Budget | |
|------------------------------------|-----------------------------|--------------------------------|--------------------------------|---------------------------------------|-------------|
| | | | | Dollars | Percent |
| Rent Revenues | \$ 2,840,927 | \$ 2,922,784 | \$ 2,840,927 | \$ 81,857 | 2.9% |
| Fuel Flowage Fees | \$ 425,000 | \$ 561,074 | \$ 425,000 | \$ 136,074 | 32.0% |
| Interest Income | \$ 58,500 | \$ 52,001 | \$ 58,500 | \$ (6,499) | -11.1% |
| Customs Facility Revenue | \$ 36,000 | \$ - | \$ 36,000 | \$ (36,000) | -100.0% |
| Other Revenues | \$ 88,700 | \$ 79,970 | \$ 88,700 | \$ (8,730) | -9.8% |
| Total Operating Revenues | \$ 3,449,127 | \$ 3,615,829 | \$ 3,449,127 | \$ 166,702 | 4.8% |
| FDOT Grants | \$ 2,487,633 | \$ 604,492 | | | |
| FAA Grants | \$ 6,720,000 | \$ 2,343,490 | | | |
| Total Capital Contributions | \$ 9,207,633 | \$ 2,947,983 | | | |



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the Twelve Months Ending September 30, 2017
(unaudited)

Expense Summary

| | FY 2017 Annual Budget | FY 2017 September Actual | FY 2017 September Budget | Variance | |
|-----------------------------------|-----------------------------|--------------------------------|--------------------------------|--------------------------------------|---------------|
| | | | | FY 2017 Actual vs. Budget Dollars | Percent |
| Personnel Expenses | \$ 1,046,654 | \$ 874,265 | \$ 1,046,654 | \$ (172,389) | -16.5% |
| Professional Services | \$ 352,000 | \$ 240,425 | \$ 352,000 | \$ (111,575) | -31.7% |
| Operating Expenses | \$ 239,339 | \$ 229,824 | \$ 239,339 | \$ (9,515) | -4.0% |
| Airport Operations | \$ 461,691 | \$ 407,137 | \$ 461,691 | \$ (54,554) | -11.8% |
| Insurance Expense | \$ 181,711 | \$ 134,965 | \$ 181,711 | \$ (46,746) | -25.7% |
| ATCT Facility | \$ 51,432 | \$ 44,285 | \$ 51,432 | \$ (7,147) | -13.9% |
| Customs Facility | \$ 77,808 | \$ 6,910 | \$ 77,808 | \$ (70,898) | -91.1% |
| Marketing & Special Events | \$ 160,852 | \$ 155,546 | \$ 160,852 | \$ (5,306) | -3.3% |
| Projects | \$ - | \$ 106,811 | \$ - | \$ 106,811 | 100.0% |
| Total Operating Expenses | \$ 2,571,487 | \$ 2,200,167 | \$ 2,571,487 | \$ (371,320) | -14.4% |
| Capital Outlay | \$ 200,500 | \$ 114,724 | | | |
| Capital Improvement Program | \$ 10,109,541 | \$ 7,578,678 | | | |
| Total Capital Expenditures | \$ 10,310,041 | \$ 7,693,402 | | | |



Boca Raton Airport Authority
Balance Sheet Summary
September 30, 2017
(unaudited)

Summary Results

| ASSETS | LIABILITIES AND CAPITAL |
|-------------------------------------|--|
| Current Assets | Current Liabilities |
| Cash and Cash Equivalents | Accounts Payable |
| Receivables | Due to Other Governments |
| Due From Other Governments | Compensated Absences, short-term |
| Money Markets | Deferred Rent Income |
| Certificates of Deposit | |
| Certificates of Deposit, Restricted | Total Current Liabilities |
| Other Assets | |
| | \$ 1,071,857 |
| Total Current Assets | Non-Current Liabilities |
| | Security Deposits |
| | Compensated Absences, long-term |
| | |
| | \$ 167,879 |
| | Total Non-Current Liabilities |
| | |
| | \$ 167,879 |
| | Total Liabilities |
| | |
| | \$ 1,239,737 |
| Non-Current Assets | Capital |
| Rent Receivable | Florida Operations Trust Fund |
| Capital Assets | Retained Earnings |
| Land | Contributed Capital - Federal |
| Avigation Easements | Contributed Capital - State |
| Project in Progress | Net Income |
| Buildings | |
| Land Procurement | |
| Leasehold Improvements | |
| Furniture, Fixtures, and Equipment | |
| Infrastructure | |
| Less Accumulated Depreciation | |
| | |
| | \$ 41,514,217 |
| Total Non-Current Assets | Total Liabilities & Capital |
| | |
| | \$ 42,753,953 |
| Total Assets | |
| | |
| | \$ 42,753,953 |



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: October 18, 2017

RE: **Boca Aircraft Owners, Inc. – Tenth Amendment to Lease Agreement**

AGENDA ITEM – VIII – A

A Tenth Amendment to Lease Agreement with Boca Aircraft Owners, Inc. was approved by the Airport Authority Board on September 19, 2017 and executed by Boca Aircraft Owners (BAO).

Subsequent to execution of the Amendment, BAO and Airport Management agreed that it would be beneficial to clarify the methodology in which the revised rental calculation methodology will be interpreted and applied moving forward with the execution of the attached Memorandum of Understanding.

Airport Management and Legal Counsel recommend Board approval of the Memorandum of Understanding pertaining to the Tenth Amendment to Lease Agreement between the Boca Raton Airport Authority and Boca Aircraft Owners, Inc. via Resolution No. 10-28-17.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION NO. 10-28-17

A Resolution of the Boca Raton Airport Authority entering into a Memorandum of Understanding with Boca Aircraft Owners, Inc.

WHEREAS, The Boca Raton Airport Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, the Authority entered into a Lease and Operating Agreement with Boca Aircraft Owners, Inc. on or about October 5, 1983, and the parties have amended that Lease nine times, (collectively, the "Lease"); and

WHEREAS, the Lease provides that the ownership of Hangars One through Five reverts to the Authority on April 30, 2017; and

WHEREAS, the Lease further provides that the parties negotiate for a period of one hundred twenty (120) days regarding the setting of a rental rate and adjustments thereto, reflecting the Authority's ownership of the Hangars; and

WHEREAS, the Lease provides that the parties enter arbitration if the rental rate cannot be agreed to in the one hundred twenty (120) day negotiation period; and

WHEREAS, on April 26, 2017, the Eighth Amendment to the Lease was approved by the Authority to extend the negotiation period for three months, and

WHEREAS, on July 28, 2017 the Ninth Amendment to the Lease was approved by the Authority to extend the negotiation period until August 9, 2017, and

WHEREAS, the Tenth Amendment to the Lease was approved by the Authority on September 19, 2017; and

WHEREAS, the parties desire to clarify the manner in which the revised rental calculation methodology will be interpreted and applied by the parties with the execution of a Memorandum of Understanding with Boca Aircraft Owners.;

WHEREAS, the Authority has determined that it is in the best interest of the Airport to enter into a Memorandum of Understanding,

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF OCTOBER 2017, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.**
- 2. The Authority hereby agrees to the terms of the Memorandum of Understanding pertaining to the Tenth Amendment to Lease Agreement, which includes a process for determining the fair market value of rent for Hangar Buildings 1 through 6, as well as a method for determining the rent for Buildings 7 and 8 and insurance obligations.**

3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution No. 10-28-17.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution No. 10-28-17.

ADOPTED by the Boca Raton Airport Authority, this 18th day of October 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Randy Nobles
Secretary Treasurer

Mitchell Fogel
Chair

MEMORANDUM OF UNDERSTANDING

Boca Raton Airport Authority, an independent special district, having an office at 903 NW 35th Street, Boca Raton, Florida 33431 (“the Lessor” or “the Authority”), and Boca Aircraft Owners, Inc., a Florida corporation, having an office at 1651 NW 1st Court, Boca Raton, Florida 33432 (“the Lessee”), (collectively referred to herein as “the Parties”), hereby enter into this Memorandum of Understanding as of _____, 2017 (the “Effective “date”, as set forth below.

RECITALS

WHEREAS, the Lessor and Lessee entered into a Lease and Operating Agreement dated October 5, 1983 (“Initial Lease”), as amended by a First Amendment dated March 5, 1986 (“First Amendment”), a Second Amendment dated May 6, 1986 (“Second Amendment”), a Third Amendment dated December 9, 1987 (“Third Amendment”), a Fourth Amendment dated March 9, 1992 (“Fourth Amendment”), a Fifth Amendment dated March 9, 1992 (“Fifth Amendment”), a Sixth Amendment dated May 22, 1996 (“Sixth Amendment”), a Seventh Amendment dated as of July 1, 1996 (“Seventh Amendment”), an Eighth Amendment dated May 1, 2017 (“Eighth Amendment”), a Ninth Amendment dated July 28, 2017 (“Ninth Amendment”), and a Tenth Amendment dated _____ (“Tenth Amendment”) (collectively, the “Lease”); and

WHEREAS, the Tenth Amendment, a true and correct copy of which is attached hereto as Exhibit A and incorporated herein by reference, set forth, in pertinent part, a revised rental calculation methodology and certain auditing requirements in Schedule A of the Tenth Amendment; and

WHEREAS, the parties desire to clarify the manner in which the revised rental calculation methodology will be interpreted and applied by the parties.

NOW THEREFORE, the Parties agree that the following interpretation of the Rental Schedule set forth in Schedule A to the Tenth Amendment shall apply:

1. **Monthly Rent.** The actual monthly rent for Buildings A-1 through A-6 due for each month is the Percentage Rent for Buildings A-1 through A-6, which is based on 40% of the actual gross rent collected by the Lessee for the month in question. “Actual gross rent” for the purposes of this Memorandum means rents collected by Lessee excluding those items set forth in Section 5.A. of Schedule A.
2. **Estimated Percentage Rent for Buildings A-1 through A-6.** Because the Monthly Rent is based on 40% of the actual gross rent collected for the month in question and because Rent is due on the first of each month, the Lease provides a method for estimating the Monthly Rent. The Estimated Percentage Rent for Buildings A-1 through A-6 is the amount due on the first of each month. The Estimated Percentage Rent for Buildings A-1 through A-6 is calculated for pre-payment purposes only and does not represent the final rent due for the given month.
3. **Reconciliation.** The Reconciliation provisions in Paragraph 4 to Schedule A of the Tenth Amendment are intended to determine both the gross actual rents for each month during

the audit period and the difference between the gross actual rents and the Estimated Percentage Rent that has been pre-paid by the Lessee for each given month during such audit period. The audit period for the year 2017 will be for the months of May through December of 2017. Thereafter, the audit period will be for the 12 month period ending December 31st of each year. If the audit reveals that Percentage Rent for Buildings A-1 through A-6 for a given month is higher than the Estimated Percentage Rent that has been pre-paid, then the Lessee shall pay the balance due and owing for the Percentage Rent for Buildings A-1 through A-6 for the month in question within thirty calendar days of receipt of the Audited Financial Report. Conversely, if the Percentage Rent for Buildings A-1 through A-6 for the month in question is lower than the Estimated Percentage Rent that has been pre-paid, then the amount that has been overpaid shall be returned to Lessee within thirty calendar days of receipt of the Audited Financial Report.

4. **Audited Financial Report.** The Audited Financial Report shall contain proof of actual gross rents for Buildings A-1 through A-6 itemized per building for each month during the Audit period (defined as the 12 month period ending December 31st of each year). The Audited Financial Report must additionally contain the statement of a Certified Public Accountant, as set forth in the Lease.

Through their signatures below, each Party indicates that the foregoing is an accurate representation of the meaning and intent of the Tenth Amendment's provisions relating to the calculation methods for determining rent for Buildings A-1 through A-6.

WITNESSES

“LESSOR”

BOCA RATON AIRPORT AUTHORITY,
A body politic and corporate crated under
Chapter 82-259, Laws of the State of Florida

(Print Name: _____)

By: _____

_____, Chairman

(Print Name: _____)

“LESSEE”

BOCA AIRCRAFT OWNERS, INC.,

a Florida corporation

WITNESSES:

(Print Name: _____)

(Print Name: _____)

By: _____
Harry Whittle, President

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of October 2017, by _____, Chairman of Boca Raton Airport Authority, a body politic and corporate created under Chapter 82-259, Laws of the State of Florida, () who is personally known to me OR () who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this __ day of October, 2017, by Harry Whittle, President of Boca Aircraft Owners, Inc., a Florida corporation, on behalf of the corporation, () who is personally known to me OR () who produced _____ as identification.

Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



Memo

To: Mitchell Fogel, Chair and Authority Members

From: Robert Abbott, Operations Coordinator

Date: October 18, 2017

RE: **Operations and Noise Abatement Report, September 2017**

AGENDA ITEM – IX- A

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of September. This report is derived from the Air Traffic Control Tower operations report. These operations do not include night time flights, as the Air Traffic Control Tower is closed from 11:00 pm - 7:00 am.

During the month of September there were 4,279 operations reported by the Tower, which is twenty percent (20%) less than the operations reported in September 2016.

There were three (3) noise related calls received on the Airport Authority Noise Hotline during the month.

Deliveries of Jet A fuel to the airport in September were thirty-one (31%) more than September of the previous year. Avgas deliveries were one-point nine (1.9%) less than September of the previous year.

Noise Abatement Program Updates:

- The new noise monitor has been installed and is fully operational. It has been linked to ANOMS and WebTrack for public viewing. Final installation of the noise monitor mast is expected in the upcoming weeks, pending shipment.
- The noise contour project is currently in the review stage and is expected to be completed by the end of October.
- The RFP for noise monitoring services has been issued. The response period will close on October 27th, with selections for Board award in December.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



SEPTEMBER
2017

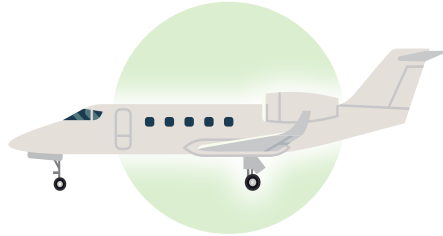
SEPTEMBER 2017

OPERATIONS REPORT



27%

TRAINING



40%

IFR

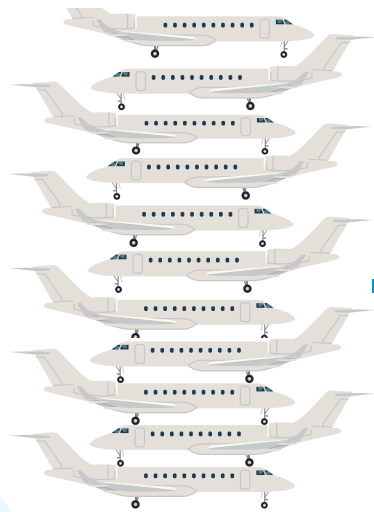


33%

VFR

OPERATIONS BREAKDOWN

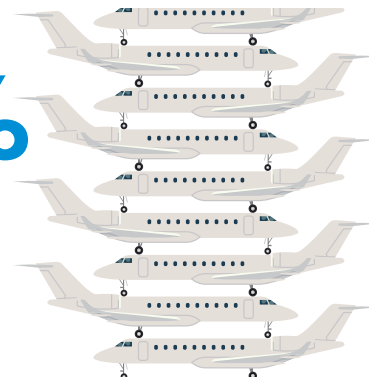
Chart 1: Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



5,366

SEPTEMBER 2016

- 20%



4,279

SEPTEMBER 2017

TOWER OPERATIONS

1 PLANE = 500 OPERATIONS

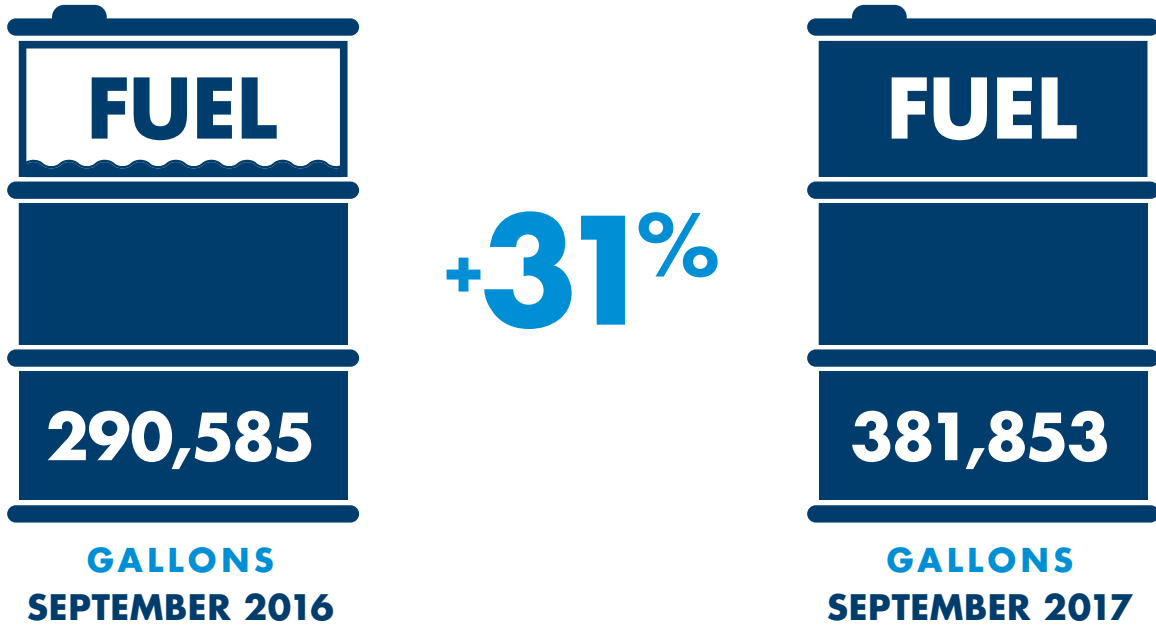
Chart 2: September 2017 operations compared to September 2016 tower operations.

ABBREVIATIONS:

IFR (Instrument Flight Rules): Planes flying on an instrument flight plan - Primarily jets. VFR (Visual Flight Rules): - Primarily propeller aircraft.
TFR (Temporary Flight Restriction): Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government VIP or special event in the area.

SEPTEMBER 2017

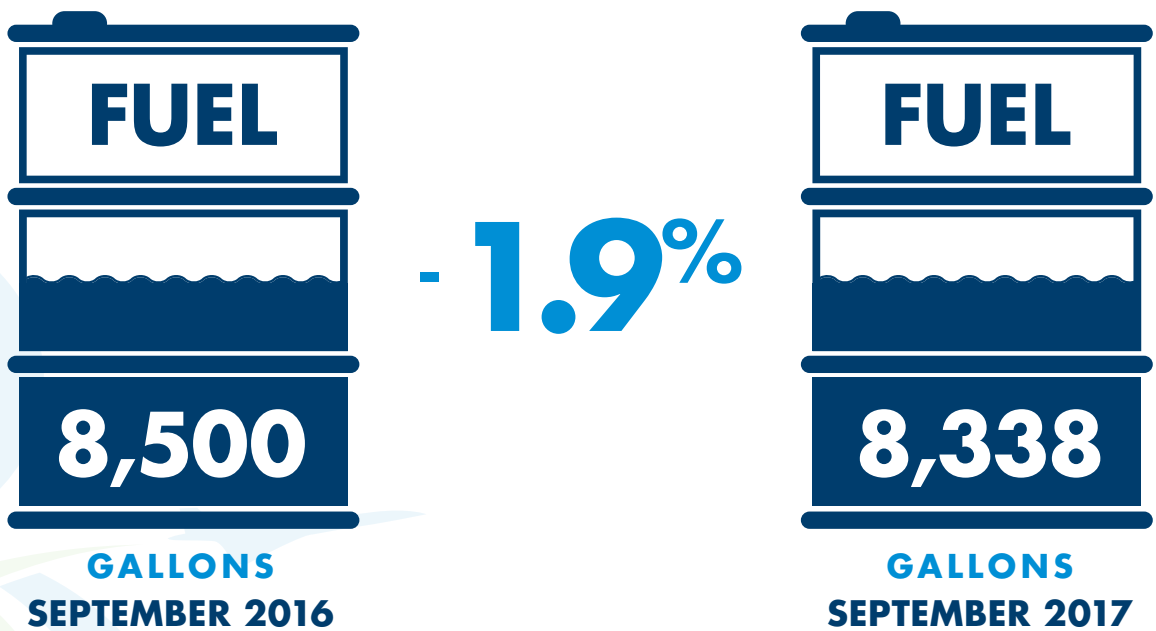
OPERATIONS REPORT



JET A FUEL REPORT

Jet A: Aviation fuel designed for use in aircraft powered by gas-turbine engines (jet aircraft).

Chart 3: Month of September 2017 deliveries of Jet A in gallons compared to September 2016 deliveries of Jet A.



AVGAS FUEL REPORT

Avgas: Aviation gasoline designed for use in piston-engine aircraft.

Chart 4: Month of September 2017 deliveries of Avgas in gallons compared to September 2016 deliveries of Avgas.

SEPTEMBER 2017

NOISE ABATEMENT REPORT

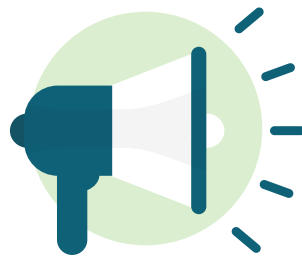
NOISE CONCERNS PER QUADRANT



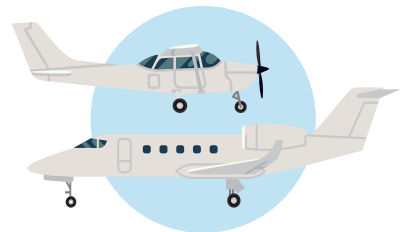
Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.



0%
TFR



100%
NOISE



0%
TRAFFIC

TYPE OF CONCERN

Chart 6: Type of noise concern and/or if it occurred during a Temporary Flight Restriction (TFR).

SEPTEMBER 2017

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW VIOLATIONS

91
VIOLATIONS



0%

DURING TFR

0 OUT OF 91

Chart 7: A voluntary curfew violation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00 without prior notification to the airport. Voluntary curfew violators are notified of their violation via letter, email, or phone to inform them of the noise sensitivity of our community and to encourage them to operate outside our voluntary night curfew hours. Voluntary curfew operations that occurred during a TFR is also tracked.

SEPTEMBER 2017

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW OPERATIONS BY HOUR

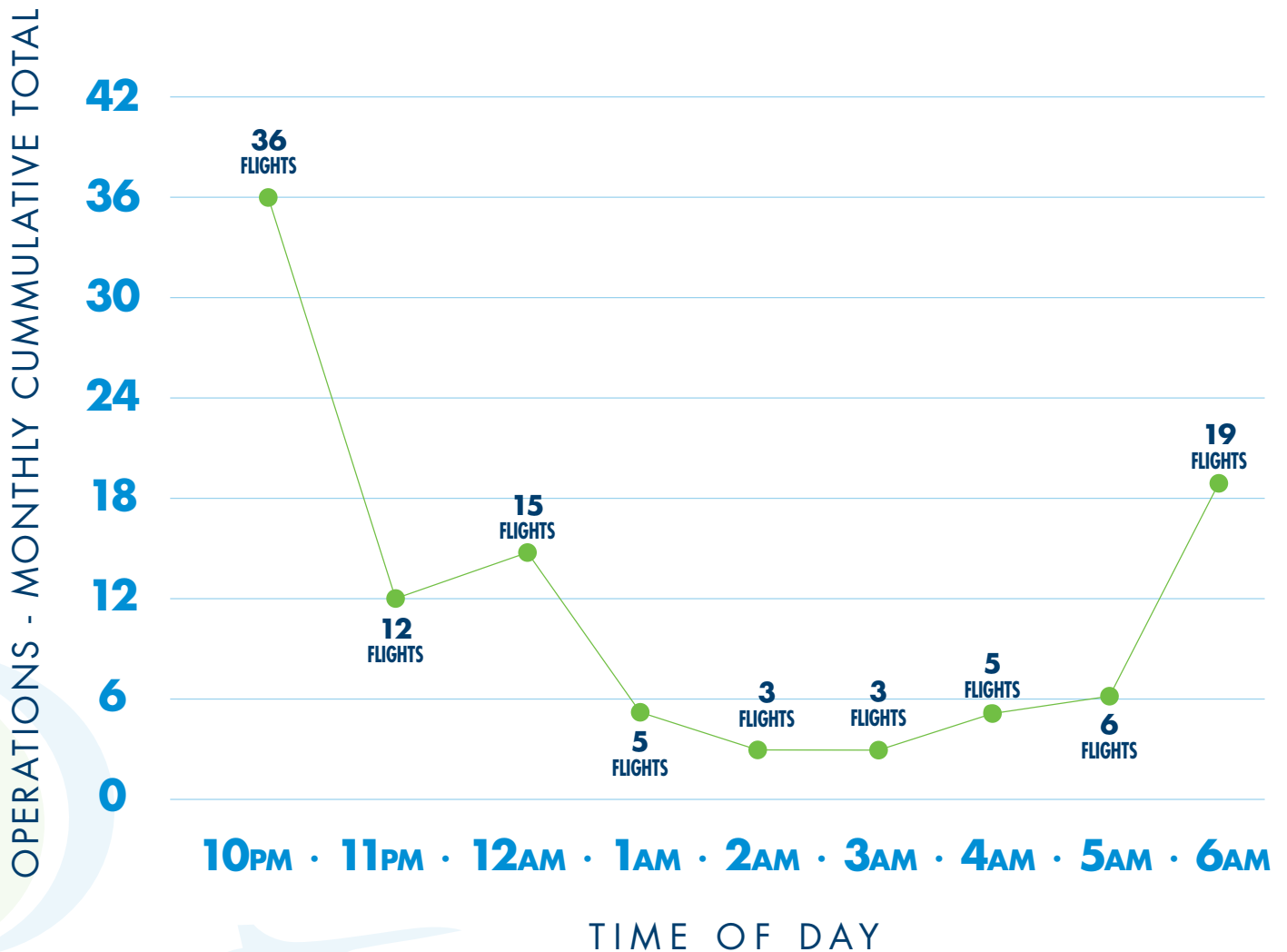


Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in September 2017.

SEPTEMBER 2017

NOISE ABATEMENT REPORT

RUNWAY DEPARTURE HEADING BY DIRECTION

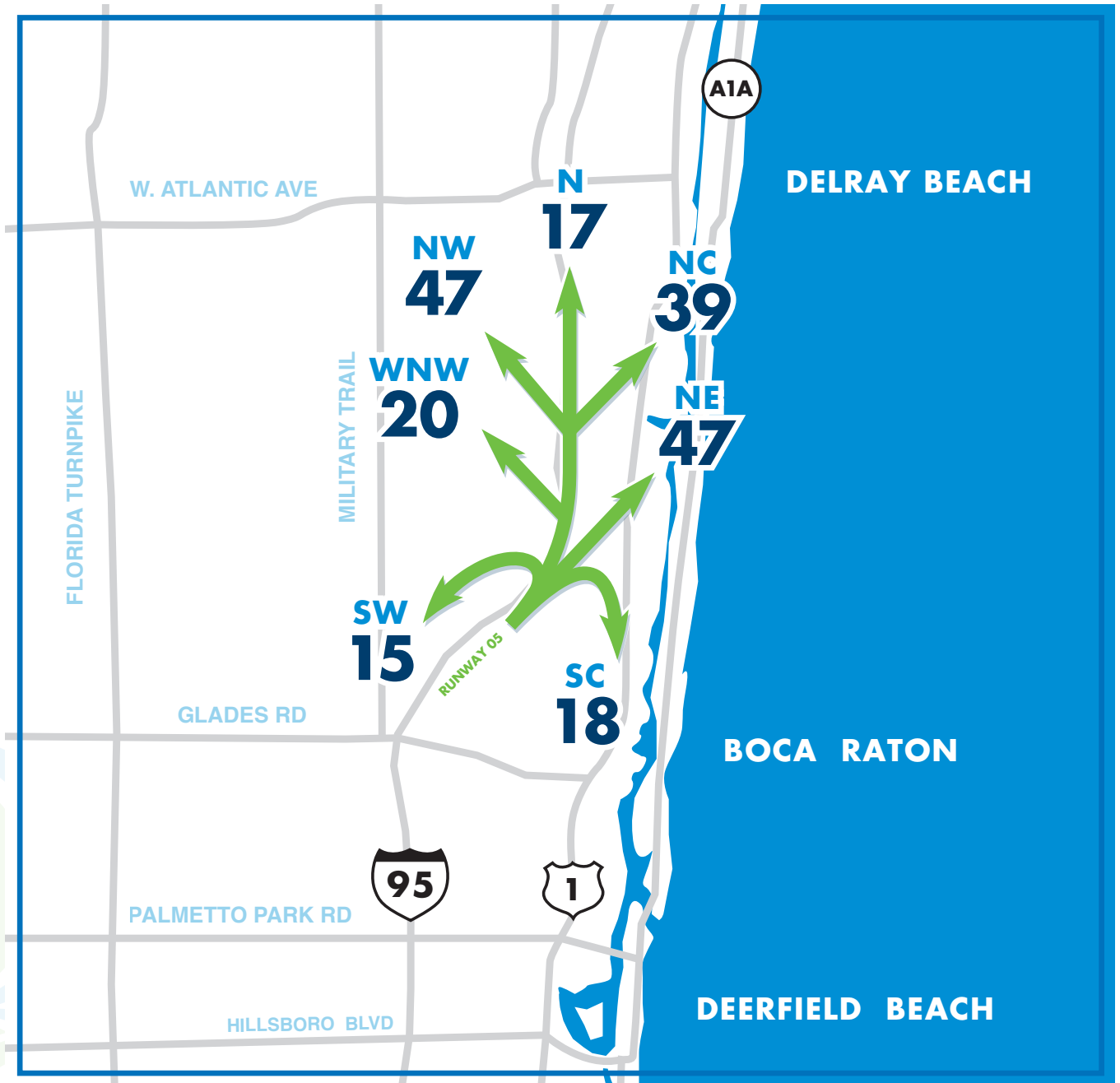


Chart 9: Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.

SEPTEMBER 2017

NOISE ABATEMENT REPORT

NOISE ABATEMENT CALLS

| First Name | Last Name | Community | Quadrant | A/D/O/T | Runway | Aircraft Category | Tail/Flight Number | Aircraft Type | Concern | TFR Related? |
|------------|-----------|------------|----------|---------|--------|-------------------|--------------------|---------------|---------|--------------|
| Brian | Leavy | N/A | C | D | 5 | J | N300JZ | G-III | Noise | No |
| Stacy | Marcus | Paseos | C | A | 5 | J | N558GA | G-550 | Noise | No |
| April | Frank | L'Ambiance | C | A | 5 | J | N981CE | H25B | Noise | No |

SEPTEMBER 2017

NOISE ABATEMENT REPORT

VOLUNTARY CURFEW VIOLATORS

| Date | Time | N# | Type | Operation (A/D/T) | RWY | Owner | Address | City | State |
|-----------|-------------|---------|--------------------|-------------------|-----|--|--|-----------------|-------|
| 9/2/2017 | 5:57 | N813PD | G-IV | D | 5 | Quogue Aviation II, LLC | 101 Central Park West, Lobby 1 | New York | NY |
| 9/2/2017 | 6:35 | N603GR | Lear 60 | D | 5 | Southern Jet, Inc. | 3700 Airport Road, FL 1 | Boca Raton | FL |
| 9/2/2017 | 23:56 | Unknown | Cherokee | A | 5 | Unknown | Unknown | Unknown | Unk |
| 9/3/2017 | 0:43 | N603GR | Lear 60 | A | 5 | Southern Jet, Inc. | 3700 Airport Road, FL 1 | Boca Raton | FL |
| 9/3/2017 | 6:55 | N628JN | Caravan 208 | A | 23 | Mission Aviation Fellowship | 112 North Pilatus Lane | Nampa | ID |
| 9/7/2017 | 22:05 | N991DB | Lear 60 | A | 5 | ONEIDA EQUIPMENT LEASING INC | 11611 SAN VICENTE BLVD STE 1020 | LOS ANGELES | CA |
| 9/7/2017 | 22:12 | N287TG | Cessna 750 | A | 5 | Wells Fargo Bank Northwest NA Trustee MACU1240-026 | 260 N. Charles Lindbergh Dr. | Salt Lake City | Utah |
| 9/7/2017 | 22:21 | N993SA | Challenger 601 | D | 5 | Express Transportation Corporation | 1712 Pioneer Avenue, Suite 101 | Cheyenne | WY |
| 9/7/2017 | 22:25 | N941RJ | Citation II | A | 5 | N550SJ, LLC | 16192 Coastal Highway | Lewes | DE |
| 9/7/2017 | 22:41 | N100WX | Phenom 100 | A | 5 | King of the Skies, LLC | 4800 N. Federal Highway Suite A105 | Boca Raton | FL |
| 9/7/2017 | 22:48 | N261PW | Challenger 605 | A | 5 | Executive Flightways, Inc. | 1 Clark Drive Ronkonkoma | Ronkonkoma | NY |
| 9/7/2017 | 22:59 | N818RJ | Citation II | A | 5 | International Aviation Marketing, Inc. | 8191 North Tamiami Trail, Suite 220 | Sarasota | FL |
| 9/7/2017 | 23:06 | N941RJ | Citation II | A | 5 | N550SJ, LLC | 16192 Coastal Highway | Lewes | DE |
| 9/7/2017 | 23:21 | N991DB | Lear 60 | D | 5 | ONEIDA EQUIPMENT LEASING INC | 11611 SAN VICENTE BLVD STE 1020 | LOS ANGELES | CA |
| 9/8/2017 | 0:12/0:59 | N539CA | DA-900 | A/D | 5 | Braxton Acquisitions | 5955 T G Lee Blvd. Ste 200 | Orlando | FL |
| 9/8/2017 | 0:32 | N515JA | G-IV | D | 5 | Journey Aviation, LLC | 3700 Airport Road Suite 206 | Boca Raton | FL |
| 9/8/2017 | 0:43/6:05 | N450EF | G-IV | A/D | 5 | NDM Aviation, LLC | One Town Center Road, Suite 600 | Boca Raton | FL |
| 9/8/2017 | 0:49 | N101M | DA-2000 | A | 5 | Journey Aviation, LLC | 3700 Airport Road Suite 206 | Boca Raton | FL |
| 9/8/2017 | 0:58 | N119SL | King Air 350 | A | 5 | Master Aviation Holdings, Inc. | 14150 SW 129th Street | Miami | FL |
| 9/8/2017 | 1:24 | N45GD | Hawker 800 | A | 23 | Manassas Aircraft, LLC | 7044 Colchester Park Drive | Manassas | VA |
| 9/8/2017 | 1:24 | Unknown | Saratoga | A | 23 | Unknown | Unknown | Unknown | Unk |
| 9/8/2017 | 1:44/2:40 | N137JQ | CJ4 | A/D | 5 | ACShares Aviation Group | 1111 Encourte Green | Apopka | FL |
| 9/8/2017 | 2:01 | N615KZ | Hawker 400XP | A | 5 | Privira | 3690 Airport Road, Hangar 9 | Boca Raton | FL |
| 9/8/2017 | 2:04 | N307PE | CJ3 | A | 5 | 199ML, LLC | 500 E 62nd Avenue | Denver | CO |
| 9/8/2017 | 3:00 | N120WJ | G-IV | A | 5 | Windsor Jet Management | 1815 Northwest 51st Place | Fort Lauderdale | FL |
| 9/8/2017 | 3:44 | N119GG | PA-28 | A | 5 | Yepes Hurtado Andres | 6310 75th Street | Lubbock | TX |
| 9/8/2017 | 4:19/4:56 | N213EP | G-200 | A/D | 5 | JetShares Only, LLC | 9245 Tradeport Drive | Orlando | FL |
| 9/8/2017 | 4:22 | N296QS | DA-2000 | A | 23 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/8/2017 | 5:56 | N989BJ | Avanti II | D | 5 | Projet Aviation | 1005 Sycolin Road SE | Leesburg | VA |
| 9/8/2017 | 6:30 | N115KG | DA-900EX | A | 5 | N115KG, LLC | 909 Third Avenue 15th Floor | New York | NY |
| 9/8/2017 | 6:46 | N325RD | Citation VII | A | 5 | Causey Aviation Service, Inc. | 6120 Smithwood Road | Liberty | NC |
| 9/12/2017 | 22:48 | N211HP | Cessna 172 | A | 23 | Jrs Downwind Aviation | 1438 Lantana Rd #329 | Lantana | FL |
| 9/12/2017 | 22:54 | N262 | Cessna T337G | A | 23 | BTM Aviation LLC | 3511 Silverside Road STE 105 | Wilmington | DE |
| 9/12/2017 | 23:35 | N80EJ | Phenom 100 | A | 23 | Richbuilt Construction, LLC | 998 South East Town Place | Port St. Lucie | FL |
| 9/13/2017 | 22:14 | N593TB | TB-20 | A | 5 | Levon Mal khasian | 18348 104th Terrace S | Boca Raton | FL |
| 9/13/2017 | 22:35 | N927CS | SR-22 | A | 5 | ASCENSION AIR MANAGEMENT INC | 2007 FLIGHTWAYDR | CHAMBLEE | GA |
| 9/13/2017 | 22:52 | N517DP | King Air 350 | D | 5 | Florida Marine Transporters, Inc. | 2360 5th Street | Mandeville | LA |
| 9/13/2017 | 22:54 | N818RJ | Citation II | D | 5 | International Aviation Marketing, Inc. | 8191 North Tamiami Trail, Suite 220 | Sarasota | FL |
| 9/14/2017 | 6:24 | N120WJ | G-IV | D | 5 | Windsor Jet Management | 1815 Northwest 51st Place | Fort Lauderdale | FL |
| 9/14/2017 | 22:47 | N740VC | G-III | A | 5 | Prime Jet, LLC | 8123 South Interport Boulevard, Suite H | Englewood | CO |
| 9/15/2017 | 22:02 | N468QS | G-450 | A | 5 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/15/2017 | 22:07 | Unknown | B429 | H | 5 | Unknown | Unknown | Unknown | Unk |
| 9/16/2017 | 22:35 | N554PU | PA-28 | T | 5 | Flight Safety International | 2805 Airport Drive | Vero Beach | FL |
| 9/17/2017 | 0:29 | N117FB | G-IV | A | 5 | Journey Aviation, LLC | 3700 Airport Road Suite 206 | Boca Raton | FL |
| 9/17/2017 | 22:17/22:35 | N95VS | Lear 45 | A/D | 5 | Velocity Aircraft, LLC | 1710 Dawson Street | Wilmington | NC |
| 9/17/2017 | 22:54/23:27 | N255SL | Lear 60 | A/D | 5 | Ace Aviation Services Corporation | 5525 NW 15th Ave. Suite 150 | Fort Lauderdale | FL |
| 9/17/2017 | 22:59 | N208RB | Cessna Caravan | D | 5 | Culebra, LLC | 8500 Normandale Lake Boulevard, Suite 1750 | Minneapolis | MN |
| 9/18/2017 | 0:21 | N225EE | G-V | A | 5 | Wells Fargo Bank | 299 S Main St. FL 5 | Salt Lake City | UT |
| 9/18/2017 | 6:08 | N501MB | Citation I | D | 5 | S & F Holding, LLC | 26 Columbia Turnpike | Florham Park | NJ |
| 9/18/2017 | 6:21 | N937RV | Beechjet 400 | D | 5 | Privira | 3690 Airport Road, Hangar 9 | Boca Raton | FL |
| 9/18/2017 | 6:41 | N200QS | Challenger 650 | D | 5 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/18/2017 | 22:50 | N349QS | Citation Sovereign | A | 5 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/18/2017 | 23:55 | N505EH | Lear 55 | A | 5 | Lear Sky Aviation Corp | 7750 Northwest 46th St. | Miami | FL |
| 9/20/2017 | 1:33 | N505EH | Lear 55 | A | 5 | Lear Sky Aviation Corp | 7750 Northwest 46th St. | Miami | FL |
| 9/20/2017 | 6:51 | N982AR | Beech 400 | D | 5 | Privira | 690 Airport Road, Hangar 9 | Boca Raton | FL |
| 9/20/2017 | 6:54 | N247MB | Challenger 605 | D | 5 | True Aviation Charter Services, LLC | 102 Hangar Road, Aviation Center | Gouldsboro | PA |
| 9/20/2017 | 22:08 | N4559X | PA-28 | A | 5 | Tropical Investors Inc. | 7738 NW 44th St. | Lauderhill | FL |
| 9/20/2017 | 22:45 | N907QS | Citation X | A | 5 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/20/2017 | 23:22/0:21 | N20521 | Cessna 172 | A/D | 5 | Aerocanella Corp | 3839 NE 166th Street | N. Miami Beach | FL |
| 9/20/2017 | 23:58 | Unknown | Cherokee | A | 5 | Unknown | Unknown | Unknown | Unk |
| 9/21/2017 | 0:03/0:35 | N515BC | King Air E90 | A/D | 5 | Maine Aviation Management, Inc. | 2549 NW 55th Ct., #30A | Fort Lauderdale | FL |
| 9/21/2017 | 0:05 | N121MD | PA-28 | D | 5 | Modi Yogini | 28790 SW 217 Ave | Homestead | FL |
| 9/21/2017 | 6:34 | N774XJ | Citation X | D | 5 | XOJET, Inc. | 5022 Bailey Loop | McClellan | CA |
| 9/22/2017 | 0:37 | N786QS | Challenger 350 | A | 5 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/22/2017 | 3:49/4:29 | Unknown | Unknown | A/D | 5 | Unknown | Unknown | Unknown | Unk |
| 9/22/2017 | 6:16 | N389QS | Citation Sovereign | D | 5 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/23/2017 | 22:02 | N24GU | Lear 60 | D | 5 | BizAv Support | 4100 N 29th Ter | Hollywood | FL |
| 9/23/2017 | 22:10 | N377QS | Citation Sovereign | D | 5 | NetJets | 4556 Airport Road | Cincinnati | OH |
| 9/23/2017 | 23:01 | FTH73 | Unknown | A | 5 | Unknown | Unknown | Unknown | Unk |
| 9/24/2017 | 5:17 | N20816 | PA-32 | A | 5 | N/A | 832 Coventry St | Boca Raton | FL |
| 9/24/2017 | 22:12 | N888LG | DA-900 | A | 5 | A-OK Jets, Inc. | 2011 S Perimeter Road, Suite F | Fort Lauderdale | FL |
| 9/25/2017 | 6:26 | N95VS | Lear 45 | A | 5 | Velocity Aircraft, LLC | 1710 Dawson Street | Wilmington | NC |
| 9/25/2017 | 22:00 | N35719 | C-172 | A | 23 | EBKEN GARY R | 17071 MURCOTT BLVD | Loxahatchee | FL |
| 9/25/2017 | 22:25 | N27DZ | SR-22 | A | 5 | RLC PA | 7999 N Federal Hwy | Boca Raton | FL |
| 9/26/2017 | 5:53 | N615KZ | Hawker 400XP | D | 5 | Privira | 3690 Airport Road, Hangar 9 | Boca Raton | FL |
| 9/26/2017 | 23:15 | N835JS | Citation XLS | A | 23 | Exclusive Jets, LLC | 2860 Jetport Road | Kinston | NC |
| 9/27/2017 | 5:12 | N601PE | Piper Aerostar | D | 5 | VCS Transportation | 703 Howmet Dr STE H | Hampton | VA |
| 9/27/2017 | 6:11 | N302EA | Hawker 800 | D | 5 | Norgil Airline, Inc. | 3500 South Dupont Highway | Dover | DE |
| 9/27/2017 | 6:26 | N603GR | Lear 60 | D | 5 | Southern Jet, Inc. | 3700 Airport Road, FL 1 | Boca Raton | FL |
| 9/28/2017 | 6:26 | N300JZ | G-III | D | 5 | Nons top Aviation INC. | 3700 Airport Road | Boca Raton | FL |
| 9/30/2017 | 22:06/22:33 | N777QL | Lear 45 | A/D | 23 | Ace Aviation Services Corporation | 5525 NW 15th Avenue, Suite 150 | Fort Lauderdale | FL |



Memo

To: Mitchell Fogel, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: October 18, 2017
RE: **Rules and Regulations Update**

AGENDA ITEM – IX - B

A proposed amendment to the Boca Raton Airport Authority Rules and Regulations is attached for Board consideration. The proposed revisions are needed to address the upcoming Customs and Border Protection Facility, to further clarify the Airport's policy regarding Special Events, and to provide clarity in the Definitions section. Additionally, provisions relating to contractual matters, such as insurance, have been removed and will be relocated to the Airport's Minimum Standards policy.

Airport Management recommends approval of Resolution Number 10-29-17 adopting the amended Airport Rules and Regulations.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 10-29-17

A Resolution of the Boca Raton Airport Authority amending the Airport Rules and Regulations

WHEREAS, the Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, and maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, on June 24, 1998, the Authority adopted Rules and Regulations to ensure the safe and efficient operation of the Airport.

WHEREAS, the Authority desires to amend the Manual to conform policies with industry standards, and a copy of the revised Manual is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF OCTOBER 2017, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby amends the Rules and Regulations in accordance with the revisions set forth in Exhibit A.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 10-29-17.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 10-29-17.

ADOPTED by the Boca Raton Airport Authority, this 18th day of October 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair



RULES AND REGULATIONS

ADOPTED

JUNE 24, 1998

AMENDED

APRIL 18, 2001

SEPTEMBER 22, 2004

DECEMBER 20, 2006

JANUARY 16, 2008

AUGUST 20, 2008

MAY 20, 2009

JULY 21, 2010

NOVEMBER 17, 2010

MARCH 16, 2011

MAY 18, 2011

OCTOBER 16, 2013

DECEMBER 18, 2013 (Revisions incorporated on February 13, 2014)

OCTOBER 18, 2017

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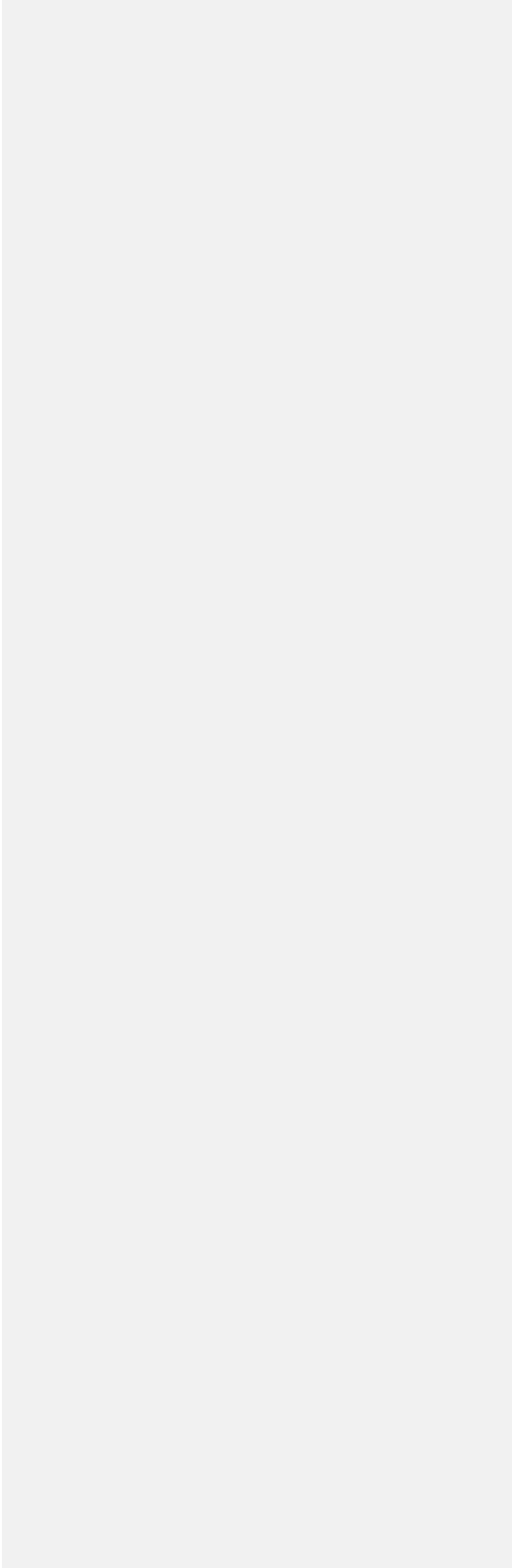
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**SECTION I
GENERAL INFORMATION REGARDING
AIRPORT REGULATIONS**

PURPOSE

The provisions of this document are intended to ensure the safe, orderly and efficient operation of the Boca Raton Airport.

These Airport Regulations (sometimes referred to as airport rules & regulations) have been adopted by the Boca Raton Airport Authority and shall be enforced by the Executive Director in accordance with laws of the State of Florida and Regulations of the Federal Aviation Administration.

SCOPE

The airport is owned by the State of Florida and operated by the Boca Raton Airport Authority. The Airport Authority is organized under Chapter 2004-468, Laws of Florida. These Airport Regulations shall govern all users, customers, vendors and visitors of the Airport and Airport Authority. Administration of the terms of the Airport Regulations shall be under the authority, responsibility and control of the Executive Director. Policymaking activities of these Airport Regulations reside with the Boca Raton Airport Authority.

When an emergency exists at the Airport, the Executive Director is empowered to issue such directives and take such action as necessary to protect people, property and assets and promote the safe operation of the airport.

Such directives and actions of the Executive Director have the power of regulation as long as the emergency exists.

Should any part of these Airport Regulations conflict with federal, state or local government law or ordinance, then such federal, state or local governmental authority takes precedence.

These Airport Regulations shall in no way supersede or abrogate regulations set forth in FAA FAR's (Federal Aviation Regulations).

If any provision of these Airport Regulations is held invalid, the remainder of the Airport Regulations shall be valid. Future amendments, additions, deletions or corrections to these Airport Regulations will be incorporated into the document as required and as directed by the Airport Authority.

OWNERSHIP AND OPERATION

The current Boca Raton Airport was once part of the 5800 acre Boca Raton Army Airfield. After World War II the airport was conveyed as a surplus war asset to a civilian use airport. The remaining 212-acre airport is now owned by the State of Florida and is operated by the Boca Raton Airport Authority. The Airport Authority was created by the Florida Legislature to have jurisdiction over the operation, ~~of and~~ maintenance, ~~of and~~ improvements ~~of to~~ the Boca Raton Airport. By agreement between the Airport Authority and the City of Boca Raton, the City provides police and fire services at the airport. The City is encouraged to incorporate these Airport Regulations as adopted by the Airport Authority into ordinance for ease of enforcement.

DEFINITIONS OF TERMS

AGL

Above Ground Level at a specific location, usually expressed in feet or meters.

AIR CARRIER – ALSO AIRLINE

~~A business using the airport for the transport of passengers or goods and operating the business under the terms and conditions of FAR Part 121.~~

AIRCREW: SEE FLIGHT CREW

AIRCRAFT

Any contrivance now known or hereafter invented and used for navigation and flight in air or space.

AIRCRAFT EMERGENCY

A problem or condition involving an aircraft in flight or on the ground that could endanger lives or property. A pilot, air traffic control personnel or other designated employees, can declare an aircraft emergency responsible for the safe operation of aircraft on the airport.

AIRCRAFT MAINTENANCE

Any work performed on an aircraft by a pilot, owner or mechanic other than the routine cleaning, upkeep and servicing of an aircraft in preparation for flight. Removal of engine cowling, replacement of parts, defueling of an aircraft, or temporary removal of parts normally used for safe flight are activities that place any aircraft in an "aircraft maintenance" mode. For safety and liability purposes, aircraft maintenance must be accomplished in designated areas only.

AIRCRAFT MOVEMENT AREA

The runways, taxiways, aprons and other aircraft maneuvering areas of the airport that are used for aircraft taxiing, hover taxiing, landings, takeoffs and temporary parking of aircraft. The Aircraft Movement Area is usually defined under formal agreement with the FAA air traffic control tower chief, Executive Director, and other major aviation users of the airport. It includes_

2

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all areas normally under the direct and positive control of ground control or tower control. ~~In most cases, it includes all of the AOA.~~

AIRCRAFT NON-MOVEMENT AREA

Those areas of the airport where aircraft taxi, or are towed or pushed without radio contact with the air traffic control tower or with other aircraft. These areas are usually confined to those immediately adjacent to hangars, shops, terminal buildings, self-fueling sites and other structures. Aircraft Non-Movement Areas are usually defined as part of the same formal agreement referenced above under Aircraft Movement Areas.

AIRCRAFT OPERATION

An aircraft takeoff or an aircraft landing.

AIRCRAFT OPERATOR

Any person who pilots, controls, owns or maintains an aircraft.

AIRCRAFT PARKING AND STORAGE AREAS

Those hangar and apron locations of the airport designated by the Executive Director for the parking and storage of aircraft. These areas include "tie-down" aprons equipped with rope or chain devices that are used to secure lightweight aircraft during windy conditions.

AIRFIELD: SEE AIR OPERATIONS AREA

AIR OPERATIONS AREA - ALSO AOA

Any area of the airport used for landing, takeoff or surface maneuvering of aircraft. The AOA is considered a restricted area and is off-limits to the general public. ~~The apron areas directly in front of hangars/operations buildings and self-fueling areas are not part of the AOA.~~ The AOA includes the movement and non-movement areas.

AIRPORT - ALSO AERODROME

All of the land, improvements, facilities and developments within the boundaries of the Boca Raton Airport.

AIRPORT AUTHORITY

The official body of individuals appointed by the Boca Raton City Council and the Palm Beach County Commission as provided for in Chapter 2004-468, Laws of Florida, which has the responsibility for policy, control, overall management and financial matters of the airport.

AIRPORT BOARD: SEE AIRPORT AUTHORITY

AIRPORT LAYOUT PLAN - ALSO ALP

An FAA approved graphic representation to scale of existing and proposed airport facilities, their location on the airport and the pertinent clearance and dimensional information required to show conformance with applicable standards. A current ALP approved by the FAA is a prerequisite to FAA approval of federal funding in support of any airport capital improvement project. The ALP shows all property that is used by the Airport Authority for either aeronautical or non-aeronautical purposes and that is subject to FAA regulation under the applicable grant assurances.

AIRPORT MINIMUM STANDARDS

A document adopted and formally approved by the Airport Authority within which are detailed provisions outlining the minimum standards acceptable by the Airport Authority for business firms aspiring to conduct business operations on the airport.

AIRPORT MOVEMENT AREA: SEE AIRCRAFT MOVEMENT AREA

AIRPORT PROPERTY

All real estate and other material assets owned by the State of Florida and under the control of the Airport Authority.

AIRPORT REGULATIONS - ALSO AIRPORT RULES & REGULATIONS

A document adopted and formally approved by the Airport Authority that contains detailed provisions for the safe, orderly and efficient operation of the airport.

AIRSIDE: SEE AIR OPERATIONS AREA

AIR TRAFFIC CONTROL TOWER - ALSO ATCT, CONTROL TOWER

Air traffic control tower as sanctioned and certified by the FAA for the control, separation and movement of aircraft in the air or on the ground. An ATCT can be either staffed by FAA employees or by FAA-sanctioned contract civilian (private enterprise) employees.

AOA: SEE AIR OPERATIONS AREA

APRON - ALSO RAMP, TARMAC

Those areas of the airport, both public and private/leased, designated by the Executive Director for the parking or storage of aircraft. As a rule, these areas are usually restricted areas and involve activities such as enplaning and deplaning pilots, passengers and cargo and the servicing of aircraft.

ARFF

Aircraft Rescue and Fire-Fighting includes the personnel, equipment and facilities, on or off the airport, dedicated to dealing with aircraft accidents/incidents and all rescue and fire-fighting tasks, structural fires and other fire-fighting emergency activities.

AATC

Air traffic control, as established by the FAA, includes personnel, equipment, facilities and services provided by the FAA or by other private enterprise business firms under contract to the FAA or the Airport Authority.

AUTHORITY: SEE AIRPORT AUTHORITY**BASED AIRCRAFT**

Any aircraft whose "home base" or "predominate residency" is the Boca Raton Airport. [An aircraft's primary home base for the purpose of these Rules and Regulations is the location where the aircraft is principally hangered and from which most of the aircraft's flights originated.](#)

BOARD: SEE AIRPORT AUTHORITY**CARGO AREA, CARGO RAMP AREA**

That area of the airport designated for acceptance and processing of air cargo or airfreight.

COMMERCIAL AGREEMENT

The legal agreement between the Airport Authority and a Commercial Aviation Business that authorizes the Commercial Aviation Business the right to conduct business on the airport and identifies the conditions, rates and charges due the Airport Authority for that right. Lease and rental agreements are examples of commercial agreements.

COMMERCIAL AVIATION BUSINESS - ALSO COMMERCIAL OPERATION/OPERATOR, AVIATION OPERATOR, AVIATION SERVICE OPERATOR

Any person or organization engaged in any business on the airport that is authorized and licensed to conduct such business by virtue of a contract or agreement with the Airport Authority. The business may be directly associated with aircraft and aviation activities or may be associated with non-aviation activities. At some airports, this activity is further divided into Aeronautical Commercial Business (which includes only direct aviation-related businesses) and Non-Aeronautical Commercial Business (which includes all businesses not engaged in an aviation-related activity service for profit). Non-Aeronautical Commercial Businesses would include activities such as entertainment, recreation and amusement facilities, hotels, restaurants, and retail stores.

CONCESSIONAIRE: SEE COMMERCIAL AVIATION BUSINESS**COURTESY VEHICLE**

Any motor vehicle operated free of charge and used to transport people, baggage or other goods from one location to another on the airport or to/from locations off the airport.

CUSTOMER SERVICE

Customer service personnel are provided by an FBO to take customer orders, arrange for aircrew and passenger food, lodging and surface transportation. They also provide information on airport and community facilities and activities.

EMERGENCY VEHICLES

Vehicles that are painted, marked, lighted or escorted and used by the police (security officers), fire department (ARFF), ambulances or other airport officials in response to an emergency situation.

ENGINE RUN-UP - ALSO RUN-UP

The operation of an aircraft engine at power settings in excess of those power settings needed for normal taxiing of the aircraft. Engine run-up is usually associated with relatively high power settings needed to check out the performance of an aircraft engine prior to takeoff.

ENGINE RUN-UP AREAS

Areas designated by the Executive Director that allow high power settings of an aircraft engine. These areas are usually in remote sections of the airport adjacent to active runway takeoff locations.

EPA

U.S. Environmental Protection Agency.

EXCLUSIVE AREA

An area of the airport designated by the Executive Director as selected for and restricted to the sole control of one of the airport's Commercial Aviation Businesses. For example, exclusive areas are often reserved for FBO sites and fuel farm locations.

EXCLUSIVE RIGHT

~~An exclusive privilege granted by the Airport Authority to a Commercial Aviation Business for which that privilege is not granted any other business firm. As a rule, exclusive rights are usually not granted unless unusual circumstances exist.~~

EXECUTIVE DIRECTOR

That person appointed by the Airport Authority as responsible for the day-to-day administration, operations and maintenance of all Airport Authority-owned property, material assets, financial assets and employees.

FAA

U.S. Federal Aviation Administration.

FAR

Federal Aviation Regulation as written, approved and published by the FAA.

FBO

Fixed base operator, which further means a Commercial Aviation Business engaged in the enterprise of supplying transient and home-based aircraft services, as authorized and licensed by the Airport Authority. FBO services normally include aircraft fueling, flight training, aircraft

sales, airframe and power plant repair and maintenance, hangaring, parking (tie-down), aircraft rental and air taxi/air charter service.

FIRE CHIEF

The person in charge of the Boca Raton Fire Department.

FLIGHT CREW

Persons authorized to pilot, ground service, maintain or provide in-flight aircraft services. Flight crews include but are not limited to pilots, flight examiners, flight instructors, crew chiefs, flight engineers, navigators, loadmasters and medical technicians.

FUELING AGENT

A business licensed and authorized to dispense fuel into aircraft or to accept delivery of fuel from a major oil company or a fuel wholesaler at the fuel tank storage facility or fuel farm. At the fuel farm, the fueling agent will further dispense fuel from the fuel storage tanks into fuel servicing vehicles usually associated with an airport FBO.

FUEL SERVICING VEHICLE - ALSO FUEL TANKER VEHICLE, REFUELING TRUCK/VEHICLE

Any motor vehicle used for transporting, handling or dispensing aviation fuel, oils and lubricants.

FUEL STORAGE AREA - ALSO FUEL FARM

Those facilities where AVGAS, JET-A and other types of fuel are stored. These facilities must be in areas designated, inspected and approved by the Executive Director and meeting minimum standards for the safe storage and handling of fuel.

FLYING CLUB: SEE COMMERCIAL AVIATION BUSINESS

GENERAL AVIATION

All categories and types of aviation/aircraft in the U.S. except for certified air carriers (under FAR Part 121) and Department of Defense military aviation/aircraft.

GOVERNMENT AIRCRAFT

Any aircraft owned by a U.S. federal, state or local government entity.

GROUND TRANSPORTATION

The business of transporting passengers, material, baggage, or other goods, usually for a fee, either within the boundaries of the airport or to/from the airport and other locations outside the airport boundaries. Ground transportation includes activities such as rental cars, taxicabs, buses, trains, courtesy vehicles and lodging shuttle service.

HANGAR

Any fully or partially enclosed storage space for an aircraft.

HAZARDOUS MATERIAL

A substance or material in a quantity or form that may pose an unreasonable risk to health, safety, or property when stored, transported or used in commerce, as defined by the U.S. Department of Transportation or the Environmental Protection Agency.

INSTRUCTOR

Any individual providing or offering to provide instruction in the operation (piloting) of an aircraft. Instructor also includes those individuals teaching the methods and procedures of aircraft systems or power plant repair, maintenance and overhaul.

ITINERANT AIRCRAFT - ALSO TRANSIENT AIRCRAFT

Any aircraft not "home based" at the airport ~~but~~ that is transiting the airport, obtaining fuel service or other service at the airport, or on-loading or off-loading passengers or cargo. Itinerant aircraft that are "home based" elsewhere ~~but~~ may park or hangar at the airport for short periods of time.

LANDING AREA: SEE AIR OPERATIONS AREA

LANDSIDE

The general public common use areas of the airport such as public roadways, public parking lots, non-restricted areas of the FBO operations center and other public access non-restricted areas of commercial businesses located on the airport. As a rule, "landside" includes all those areas of the airport that are not defined as the AOA or otherwise fenced, posted or controlled as restricted areas.

LICENSE - ALSO PERMIT

An official written instrument granting a special privilege to conduct specific business activities on the airport. The license is authorized and granted by the Executive Director on an annual basis after the licensee satisfies all necessary conditions as established in the airport Minimum Standards document and pays the required annual license fee. Granting-ofObtaining an airport license is mandatory prior to conducting business on the airport.

LINE SERVICE

Trained FBO personnel normally provide line services. These services consist of marshaling aircraft for parking, towing and hangaring of aircraft, fueling of aircraft and other aircraft general service needs. Line service personnel also assist aircrews and passengers with baggage handling and transportation to and from aircraft parking areas.

MASTER PLAN

The airport master plan includes the official concept of the ultimate development of the airport. It presents the research and logic from which the plan evolved and displays the plan in written and graphic forms. It typically presents schedules of proposed development in the 0 - 5, 6 - 10 and 11 - 20 year time periods.

NOTAM

Notice to airmen.

VEHICLE PARKING AREAS - ALSO PARKING LOT

Those areas designated by the Executive Director as vehicle parking areas for passengers, other customers, employees and ground transportation staging areas (rental cars, taxicabs, buses and shuttles). Some of these areas are also restricted areas. These areas may require payment of fees for the privilege to park a motor vehicle. Some motor vehicle parking areas are under the exclusive control and direction of private enterprise Commercial Aviation Businesses.

MOVEMENT AREA: SEE AIRCRAFT MOVEMENT AREA

NFPA

National Fire Protection Association.

NOTAM

Notice To Airmen as issued by a representative of the FAA, the Executive Director or other authorized official.

NON-MOVEMENT AREA: SEE AIRCRAFT NON-MOVEMENT AREA

~~**NON SCHEDULED OPERATION/OPERATOR**~~

~~**A business using the airport for the transport of passengers or goods under the terms and conditions of FAR Part 135.**~~

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PERMIT: SEE LICENSE PUBLIC USE AREAS, LANDSIDE

Those areas normally used by the general public. These areas include public transportation waiting areas, viewing areas, roads, sidewalks and public motor vehicle parking lots. They do not include areas leased by Commercial Aviation Businesses unless those businesses so designate certain areas as public use areas. They do not include the AOA, restricted areas, ~~or and~~ employee parking lots.

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RAMP: SEE APRON

RESTRICTED AREAS OF THE AIRFIELD

Areas closed to access by the general public. These are limited access areas that the Airport Authority, the FAA, or Commercial Aviation Business owners have elected to restrict for purposes of security ~~or~~and safety. These areas include, but are not limited to, the AOA, airport perimeter roadways, fenced-in areas, aircraft hangars and maintenance shops, military facilities, fuel storage areas and hazardous materials storage areas.

RUNWAY

An area of the airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

SECURITY ID BADGE means the identification and access card issued pursuant to the requirements set forth on Exhibit A to these Regulations.

~~**SECURITY PERIMETER** means the line between the area of the Airport designated for restricted access (the requirements for access to which are set forth in Exhibit A to these Regulations) and the area open to the general public.~~

SECURITY OFFICER

Any law enforcement officer and other persons authorized and empowered by the Airport Authority to enforce these Airport Regulations, regulate motor vehicle traffic, control disturbances and perform other security and safety tasks.

STOP AND GO LANDING

An aircraft landing on an airport runway, coming to a full stop on that runway, remaining on that runway and then adding full power to the aircraft and proceeding to takeoff.

TAXILANE

An area of the airport developed and improved for the purpose of maneuvering aircraft between taxiways and aircraft parking/hangar positions.

TAXIWAY

An area of the airport developed and improved for the purpose of maneuvering aircraft on the ground between runways and aprons and between other parts of the airport.

TENANT

An entity having a written lease, rental agreement or other agreement with the Executive Director or Airport Authority which grants that entity certain rights and privileges on the airport.

TERMINAL - GENERAL AVIATION TERMINAL

That central or primary facility or facilities, in which airport passengers, air cargo and general aviation activities are accommodated, housed and processed.

TIEDOWN AREA: SEE AIRCRAFT PARKING AND STORAGE AREA

TOUCH AND GO LANDING

An aircraft landing on an airport runway, slightly slowing down on that runway, remaining on that runway and then adding full power to the aircraft and proceeding to takeoff.

TRANSIENT AIRCRAFT: SEE ITINERANT AIRCRAFT

TRANSITIONAL LANDING: SEE TOUCH AND GO LANDING

UFC

Uniform Fire Code.

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COMPLIANCE AND ENFORCEMENT

All persons (employees, users, customers, and visitors) are expected to comply with the provisions of these Airport Regulations. The Executive Director is hereby officially empowered by the Airport Authority to enforce these Airport Regulations and utilize the Boca Raton Police Department for assistance.

Any violation of these rules or regulations, except those identified as voluntary, is ~~a misdemeanor and the punishment shall be a warning for first time violators and a subject to a fine of up to \$500 fine for each repeat per~~ violation or as otherwise provided by the laws of the state of Florida.

GENERAL CONDITIONS FOR COMPLIANCE

ACCIDENTS resulting in damage to property or injury requiring professional medical treatment must be reported in person or by telephone to the Executive Director's office.

ADVERTISING of any kind requires the written authorization of the Executive Director and payment of fees as required.

ANIMALS required for assistance to ~~blind, hearing impaired~~ handicapped, or security enforcement persons are permitted on the airport. All other animals, domestic or exotic, are prohibited from the airport administration building, FBO operations center or other restricted areas except when such animals are containerized for air shipment. Domestic dogs are permitted in other public areas of the airport when restrained by leash and kept completely under control.

COMMERCIAL ACTIVITY of any kind, involving the tender of money or barter, requires the written authorization of the Executive Director and payment of fees as required.

COMMERCIAL PHOTOGRAPHY of any kind requires the written authorization of the Executive Director and payment of fees as required.

DAMAGE OR DESTRUCTION OF PROPERTY is prohibited and persons so involved will be fully liable to the Airport Authority.

DEMONSTRATIONS by the general public or by any airport employees require written permission of the Executive Director and will be conducted only in designated locations. Demonstrators who interfere with or impede the normal operation of the airport will be held liable and may be arrested and then punished to the full extent of the law.

DISORDERLY CONDUCT OR OBSCENE ACTS will be punished to the full extent of the law.

++

GAMBLING on the airport is prohibited.

LIGHTS on the airport shall be adjusted or shielded so as not to create glare in the eyes of pilots operating aircraft. Rotating lights shall be used only as permitted by the Executive Director.

LITERATURE DISTRIBUTION requires the written authorization of the Executive Director and payment of fees as required.

LOST OR MISPLACED PROPERTY shall be deposited at the Executive Director's office and if not claimed by the owner within thirty (30) days, becomes the property of the Airport Authority to be sold, used or disposed of at the discretion of the Airport Authority.

RESTRICTED AREAS are established for safety and security reasons. ~~Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless escorted by an authorized airport employee. The general public is also prohibited from all other areas of the airport posted as being restricted areas.~~ Restricted area shall mean any area of the airport wherein entry or use thereof is restricted to authorized personnel pursuant to regulatory measures, including but not limited to: runways, taxiways and associated safety areas and protection zones, ramps, and vehicle parking areas contained within the perimeter fence and hangars.

~~**SECURITY PERIMETER** is the border~~

SIGNAGE standards are established by the Airport Authority. No sign, advertisement, or notice shall be displayed on the outside or inside of any structure on the airport unless authorized by the Executive Director or otherwise approved as part of a lease or contractual agreement.

SOLICITING FUNDS requires the written authorization of the Executive Director and payment of fees as required. This activity is restricted to those areas specified and directed by the Executive Director.

STORAGE OF PROPERTY OR EQUIPMENT outside of buildings, which is not used for flight operations or other aviation activities, is normally prohibited. Any outside storage of property or equipment of a non-aviation nature must be provided for by lease or other contractual agreement with the Airport Authority.

WASHING OF VEHICLES AND EQUIPMENT is only permitted at designated wash locations. The washing of vehicles or equipment by anyone in an airport or tenant parking lot is a violation of the airport storm water permit from EPA and is not permitted.

INSURANCE STANDARDS

~~As used in this section, "Authority Vendor" means any person or entity that performs services for the Airport Authority, but does not include Professional Service Provider.~~

~~As used in this section, "Non Aviation Tenant" means any person or entity that leases or sub-leases non-aviation property at the Airport.~~

~~As used in this section, "Professional Service Provider" means any provider of legal, accounting, insurance brokerage or consulting service providers not required to perform work on the Airport property by contract.~~

~~By performing work for the Airport Authority or at the Airport, each Authority Vendor and Non-Aviation Tenant agrees to comply with the following insurance requirements, unless the Authority Vendor or Non-Aviation Tenant has express contractual terms with the Airport Authority incorporating these or greater requirements:~~

- ~~• 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. Authority Vendors performing work at the Airport shall maintain workers compensation insurance regardless of any exemption from the requirement to do so under the laws of the State of Florida.~~
- ~~• Maintain, at a minimum, Commercial General Liability Insurance in an amount greater than or equal to \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including property damage, personal injury or death, including I.S.O. Broad Form Extensions; and blanket contractual liability and automobile liability, including owned and non owned vehicles.~~
- ~~• Name the Airport Authority (individually and collectively) and its representatives, officials, officers, employees, agents, and volunteers as additional insureds.~~
- ~~• Waive subrogation of insured's claims against the Airport Authority, including its members officers, employees and agents.~~

~~By performing work for the Airport Authority, each Professional Service Provider agrees to comply with the following insurance requirements, unless the Professional Service Provider has express contractual terms with the Airport Authority incorporating these or greater requirements.~~

- ~~• Professional Service Providers shall maintain, at a minimum, Commercial General Liability Insurance in an amount greater than or equal to \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including property damage, personal injury or death, including I.S.O. Broad Form Extensions; and blanket contractual liability and automobile liability, including owned and non owned vehicles.~~

- ~~Professional Service Providers shall maintain professional negligence coverage applicable to the services to be performed for the Airport Authority with limits to be determined by the Executive Director, in consultation with the Insurance Broker of Record.~~

~~The applicable insurance coverages shall be in full force and effect and the required Policies or Endorsements shall be delivered to the Executive Director prior to work being performed.~~

DEFAULT CONTRACTUAL TERMS

~~As used in this section, "Authority Vendor" means any person or entity that performs services for the Airport Authority, and "Authority Vendor Agreement" means the contractual arrangement pursuant to which a Authority Vendor performs services for the Airport Authority.~~

~~The following terms and conditions are incorporated automatically into all Authority Vendor Agreements between the Boca Raton Airport Authority and Authority Vendors entered into on or after July 21, 2010. If there is a conflict between the terms and conditions set forth herein and the terms and conditions of a written contract, the terms and conditions set forth in the written contract shall prevail.~~

1. Independent Contractor.

~~Authority Vendor shall at all times during this engagement be and remain an independent contractor and not an employee of the Airport Authority. Authority Vendor shall be solely responsible for the payment of all required taxes. The Airport Authority will not provide workmen's compensation, health insurance, life insurance, retirement or any other benefits to Authority Vendor or Authority Vendor's employees.~~

2. Work For Hire.

~~(a) Ownership by the Airport Authority. ALL WORK DONE BY AUTHORITY VENDOR FOR THE AIRPORT AUTHORITY SHALL BE DEEMED WORK MADE FOR HIRE AND SHALL BELONG EXCLUSIVELY TO THE AIRPORT AUTHORITY. Without limitation of the foregoing, the Airport Authority is and shall be the owner of all existing or prospective uses or applications, reports, manuals, materials, inventions, programs, processes, specifications, software, system designs and enhancements and their products and results created or worked upon by Authority Vendor, either alone or in conjunction with others, at any time during the period of the Authority Vendor Agreement (collectively, "intellectual property"). Authority Vendor will promptly disclose to the Airport Authority in writing all intellectual property, and Authority Vendor hereby assigns and transfers to the Airport Authority all of Authority Vendor's right, title and interest in and to any and all intellectual property, whether or not patentable.~~

~~(b) Patents, etc. The Airport Authority shall have the right to apply for and obtain patents and other applicable formal means of recognition of exclusive rights to intellectual property. Whenever requested so to do by the Airport Authority, and without further compensation or consideration, but at the expense of the Airport Authority, Authority Vendor shall promptly execute and assign any and all applications, assignments and other instruments which the Airport Authority shall deem necessary in order to apply for and obtain any such desired patents, copyrights, or similar rights, or in order to assign and transfer to the Airport Authority, or to its nominee, the sole and exclusive right, title and interest in and to any intellectual property, or any applications thereof or patents thereon.~~

~~3. Confidential Information.~~

~~(a) Definition. For purposes of this Authority Vendor Agreement, the term "Confidential Information" means any proprietary, confidential, security related or non public information concerning the Airport Authority or the Boca Raton Airport, whether disclosed to Vendor directly or indirectly through an agent or advisor, in writing, orally or electronically, including, without limitation, information relating to projects, know how, financial data, designs, processes, plans, strategies, forecasts, market intelligence, concepts, assets, vendors, suppliers and guest information, pricing information, marketing strategies, purchasing, sales and other business methods and agreements, compensation information, trade secrets, trademarks or service marks, operating data, organizational and cost structures, now or hereafter existing or previously developed or acquired. The status and terms of any discussions between the Airport Authority and Authority Vendor regarding the services provided by Authority Vendor shall also be treated as Confidential Information.~~

~~(b) Exceptions. Notwithstanding the provisions of paragraph 3(a), Confidential Information shall not include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Airport Authority to Authority Vendor; (ii) becomes publicly known and made generally available after disclosure by the Airport Authority to Authority Vendor through no action or inaction of Authority Vendor; (iii) is properly possessed by Authority Vendor before receipt thereof from the Airport Authority; or (iv) which is independently developed by Authority Vendor without any reliance on Confidential Information.~~

~~(c) Return of Information. Upon termination of this Authority Vendor Agreement, or upon the earlier written request of the Airport Authority, Authority Vendor will immediately deliver to the Airport Authority without making or retaining any copies, notes or excerpts thereof in any form or manner, all Confidential Information and any and all copies thereof.~~

- ~~(d) Non use and Non disclosure. Authority Vendor agrees not to use any Confidential Information, including any Confidential Information it may have received prior to the date of this Authority Vendor Agreement, for any purpose, except to evaluate and engage in discussions concerning the provision of services to the Airport Authority. Authority Vendor shall not disclose, disseminate, publish or communicate Confidential Information, except to those of its employees and/or affiliates who are required to have the information in order to evaluate or engage in discussions concerning the provision of services to the Airport Authority. Authority Vendor shall be responsible and liable for the actions of its employees and affiliates with respect to the Confidential Information and shall fully cooperate with the Airport Authority in enforcing any rights of the Airport Authority against any such person in connection with a breach of this Authority Vendor Agreement.~~
- ~~(e) Government Request. If Authority Vendor or its affiliates are requested or required (by oral questions, interrogatories, requests for information or documents subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Authority Vendor will provide the Airport Authority with prompt notice of such request(s), to the extent permitted by law, so that the Airport Authority may seek an appropriate protective order and/or waive Recipient's compliance with the provisions of this Authority Vendor Agreement. If in the absence of a protective order or the receipt of a waiver hereunder Authority Vendor or its affiliates are nonetheless, in the opinion of their respective counsel, compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other liability, censure or penalty, Authority Vendor or its affiliates may disclose such Confidential Information to such tribunal without liability hereunder; provided, however, that Authority Vendor or its affiliates (a) shall give the Airport Authority written notice of the Confidential Information to be so disclosed as far in advance of its disclosure as is practicable, (b) shall furnish only that portion of the Confidential Information which is legally required, and (c) cooperate with the Airport Authority at the Airport Authority's expense and request to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.~~
- ~~(f) Maintenance of Confidentiality. Authority Vendor agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Authority Vendor shall take at least those measures that it takes to protect its own highly confidential information and shall ensure that its employees and affiliates who have access to Confidential Information have signed a non use and non disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees and affiliates. Authority Vendor irrevocably agrees and accepts (i) full responsibility for causing~~

~~its shareholders, officers, directors, employees, agents or affiliates to comply with the terms set forth herein and (ii) liability for the breach of any provisions of this Authority Vendor Agreement by any such parties.~~

~~4. Remedies.~~

~~Authority Vendor agrees that any violation or threatened violation of this Authority Vendor Agreement may cause irreparable injury to the Airport Authority, entitling the Airport Authority to seek temporary and permanent injunctive relief without the necessity of posting a bond or other security in addition to all other legal and equitable remedies.~~

~~5. Notice.~~

~~Any notice, approval, request, authorization, direction or other communication under this Authority Vendor Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Airport Authority if the deliverer gets a time-stamped receipt; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, in each case to the following address:~~

~~Boca Raton Airport Authority
Attn: Executive Director
3701 FAU Boulevard, Suite 205
Boca Raton, Florida 33431~~

~~6. Confidentiality Term.~~

~~The obligations of confidentiality hereunder shall remain in force and effect for a period of five (5) years from the termination of any and all agreements between the Authority Vendor and the Airport Authority.~~

~~7. Assignment.~~

~~This Authority Vendor Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Authority Vendor Agreement.~~

~~(a) By Authority Vendor. Except as otherwise provided herein, this Authority Vendor Agreement may not be assigned by Authority Vendor, except to a wholly owned subsidiary or affiliate of Authority Vendor, without the written consent of the Airport Authority, which consent may be withheld, conditioned or delayed for any reason or without cause.~~

~~(b) By the Airport Authority. This Authority Vendor Agreement may be assigned by the Airport Authority to any person or entity upon written notice of such assignment to Authority Vendor.~~

~~8. **Governing Law; Jurisdiction.**~~

~~This Authority Vendor Agreement shall be governed by and interpreted under the laws applicable in the State of Florida. Authority Vendor hereby submits to the jurisdiction of all courts located in Palm Beach County, Florida with respect to any action or proceeding arising out of this Authority Vendor Agreement and hereby waives any venue or other objection which it may have to any such action or proceeding being brought in any court located in Palm Beach County, Florida.~~

~~9. **Permits.**~~

~~Authority Vendor represents and warrants to the Airport Authority that it has all licenses and permits required by any governmental authority, whether Federal, State, Regional or Local, in order to provide the services described in the Authority Vendor Agreement for the Airport Authority.~~

~~10. **Compliance With Law.**~~

~~In or incident to the performance of services for the Airport Authority, the Authority Vendor shall comply with any and all applicable laws, including but not limited to Federal, State, Regional and Local laws, ordinances, rules, and regulations. Failure to strictly comply with this requirement shall constitute a material breach of the Authority Vendor Agreement.~~

~~11. **Indemnification.**~~

~~Notwithstanding any other obligation to indemnify set forth in this Authority Vendor Agreement, the Authority Vendor shall indemnify, defend and hold harmless the Airport Authority, including its members, officers, employees and agents (and such obligation shall survive the termination of this Authority Vendor Agreement) from damages, liabilities, judgments, injunctions, writs, debts and harm resulting from any actions, demands, claims, suits, or proceedings, including, but not limited to, taxes, reasonable costs and expenses, reasonable attorney's fees and court costs through final appeal, arising out of or in connection with the performance of the work provided for by the Authority Vendor Agreement.~~

12. Entire Agreement.

~~This Authority Vendor Agreement supersedes all prior agreements and understandings between the parties respecting the subject matter hereof and constitutes the entire agreement between the parties.~~

13. Amendments.

~~This Authority Vendor Agreement may be amended only in writing executed by both parties. No waiver by any party of any breach of the covenants set forth herein, or any rights or remedies provided hereunder, shall be deemed a waiver of the same or any other breach, right or remedy, unless such waiver is in writing and is signed by the party sought to be bound. The failure of a party to exercise any right or remedy shall not be deemed a waiver of such right or remedy in the future.~~

14. Severability.

~~If any provision of this Authority Vendor Agreement is held invalid or unenforceable, then such provision shall be modified automatically to the extent necessary to make such provision fully legal, valid or enforceable.~~

15. Access.

~~Authority Vendor understands, acknowledges and agrees that access to the Airport may be limited at any time because of security issues, and the Airport Authority shall not be liable for breaches of this Authority Vendor Agreement or for claims for additional compensation caused by the denial of access to the Airport. Unless otherwise provided for, the Airport Authority shall be given notice of Authority Vendor's intent to access the Airport and access shall not interfere with the Airport operations.~~

16. Counsel.

~~Each of the parties hereto acknowledge that they have obtained the advice of experienced counsel of their own choosing in connection with the negotiation and execution hereof, and with respect to all matters contained herein. The parties to this Authority Vendor Agreement have mutually contributed to the drafting of this Authority Vendor Agreement. No provision of this Authority Vendor Agreement shall be construed against any party on the ground that such party or its counsel drafted the provisions or that the provisions contained a covenant of such party.~~

17. Insurance.

~~Authority Vendor shall comply with the Insurance Standards provided in these Rules & Regulations~~

**SECTION II
AIRCRAFT OPERATIONS**

**AERONAUTICAL ACTIVITIES REGULATED BY AIRPORT
MANAGEMENT**

1. Closure of the airport.
2. Restricted or prohibited flight activities.
3. NOTAM's issued by airport management personnel in addition to those issued by the FAA.
4. Written approval for air shows and other special events.

AIRCRAFT ACCIDENTS/INCIDENTS ON THE AIRPORT

1. Aircraft accidents/incidents must be reported immediately to airport management staff.
2. Disabled aircraft are the responsibility of the aircraft owner. The Executive Director, however, has the power, authority and option to direct removal or relocation of a disabled aircraft from any location on the airport.
3. Access to aircraft accident/incident scenes is controlled by the Executive Director or by the designated person-in-command at the scene.

TAXIING, TOWING OR REMOVAL OF AIRCRAFT FROM THE AOA

1. Taxiing, towing or removal of aircraft from the movement area of the AOA requires clearance from the control tower if it is in operation.
2. The Executive Director is authorized to tow or otherwise direct the relocation of aircraft parked or stored in unauthorized areas.
3. Aircraft engines will not be run in hangars and aircraft will not be taxi into or out of any hangar under actual aircraft engine power. Aircraft will be towed or pushed by machines or by hand into and out of hangars.

**AIRCRAFT OPERATIONS - MANDATORY COMPLIANCE OR
PROHIBITED ACTIVITIES**

1. A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating.

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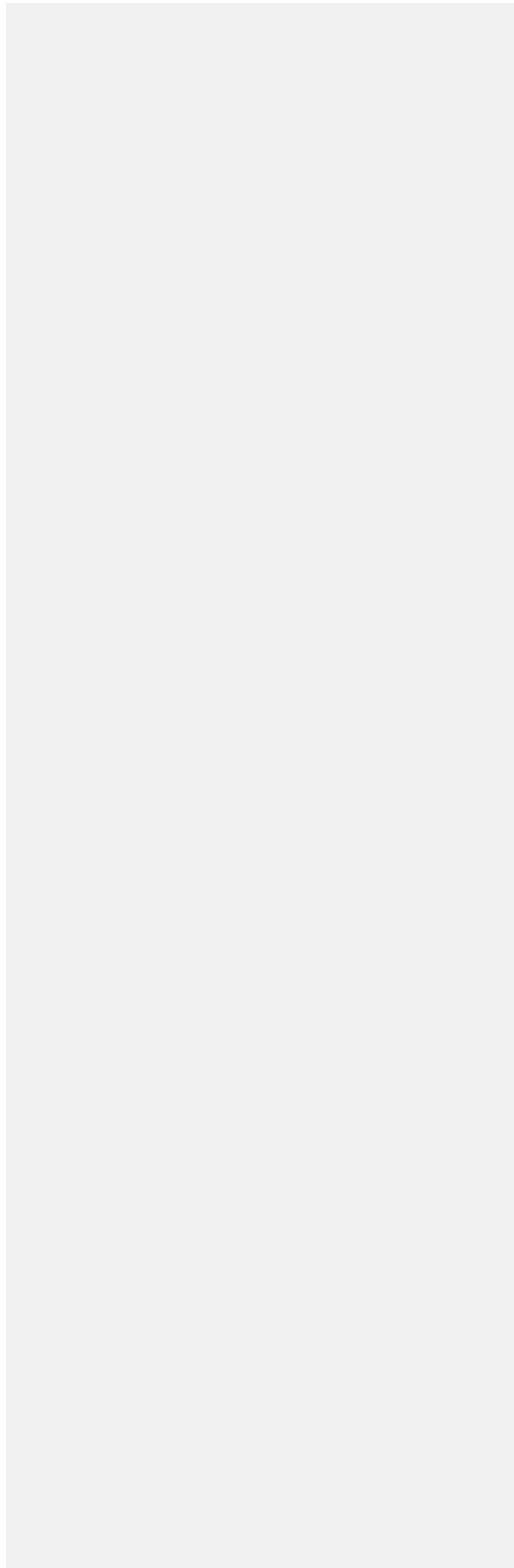
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2. Aircraft repair/maintenance will be performed only in designated areas.
3. Operating aircraft engines inside a hangar is prohibited.
4. Aircraft will be parked, serviced, loaded and unloaded at parking locations designated for each type of aircraft.
5. Derelict/non-airworthy aircraft must be parked in the designated non-flyable aircraft storage area or removed from the airport.
6. Any aircraft weighing more than the runway, taxiway and apron load-bearing capacity limit is prohibited except in an emergency or by special prior approval of the Executive Director for a one time limited operation.
7. All aircraft shall use the full runway length, including the overrun portion preceding the displaced threshold, for take-off except when the end of the parallel taxiway (taxiway "P") is blocked by another aircraft whereupon, take-off run may be started at taxiway "A" or taxiway "H" respectively.
8. Upon landing all aircraft must exit the runway, except that between the hours of 9 A.M. and 5 P.M. Monday through Friday, excluding Federal and/or State holidays, pilots and student pilots may execute Touch and Go's for the purpose of proficiency and training.
9. Stop and Go activity without exiting the runway shall not be conducted at any time on the Boca Raton Airport runway.

**SECTION III
SPECIALIZED AERONAUTICAL ACTIVITIES**

ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. ~~The following s~~specialized aeronautical activities requiring ~~a comprehensive review by the Airport Authority -coordination and regulation-~~through the office of the Executive Director, ~~as well as FAA and ATC, as required. All of the following specialized aeronautical activities require prior written permission, and the Airport Authority through its Executive Director may impose conditions as may be necessary to ensure the safety and security of the Airport, unless such conditions are prohibited by state or federal regulation-~~include the following:
 - Ultralight aircraft
 - Hot air balloons
 - Experimental aircraft
 - Home-built aircraft
 - Parachute drops
 - Banner towing
 - Glider operation
 - Skydiving
 - Drone operations
2. An ultralight operations at the airport must be with aircraft registered with the Federal Aviation Administration (FAA) and have a registration number affixed in order to operate at the Boca Raton Airport. Such registered ultralight class aircraft operating on the airport must be under the control of a FAA licensed pilot or a student pilot under the supervision of a FAA licensed flight instructor. The operation of recreation vehicles not having a valid FAA registration on the airport is prohibited.
3. Because of ~~the substantial fees charged by insurance underwriters for liability coverage of ultralight aircraft at the Boca Raton Airport and-~~the intensity of aircraft operations at the airport, routine operation of ultralight aircraft is discouraged by the Airport Authority.
- ~~4. Operation of ultralight aircraft into the airport traffic area, landings, parking and takeoffs of ultralight aircraft require prior coordination and approval of the Executive Director.~~
- ~~5.4.~~The Executive Director has the authority and responsibility to designate specific runways, taxiways, or other suitable paved or prepared surfaces for occasional ultralight class aircraft activity. No grass landings or takeoffs of ultralight aircraft is permitted
- ~~6.5.~~The Executive Director has the authority and responsibility to approve/disapprove requests for use of the airport facilities for hot air balloon launches, experimental aircraft tests, home- built aircraft tests, glider operations and parachute drops.
- ~~7.6.~~Parachute drops are normally not permitted due the high volume of aircraft operations and the lack of a suitable drop zone.



8.7. Glider operations are not normally permitted as operational limitations preclude the safe and efficient launch and recovery of gliders.

9.8. Due to lack of space for the safe pick-up and dropping of banners, no banner towing activity is permitted on the airport.

10.9. The Executive Director will coordinate these activities [listed under this section](#) with the air traffic control tower supervisor.

**MANDATORY COMPLIANCE BY OWNERS/OPERATORS OF
SPECIALIZED AERONAUTICAL ACTIVITY EQUIPMENT**

1. Prior to operating any type of equipment listed above, the owner/operator of the specialized aeronautical equipment must obtain approval in writing from the Executive Director.
2. The owner/operator of such specialized aeronautical equipment will be limited by the Executive Director to launching, testing, high-speed taxi to/from specific sites on the airport. Those sites might be runways, portions of runways, taxiways, clear zones or other airport property. Specific site location may also be limited by designated time of day use.
3. Proof of liability insurance in an amount acceptable to the Executive Director is required.

**SECTION IV
VEHICLE OPERATIONS**

VEHICLE OPERATIONS REGULATED BY AIRPORT MANAGEMENT

1. The Executive Director has the authority to deny, restrict or cancel the right of any motor vehicle driver from operating on the AOA.
2. The Executive Director and staff have the right to tow or otherwise move any motor vehicle for reasons of safety, security, abandonment or police investigation.
3. The Executive Director will establish minimum liability insurance limits for tenant business vehicles and other privately owned vehicles that are allowed access to the AOA.
4. Liability insurance limits for motor vehicles operating on unrestricted public airport roadways will be consistent with state motor vehicle insurance laws.
5. Access to construction sites will be reviewed during a pre-construction conference and must be approved by the Executive Director. Failure to comply with the approved access shall constitute a violation of these rules.

VEHICLE OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

- ~~1.~~ All airport roadways shall be deemed to have City "status".
- ~~2.~~1. All motor vehicles on airport roadways and parking lots shall conform to City of Boca Raton Traffic Ordinances.
- ~~3.~~2. Unless otherwise posted, the speed limit on all airport roadways is 35 miles per hour (MPH).
- ~~4.~~3. The maximum speed on the AOA ramps is 15 mph. Vehicles operating on the ramps, aprons and operational areas of the airport shall proceed with care. Erratic driving or excess speed is prohibited.
- ~~5.~~4. For night or low visibility operations, all headlights, taillights, and running or clearance lights on vehicles shall be operational. The driver of each vehicle shall be responsible for the proper operation of such lights.
- ~~6.~~5. Motor vehicles operated on the AOA shall be in sound mechanical order with adequate lights, horn and brakes. Trailers and semi-trailers shall be equipped with proper brakes so that when disengaged from towing vehicle, neither aircraft engine blast nor wind shall cause them to become free rolling. Drivers will comply with police directives.

~~7-6.~~ Aircraft and pedestrians have the right of way over motor vehicles.

~~8-7.~~ Motor vehicle drivers will not operate vehicles on a runway or taxiway unless authorized to do so by the Executive Director.

~~9-8.~~ Motor vehicle drivers will park in designated parking areas only. **The aircraft-parking apron is not a designated motor vehicle parking area.** Vehicles will not be parked within 15 feet of a fire hydrant, including hydrants that are flush with the ground, or so as to block a driveway, AOA gate or fire lane.

~~10-9.~~ Motor vehicle drivers/owners/agents shall not clean or repair a motor vehicle other than in designated vehicle maintenance and clean-up areas.

~~11-10.~~ Motor vehicle drivers will yield to aircraft and pass at least 100 feet to the rear of taxiing aircraft.

~~12-11.~~ Driving under any portion of an aircraft is prohibited.

~~13-12.~~ Motor vehicles will not be parked or maneuvered closer than ten (10) feet from any aircraft. Specialized vehicles needed to service an aircraft are exempt from this rule.

~~14-13.~~ The driver of any vehicle involved in an accident on the AOA shall stop and wait for police, as required by state traffic laws, ~~and render assistance at the scene.~~ All drivers involved in accidents on the AOA shall give his/her name, address and operators license number to others involved in the accident and to any witness, police/security officer, and airport official upon request.

**SECTION V
TENANT OPERATIONS**

TENANT OPERATIONS REGULATED BY AIRPORT MANAGEMENT

1. All tenant commercial operators on the airport must have a lease/operating agreement with the Airport Authority or be operating as an Airport Authority approved subtenant of another approved tenant operator. The lease/operating agreement identifies specific commercial activities approved for each airport business firm.
2. All airport based tenant operators (excludes approved sub tenants) must be party to a fully executed lease/operating agreement with the Airport Authority.

TENANT OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Tenants of Airport Property are prohibited from subleasing any portion of any premises located on Airport Property or assigning any lease agreement with the Airport Authority without the prior written approval of the Airport Authority, which may be withheld for any reason. This does not apply to the subletting of hangar or tie-down space by an FBO. Tenants shall require all proposed Subtenants to complete an Affidavit of Corporate Representative of Proposed Subtenant, which the Executive Director will provide upon request. Tenants shall submit the completed Affidavit of Corporate Representative of Proposed Subtenant, along with the Tenant's written request to sublease any portion of any premises located on Airport Property. The provision of accurate, truthful and complete information in the Affidavit of Corporate Representative of Proposed Subtenant shall be an absolute condition precedent to the Airport Authority's approval of a proposed Subtenant, if such approval is given. If the Airport Authority finds, at any time, that the information provided in the Affidavit of Corporate Representative of Proposed Subtenant is not or was not accurate, truthful and complete, the Airport Authority's approval of a Subtenant shall be rescinded and the Subtenant will be required to vacate Airport Property within thirty (30) days.
2. Tenants are responsible for training employees on the contents of the Airport Regulations; Airport Emergency Plan, Airport Minimum Standards and applicable portions of the tenant lease agreement with the Airport Authority.
3. Tenants must ensure that all tenant employees meet physical and mental standards necessary for the safe conduct of each employee's job task, especially as these tasks relate to safe and rational conduct in and around aircraft and all other areas of the AOA.
4. Tenant shall keep hangars, shops, offices, buildings, structures and areas adjacent thereto free of waste material, rubbish, junk, landscaping litter and flammable material. Sanitation, trash and garbage receptacles will be placed in pedestrian traffic areas to accommodate and encourage the disposal of refuse. Restrooms will be maintained in clean and sanitary

conditions. All floors, walls and ceilings will be maintained in clean, sanitary and well-lighted condition.

5. All tenants are required to be co-permittees in the airport storm water discharge permit. Tenants are responsible for reporting to the Executive Director and the appropriate regulatory agency any type of discharge having the potential to do damage to the environment.
6. Tenants are responsible for undertaking any required environmental clean up on their leasehold.
7. Structural and decorative changes to any building, structure, ramp, or other airport property requires prior written approval of the Executive Director and must comply with local building codes and inspections.
8. Tenants shall, at the request of the Airport Authority or Executive Director, provide the names, addresses and phone numbers of all users, customers, and visitors whether individual or entities using the leased premises and/or subleased premises.
9. Tenants shall obtain a folio or other parcel identification number, if applicable, from the Palm Beach County Property Appraiser for all non-aviation tenant improvements, and shall pay any and all applicable ad valorem taxes, other taxes, assessments, franchise fees, and other fees and charges, unless otherwise provided by law. This provision shall not be amended by the Boca Raton Airport Authority without the prior written consent of the City of Boca Raton.
10. Tenants shall obtain the prior consent of the Airport Authority for transactions, actions or events related to or impacting their lease and/or the leasehold premises, including but not limited to physical changes and/or changes to the use of the leasehold premises, amendments to leases of subtenants, environmental compliance, refinancing of leasehold mortgages, corporate restructurings, changes to ownership of closely held entities, and mergers with or acquisitions by or of other corporate entities. In order to obtain the consent of the Airport Authority for a particular transaction, action or event, the Tenant shall request consent and provide all necessary documentation for the transaction, action or event to the Executive Director at least twenty (20) calendar days prior to a regularly scheduled meeting of the Airport Authority. Depending on the complexity of the transaction, action or event, the Airport Authority may extend its review time by one or more 10-day periods.

**SECTION VI
SAFETY PROCEDURES**

SAFETY PROCEDURES REGULATED BY AIRPORT MANAGEMENT

1. Fuel vendors must be licensed, inspected and approved by the Executive Director.
2. Fueling of aircraft and fuel servicing of all types of over-the-road motor vehicles must be performed in locations designated by the Executive Director. Aviation fuels will not be dispensed for use in over the road vehicles.
3. Smoking is permitted only in designated areas.
4. All applicable National Fire Protection Association (NFPA) standards concerning fueling activities are hereby incorporated as part of this Airport Regulations document.
5. Except as approved by the Executive Director, no Class A or Class B explosives, Class A poisons or radioactive material is permitted on the airport.
6. The Executive Director and staff have the right to inspect all tenant premises and to observe tenant activities and records as a condition to and method of preventing unsafe practices.
7. The provisions of fire code, except provisions specifically exempted by the Airport Authority, as adopted by the City of Boca Raton are hereby adopted by the Airport Authority and incorporated as part of this Airport Regulations document.

SAFETY PROCEDURES - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Fuel storage areas will be fenced, with gates and warning placards, prohibiting general public access.
2. Fueling of aircraft in an airport hangar is prohibited.
3. Fueling an aircraft with one or more of the aircraft's engines running is prohibited.
4. Aircraft and fuel servicing equipment (trucks, carts, hydrants, nozzles) must be bonded to each other before fuel flow starts.
5. Open flames are not permitted within fifty (50) feet of any fuel service activity or fueling equipment.

6. Smoking is prohibited on all aircraft aprons, within fifty (50) feet of any aircraft, within fifty (50) feet of a fuel handling vehicle and at all other locations on the airport where specifically prohibited by signs.
7. Fuel service activity will cease when lightning discharges occur within the vicinity of the airport.
8. Any one causing a fuel spill in excess of twenty gallons must report it to the Executive Director. A fuel spill of any amount that enters the airport storm water system must be reported to the Executive Director.
9. The culpable party must also report fuel spills in excess of twenty gallons to the Boca Raton Fire Department.
10. Electric switches and fixtures must be "explosion proof" when installed for use in the immediate vicinity of fuel vapors.
11. Fuel servicing vehicles are prohibited from being parked or stored inside a building.
12. During fuel servicing, two (2) dry chemical fire extinguishers (15 pounds or larger) or CO2 equivalent will be available for immediate use.
13. All tenants are responsible for supplying and maintaining fire extinguishers on tenant premises.
14. No flammable, corrosive or toxic liquids will be disposed of into or onto storm drains, sewer drains, toilet/shop/hangar drains, aprons, parking lots, roadways, catch basins, ditches or raw land.
15. Cylinders of compressed flammable gas will not be stored inside any buildings except as provided by NFPA standards and local codes.
16. Storage of flammable liquids, gases, flares (except signal flares maintained as a part of a pilot's emergency kit) or other similar items in any building or structure on the airport are prohibited unless approved in writing by the Executive Director.
17. Open fires of any type are prohibited on the airport unless approved by the Executive Director.
18. All welding operations shall be conducted in approved welding booths or approved aircraft maintenance areas according to local code.
19. Storage of lubricating oils by commercial vendors must be in code-approved locked storage cabinets.

20. Storage of a volatile compound having a flash point of less than 110 degrees Fahrenheit is prohibited on the airport unless use of the compound is required for aviation purposes, approved in writing by the local fire marshal and in a room fireproofed or otherwise fire protected according to code.

21. All fire extinguishing equipment must be inspected and tagged in accordance with NFPA standards and local codes.

~~22. No person shall intentionally obstruct, delay, physically disturb or interfere with the free movement of any other person on the airport. Law enforcement officers are exempt from this rule.~~

23.22. Hunting on airport property is prohibited.

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**SECTION VII
SECURITY REQUIREMENTS**

**SECURITY REQUIREMENTS REGULATED BY AIRPORT
MANAGEMENT**

1. RESTRICTED AREAS are established for safety and security reasons. Except for passenger enplaning or deplaning of aircraft, the general public is prohibited from the AOA unless escorted by ~~an~~ authorized airport employee or FBO personnel. The general public is also prohibited from all other areas of the airport posted as being RESTRICTED AREAS.
2. Aircraft requiring the presence of security guards or police officers must coordinate this requirement with the Executive Director.
3. Only flight crews, passengers going to and from aircraft, aircraft service and maintenance technicians, FAA, ARFF and security personnel, or others authorized by the Executive Director, shall be permitted into the ~~AOA~~ movement area.
- ~~4.~~ Pedestrians or motor vehicle operators observed in other than public use areas without authorization by the Executive Director will be considered trespassing and subject to arrest.
- ~~4.~~
5. Law enforcement officers have the power and authority to enforce laws, ordinances, rules and regulations within the airport boundaries.
6. No person is permitted inside the ~~SECURITY PERIMETER~~ RESTRICTED AREA;
(a) without issuance and display of a SECURITY ID BADGE; or
(~~a~~)
(b) without being escorted by and under the supervision and direction of a SECURITY ID BADGE holder.
~~The SECURITY ID BADGE application requirements and the procedures for issuance and use of a SECURITY ID BADGE are set forth in Exhibit A to these Regulations.~~
7. In the event of conflict between the requirements of this Section, ~~including Exhibit A,~~ and any other provision of these Regulations, the Minimum Standards or a Lease or sublease, the requirements of this Section, ~~including Exhibit A,~~ shall control.

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SECURITY OF AIRCRAFT AND AOA

1. When the condition or mission of an aircraft requires security guards or police, the owner or operator of the aircraft is responsible for obtaining and paying security service personnel.
2. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on the AOA or other locations on their airport tenant-leased areas of responsibility.
3. Tenants and tenant employees are responsible for safeguarding doors, gates and other forms of passageways between the AOA and the landside of the airport.

4. A breach in security caused by a tenant employee that results in an FAA or Airport Authority finding of negligence will be cause to review, fine and possibly curtail tenant employee access to the Movement Area.

WEAPONS

No person will carry a weapon ~~in~~ in the passenger terminal or sterile area of the airport, except encased ~~sporting~~ weapons carried for shipment. Fla. Stat. §790.06(14)(2017). No person may bring a loaded firearm on a plane or cause a loaded firearm to be placed on a plane in a manner that is accessible to passengers in flight. 49 U.S.C.A. §46505. Federal, state, local government ~~and airport employees~~ officials designated by the Executive Director are exempt from this rule, to the extent provided for under state and federal law.

**SECTION VIII
NOISE ABATEMENT**

MANDATORY COMPLIANCE BY PILOTS

1. High Power Maintenance Run-Ups require prior authorization of the Authority (561-391-2202) and are only permitted 8am to 8pm.

VOLUNTARY COMPLIANCE BY PILOTS

1. In addition to complying with FAA regulations for minimum altitude overflights, all pilots are requested to avoid overflights below 1,000 feet AGL prop driven and 1,500 feet AGL turbo jet, of the residential areas in the vicinity of the airport.
2. Please limit Touch and Go landings on the runway to Monday thru Friday between 9 a.m. and 5 p.m., and please avoid legal holidays.
3. Stop and ~~go~~-Go activities are discouraged at all times.
4. Please limit intersection takeoffs to an absolute necessity. Use full Safety Overruns for takeoff.
5. Pilots are requested to use the NBAA close in noise abatement procedures on take-off.
6. Pilots are requested to follow the airport noise abatement procedures on departure.
7. Pilots/aircraft operators are requested to abide by the voluntary curfew for arrivals and departures between 10 p.m. and 7 a.m.
8. Pilots are expected to use good judgment and flight procedures that result in minimum noise and avoidance of low altitude maneuvers while conducting flight in the airport traffic area. Optimum power settings and maximum altitudes shall be maintained consistent with safety.

**SECTION IX
SPECIAL EVENTS**

ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. Special Events Defined

- a) **Aeronautical**. Special events requiring the written coordination, regulation and approval by the Executive Director include the following:
- Air Shows
 - Static Displays
 - War Bird Shows
 - Fly-In Meets
 - Parachute Team Demonstrations
 - Grand Openings
 - Special events which will promote public use and awareness of the Airport ~~and or aviation involving the Boca Raton Community Hospital, which said Hospital provides medical facilities and services to the Airport in connection with the Airport's Emergency Response Plan~~

- b) **Non-aeronautical**. There are occasions for ~~non-aeronautical~~ tenants to conduct ~~non-aeronautical~~ activities or events that are not within the scope of the tenant's normal business use of the premises. The Airport Authority wishes to allow its ~~non-aeronautical~~ tenants to conduct these activities and events, provided the overall safety and security of the Airport, airfield and aviation operations are not negatively impacted, and provided that the operations of other Airport tenants are not negatively impacted. Accordingly, all such special events require the preliminary written authorization by the Executive Director, and official approval by the Airport Authority. A special event for a non-aeronautical tenant means an event or activity hosted by the tenant on land designated for non-aeronautical use that is not within the scope of the tenant's normal business use of the premises, reasonably expected to draw attendance above normal tenant operations and/or for a temporary use not permitted under the tenant's lease is a non-aviation special event.

~~2.~~ All special events require preliminary written authorization by the Executive Director in the initial planning stage, but in no event less than forty-five days before the beginning of the proposed special event. The Executive Director, in his/her sole discretion, may authorize special events with less advance notice and make such authorization subject to conditions deemed appropriate. The authorization will be in the form of a letter of authorization from the Executive Director to the special event sponsor in which the sponsor is recognized as involved in the planning process for a specific type of special event. The letter of authorization may be used as an introduction to other local government agencies, the FAA, potential event sponsors and local business leaders. —The letter will recognize the special

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event sponsor as a legitimate representative of a proposed special event, and that the sponsor is authorized to pursue the planning process.

(NOTE- This letter of authorization by the Executive Director is not a permit or license to proceed with the event. It is merely an authorization to pursue the feasibility and planning process for the special event. This step is necessary so that details of the planning will not get too far along before the Airport Authority is brought into the process.)

3. All special events must be officially approved by the Airport Authority in the form of a resolution authorizing the special event. Special event sponsors are responsible for obtaining any and all permits, licenses and other approvals required for the special event by the City of Boca Raton, Palm Beach County and any other agency of federal, state, regional or local government with regulatory jurisdiction.

4. All special events for which a fee is charged by the sponsor for admission must be coordinated with the Executive Director prior to the granting of a Special Event Permit.

(NOTE - During this step, the Executive Director and special event sponsor will agree on the terms and fee structure of the event and the percentage of gate or fixed fee to be paid to the Airport Authority, thus offsetting extra overhead costs and enhancing revenues.)

5. The special event sponsor will be required to obtain liability insurance for the event [acceptable to the Airport Authority in accordance with the Insurance Standards set forth in Section I of these Regulations](#).

6. Special events conducted on land designated for aeronautical use must promote an aeronautical use, an aeronautical business purpose, the Boca Raton Airport, or aviation generally.

MANDATORY COMPLIANCE BY SPECIAL EVENT SPONSOR

1. If the special event is expected to attract an attendance of 1,000 persons or more, the sponsor must coordinate road and highway impacts with local police, sheriff and/or highway patrol.

2. The Sponsor shall provide the Executive Director with the following:

- an "adverse weather" plan for the event, if applicable or required by the Executive Director; documentation evidencing arrangements for ambulance, auto towing, garbage pick-up, refuse clean-up, structural fire and ARFF services, if applicable or required by the Executive Director;
- a Safety, Security and Barricade Plans for the event, if applicable or required by the Executive Director;

- a description of aeronautical activities to be performed at the event, including the aircraft performing the activities, flight plans and a detailed description of any aerobatic maneuvers;
- endorsement(s) of the sponsor's insurance policies, ~~which are required to be maintained pursuant to Section 1 of these Regulations, Article A, Section 12 of the Minimum Standards and/or the sponsor's lease, as they may be amended from time to time,~~ extending policy coverage to each individual activity authorized by the Authority in the resolution authorizing the special event. The Executive Director may require the sponsor to obtain additional types of insurance coverage(s) or policy(ies), in his or her sole discretion, to protect the Authority's interests or insure activities not ordinarily conducted by the sponsor;
- documentation of any requirements for the event required because of the particular activity; and
- documentation of any other requirements imposed on the special event by the Executive Director.

1-3 The special event must be planned to accommodate the normal ingress and egress of motor vehicles for general aviation users of the airport, or other business activities normally conducted at the airport.

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2-4 If applicable or required by the Executive Director, airport runways and/or landside "closure" must be coordinated in advance with the Executive Director and other users of the airport.

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3-5 Special events involving aerial activities that are not of a routine nature for the airport, as determined in the sole discretion of the Executive Director, will require the designation and approval of an "air boss" who is experienced in directing and controlling the aerial activities planned for the event. The person designated as "air boss" must be approved by the Executive Director.

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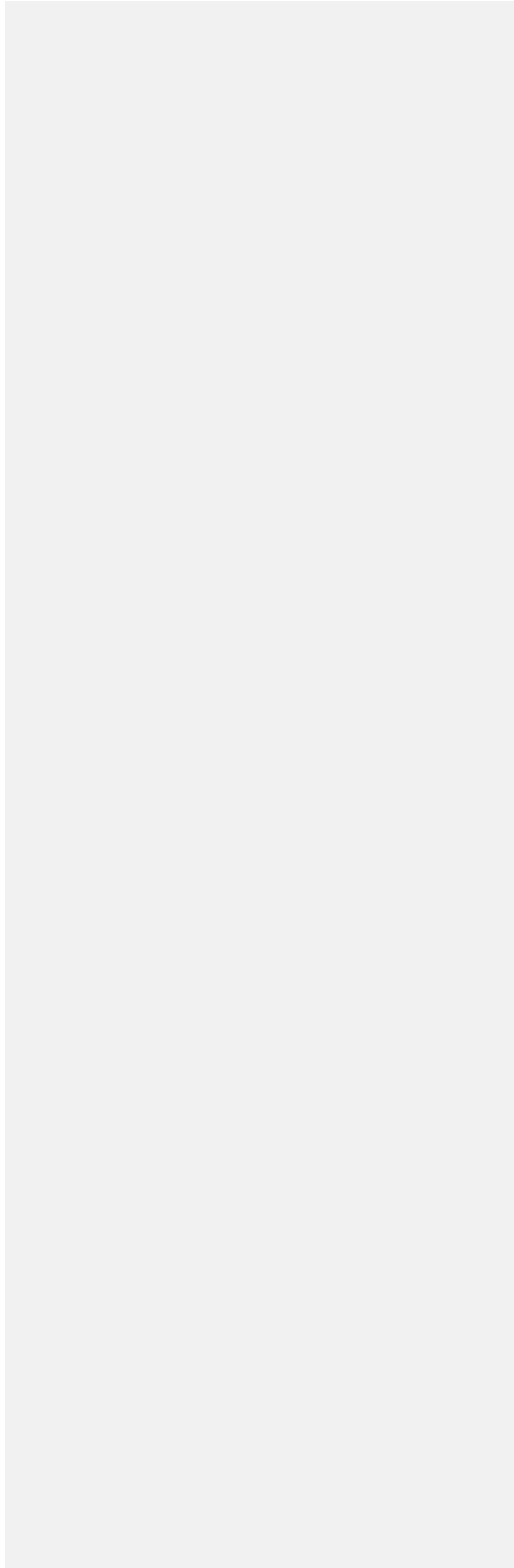
4-6 A special event that involves aerobatic maneuvers, as determined in the sole discretion of the Executive Director, by aircraft must be coordinated with the Executive Director and the local Flight Standards District Office of the FAA.

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5-7 Failure of the sponsor to adequately perform trash and litter clean-up of the airport and repair or compensate for damaged property as a result of the special event will be billed for extra overhead expense and damages by the Airport Authority.

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**SECTION X
CONSTRUCTION ACTIVITY**

MANDATORY COMPLIANCE BY CONTRACTORS

1. The Executive Director must be notified two (2) weeks in advance of all construction activity planned to take place on the ~~airport~~ AOA.
2. Contractors and or tenants planning to undertake construction activities on the airport must present a Safety During Construction Plan for approval by the Executive Director.
3. Contractors are responsible for insuring that all persons involved in the construction project follow the approved safety during construction plan.
4. All personnel and equipment shall remain in approved staging areas, haul routes and construction areas.
5. If the Control Tower is in operation, no vehicle, equipment, or personnel shall enter the movement area of the AOA without permission of control tower personnel. This permission is normally granted via radio.
6. Contractors shall provide personnel as necessary at the contractors AOA access gate to insure AOA security and provide escort for inspectors, etc. to the construction site where necessary.
7. All construction vehicles entering the AOA shall be marked with a three-foot square orange and white checked flag for daytime activities and a 360 degree rotating or flashing amber light during nighttime activities.
8. The airport has numerous underground utilities not identifiable by normal locator services. All excavation on the airport must be coordinated with the Executive Director prior to commencing any digging.
9. Contractors shall locate and mark utility routes at intervals of not more than 25 feet in the vicinity of construction.
10. Contractors shall mark excavations and closed pavement areas with lighted barricades or other devices acceptable to the Executive Director.
11. Contractors shall immediately notify the Executive Director of any cable cuts and shall properly repair any damage at the contractor's expense.

12. Any type of fueling support equipment used is subject to inspection and must comply with local fire and safety codes.
13. Contractors shall provide trash dumpsters and insure that trash from construction is not wind-blown beyond the construction site limits.
14. Contractors shall provide sweeping capabilities to clean pavement areas if deemed necessary by the Executive Director.

SECTION XI
COST RECOVERY

1. It is the policy of the Airport Authority to recover costs it incurs, including consultants' and attorneys' fees, in reviewing non-routine matters requiring the Airport Authority's approval.
2. For purposes of this Section, "non-routine matters" means requests for Airport Authority approval that involve complex issues, substantial or protracted negotiation, or review under compressed timeframes, in the Executive Director's sole discretion, or in which costs are incurred in excess of \$2,500.
3. Any attorneys' or consultants' fees and costs shall be billed to the requesting party at the same rates charged to the Airport Authority.
4. Once it is determined that the Airport Authority has incurred costs on a non-routine matter, it shall be entitled to recover any and all costs, including consultants' and attorneys' fees, related to the request requiring the Airport Authority's approval.
5. Cost recovery shall be implemented through contingent approval of the request, and the contingent nature of the approval may not be satisfied until such time as the Airport Authority is reimbursed for its costs incurred.

~~SECTION XII:~~
U.S. CUSTOMS AND BORDER PROTECTION FACILITY
Customs and Border Protection
Facility

1. All aircraft, boaters and persons accessing or utilizing any portion of the U.S. Customs and Border Protection (USCBP) Facility Ramp shall comply with all USCBP requirements and procedures.
2. All aircraft and boaters clearing USCBP at the Airport shall pay fees in accordance with the Airport Authority's Fee Schedule. Fees shall be paid via the automated kiosks located in the USCBP Facility. Fees not paid through the automated kiosks shall be subject to surcharges and late fees in accordance with the Authority Fee Schedule. Failure to pay any fee associated with use of the USCBP Facility may result in loss of Airport access and associated privileges and liens against aircraft.
3. All persons, tenants, employees, or contractors requiring access to the USCBP Facility Ramp for the purposes of servicing of aircraft shall be badged in accordance with the Authority Badging Policy. Such persons shall also be vetted and receive approval through the USCBP Office.

-
4. All garbage removed from the aircraft shall be treated as international waste and shall be disposed of in the appropriately labelled receptacles. Failure to do so may result in fines and loss of Airport access and associated privileges. Any spill or loss of containment involving regulated international waste shall be reported to Airport security immediately.

5. Aircraft shall not be allowed to remain on the USCBP Facility Ramp beyond such time as is required to clear the USCBP Facility.

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Exhibit A

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ID Badging

Summary Description

In accordance with Boca Raton Airport Authority (BRAA) policies, all airport workers (employees, tenants, contractors, etc.) must obtain and display an identification badge issued by the BRAA when working in the secure area of the Airport (the area enclosed by the perimeter fence, gates, walls, buildings and other structures). All badges will be worn to readily identify authorized personnel in the secure area. This badge must be worn above the waist and outside clothing to be properly displayed.

If a person is observed on the secure side of the Airport without a badge or properly monitored/escorted by a badge holder, BRAA or authorized tenant personnel will notify Airport Security and contact the appropriate company/tenant for corrective action. Any General Aviation (GA) security violation at the Boca Raton Airport could result in actions ranging from a verbal warning to denied access to the Airport. All Airport Badging / Access Control Policies and Procedures are under continuous review, and subject to revision.

Issuance Policy

The Airside Operations Office is responsible for the issuance of Airport Identification Badges to individuals requesting access to the Airport.

Procedures

A. Badge Application

1. There are four different types of ID badges issued by the BRAA. The following are the descriptions of the type of badging:

- a. ID Badge only — ID only badges are issued to those persons who need to be identified on Airport property but who do not have authorization to access any gates
- b. ID Badge only, with expiration — ID only badges are issued to those persons who need to be identified on Airport property but who do not have authorization to access any gates, and the ID expires at a preset date
- c. ID & Gate Card combination — this badge allows access to the gate which leads to the Airport Secure Area and tenant ramps.
- d. ID & Gate Card combination, with expiration — this badge allows access to the gate which leads to the Airport Secure Area and tenant ramps and the ID & access expires at a preset date.

2. Application for a Badge is made on the Boca Raton Airport Authority's Identification/Gate Card Application Form. This Form must be completely filled out, properly signed and submitted to the Airside Operations Office for processing. The Form will be checked by this Office for accuracy including proper signatures and

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dates. Identification/Gate Card Application Forms are available at the airport company/tenant offices.

3. The Identification/Gate Card Application Form includes a list of Terms & Conditions on the backside of the application that must be adhered to by each badge holder. If any of the Terms & Conditions are not followed, the Deputy Executive Director of Airside Operations has the authority to revoke the ID/Gate Card.

B. Identification/Documentation

1. All badge applicants must present a form of identification issued by a Government Authority and must include a photo. The following are the types of current/valid identification accepted by the BRAA:

- a. State Driver's License
- b. State ID Card
- c. US Passport
- d. Military ID

2. Each company/tenant that requests Airport ID Badges must identify one or more responsible company employees as a "Signature Authority" (this will be limited to no more than two or three individuals in each company/tenant area). Only Identification/Gate Card Applications signed by a "Signature Authority" will be accepted for processing. Names of individuals authorized to sign Identification/Gate Card Applications for a particular company/tenant are on file in the Operations Office. Each Identification/Gate Card Application submitted for processing will be checked to ensure that it is authorized by one of the authorized signers. The signature of a Signature Authority on an Identification/Gate Card Application Form certifies that the Signature Authority has determined that the applicant requires unescorted access to the Secure Area/Ramp and that the Application has been reviewed for completeness. The Signature Authority is also responsible for indicating on the Identification/Gate Card Application that the applicant will have a need to access gates and specifically list those locations by gate number.

C. Fees

1. The following fee schedule has been established by the BRAA for the processing of Identification/Gate Card Applications and badge issuance.

- a. New Badges - \$25
 - b. Replacement Badge - lost or damaged (1st Replacement) - \$25*
 - c. Replacement Badge - lost or damaged (2nd Replacement) - \$50
 - d. Replacement Badge - lost or damaged (3rd Replacement) - \$100 and possible non-renewal of ID badge at the discretion of the Deputy Executive Director of Airside Operations.
 - e. Failure to Return Fee - \$100 for each badge not returned to BRAA
- *The Deputy Executive Director of Airside Operations may waive the damaged fee if the badge has deteriorated due to exposure from the sun/elements.

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2. The BRAA will only accept cash, check / or money order made out to the Boca Raton Airport Authority.

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3. Payment should be taken by the Security Administrator upon acceptance of the Identification/Gate Card Application. Upon receipt of payment, the Security Administrator should immediately issue a receipt (top original) to the applicant, and retain a copy of the transaction in the subsidiary receipt booklet.

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4. At the close of the business day (if this is not possible then by the close of business the following day), the Security Administrator should submit the collected funds to the Office Manager. The Office Manager should sign the subsidiary receipt as acknowledgement of acceptance of the funds, remove a copy for the Office Manager files, and should retain the monies in a locked safe until deposit is made.

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5. Quarterly, the Security Administrator should submit a report to the Office Manager generated from the ID badging system showing all badges issued during the quarter along with a copy of the "Badge Number Issuance/Disposition Form". This report can be generated by utilizing the ID badge numbers since they are issued sequentially. Any gaps in the report (due to printing malfunctions or other issues) should be noted by the Security Administrator on the "Badge Issuance/Disposition Form". The report, Badge Issuance/Disposition Form and subsidiary booklet should be reviewed by the Office Manager to ensure that payment was collected and deposited on all badges issued by the Authority, and then submit the package for approval to the Deputy Executive Director of Landside Operations/Facilities, Business Development and Communications for a final review.

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D. Badge Replacement

1. Badges that have been lost or stolen must be reported immediately to the Security Office. This notification will allow the Authority to disallow access to the gates/secure areas of the Airport. Individuals who require a replacement badge must complete a "Lost or Damaged ID/Gate Card Form" before a replacement may be issued. This Form must be signed by the applicant. Lost or Damaged ID/Gate Card Forms are available in the Security Office.

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E. Return of ID/Gate Cards

1. It is the responsibility of each company/tenant to maintain accountability of all Airport ID/Gate Cards that they have authorized to be issued. Badges must be retrieved and returned to the Security Administrator when an individual no longer requires access to the Airport property, resigns, is terminated, retires, is laid off, or on strike. Badges must be returned to the Security Office on a "Separation Form" within 3 days (72 hours) of the separation. (Note: Contractor Badges are valid only for the limited duration of the construction project for which they were issued. Upon completion of the project, all Badges must be returned.)

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2. In cases when an ID Badge is not retrieved from the individual at the time of separation, the Security Office must be notified, by telephone or in person, within

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~~eight (8) hours. In cases of termination for cause and the company/tenant does not have the individual's ID Badge, notification must be made immediately. Upon this notification, the Security Office will "revoke" the individual's access authority in the Security Card Access System, to prevent them from accessing the secure areas. In these cases, a "Separation" Form must still be filled-out and submitted indicating what steps the company/tenant has taken to retrieve the ID Badge from the individual. All Badges issued to your company/tenant must be accounted for. Failure to notify the Airport about any ID Badge that can no longer be accounted for is a violation of this Airport policy and may result in administrative sanctions and/or civil penalties. A \$100.00 Failure to Return Fee will be charged to the company/tenant if the ID Badge is not returned by their Signature Authority to the Security Office within (60) sixty days from the date of separation / deactivation. This fee of \$100.00 per Badge is non-refundable.~~

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~~F. ID Badge Audits~~

~~1. Administrative Audits~~

~~Administrative audits will be conducted quarterly. At the beginning of each calendar quarter BRAA will provide each company/tenant a list of all current airport identification badges issued to that company/tenant. Each company/tenant is required to review the list, ensuring that all badge holders are in possession of their badge, verify that the person still requires airport gate access (if originally authorized), and that badge holders have reported for a physical inspection of their badge if their birthday occurred during the audit period. The results of these quarterly audits shall be provided to the Security Administrator by the 10th day of the audit period.~~

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~~2. Physical Audits~~

~~A physical inspection of each badge holder and his/her badge is required annually. Each badge holder is required to report for a physical airport identification badge inspection in person during the month in which their birthday occurs. Each badge holder will present their airport identification badge and driver's license (if gate access is authorized) or other acceptable form of identification (see paragraph B-1 Identification/Documentation).~~

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~~To accomplish the physical inspection each badge holder must report to the BRAA office, during normal business hours, or contact an on-duty airport security officer. Office personnel and/or the airport security officer will verify that the badge holder is in physical possession of his/her own badge, that the badge is legible, and the acceptable form of identification has not expired. At the end of each month the security administrator will de-activate any badges not accounted for during the month.~~

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RULES AND REGULATIONS

ADOPTED

JUNE 24, 1998

AMENDED

APRIL 18, 2001

SEPTEMBER 22, 2004

DECEMBER 20, 2006

JANUARY 16, 2008

AUGUST 20, 2008

MAY 20, 2009

JULY 21, 2010

NOVEMBER 17, 2010

MARCH 16, 2011

MAY 18, 2011

OCTOBER 16, 2013

DECEMBER 18, 2013 (Revisions incorporated on February 13, 2014)

OCTOBER 18, 2017

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**SECTION I
GENERAL INFORMATION REGARDING
AIRPORT REGULATIONS**

PURPOSE

The provisions of this document are intended to ensure the safe, orderly and efficient operation of the Boca Raton Airport.

These Airport Regulations (sometimes referred to as airport rules & regulations) have been adopted by the Boca Raton Airport Authority and shall be enforced by the Executive Director in accordance with laws of the State of Florida and Regulations of the Federal Aviation Administration.

SCOPE

The airport is owned by the State of Florida and operated by the Boca Raton Airport Authority. The Airport Authority is organized under Chapter 2004-468, Laws of Florida. These Airport Regulations shall govern all users, customers, vendors and visitors of the Airport and Airport Authority. Administration of the terms of the Airport Regulations shall be under the authority, responsibility and control of the Executive Director. Policymaking activities of these Airport Regulations reside with the Boca Raton Airport Authority.

When an emergency exists at the Airport, the Executive Director is empowered to issue such directives and take such action as necessary to protect people, property and assets and promote the safe operation of the airport.

Such directives and actions of the Executive Director have the power of regulation as long as the emergency exists.

Should any part of these Airport Regulations conflict with federal, state or local government law or ordinance, then such federal, state or local governmental authority takes precedence.

These Airport Regulations shall in no way supersede or abrogate regulations set forth in FAA FAR's (Federal Aviation Regulations).

If any provision of these Airport Regulations is held invalid, the remainder of the Airport Regulations shall be valid. Future amendments, additions, deletions or corrections to these Airport Regulations will be incorporated into the document as required and as directed by the Airport Authority.

OWNERSHIP AND OPERATION

The current Boca Raton Airport was once part of the 5800 acre Boca Raton Army Airfield. After World War II the airport was conveyed as a surplus war asset to a civilian use airport. The remaining 212-acre airport is now owned by the State of Florida and is operated by the Boca Raton Airport Authority. The Airport Authority was created by the Florida Legislature to have jurisdiction over the operation, maintenance, and improvement of the Boca Raton Airport. By agreement between the Airport Authority and the City of Boca Raton, the City provides police and fire services at the airport. The City is encouraged to incorporate these Airport Regulations as adopted by the Airport Authority into ordinance for ease of enforcement.

DEFINITIONS OF TERMS

AGL

Above Ground Level at a specific location, usually expressed in feet or meters.

AIRCREW: SEE FLIGHT CREW

AIRCRAFT

Any contrivance now known or hereafter invented and used for navigation and flight in air or space.

AIRCRAFT EMERGENCY

A problem or condition involving an aircraft in flight or on the ground that could endanger lives or property. A pilot, air traffic control personnel or other designated employees, can declare an aircraft emergency responsible for the safe operation of aircraft on the airport.

AIRCRAFT MAINTENANCE

Any work performed on an aircraft by a pilot, owner or mechanic other than the routine cleaning, upkeep and servicing of an aircraft in preparation for flight. Removal of engine cowling, replacement of parts, defueling of an aircraft, or temporary removal of parts normally used for safe flight are activities that place any aircraft in an "aircraft maintenance" mode. For safety and liability purposes, aircraft maintenance must be accomplished in designated areas only.

AIRCRAFT MOVEMENT AREA

The runways, taxiways, aprons and other aircraft maneuvering areas of the airport that are used for aircraft taxiing, hover taxiing, landings, takeoffs and temporary parking of aircraft. The Aircraft Movement Area is usually defined under formal agreement with the FAA air traffic control tower chief, Executive Director, and other major aviation users of the airport. It includes all areas normally under the direct and positive control of ground control or tower control.

AIRCRAFT NON-MOVEMENT AREA

Those areas of the airport where aircraft taxi, or are towed or pushed without radio contact with the air traffic control tower or with other aircraft. These areas are usually confined to those immediately adjacent to hangars, shops, terminal buildings, self-fueling sites and other structures. Aircraft Non-Movement Areas are usually defined as part of the same formal agreement referenced above under Aircraft Movement Areas.

AIRCRAFT OPERATION

An aircraft takeoff or an aircraft landing.

AIRCRAFT OPERATOR

Any person who pilots, controls, owns or maintains an aircraft.

AIRCRAFT PARKING AND STORAGE AREAS

Those hangar and apron locations of the airport designated by the Executive Director for the parking and storage of aircraft. These areas include "tie-down" aprons equipped with rope or chain devices that are used to secure lightweight aircraft during windy conditions.

AIRFIELD: SEE AIR OPERATIONS AREA**AIR OPERATIONS AREA - ALSO AOA**

Any area of the airport used for landing, takeoff or surface maneuvering of aircraft. The AOA is considered a restricted area and is off-limits to the general public. The AOA includes the movement and non-movement areas.

AIRPORT - ALSO AERODROME

All of the land, improvements, facilities and developments within the boundaries of the Boca Raton Airport.

AIRPORT AUTHORITY

The official body of individuals appointed by the Boca Raton City Council and the Palm Beach County Commission as provided for in Chapter 2004-468, Laws of Florida, which has the responsibility for policy, control, overall management and financial matters of the airport.

AIRPORT BOARD: SEE AIRPORT AUTHORITY**AIRPORT LAYOUT PLAN - ALSO ALP**

An FAA approved graphic representation to scale of existing and proposed airport facilities, their location on the airport and the pertinent clearance and dimensional information required to show conformance with applicable standards. A current ALP approved by the FAA is a prerequisite to FAA approval of federal funding in support of any airport capital improvement project. The ALP shows all property that is used by the Airport Authority for either aeronautical or non-aeronautical purposes and that is subject to FAA regulation under the applicable grant assurances.

AIRPORT MINIMUM STANDARDS

A document adopted and formally approved by the Airport Authority within which are detailed provisions outlining the minimum standards acceptable by the Airport Authority for business firms aspiring to conduct business operations on the airport.

AIRPORT MOVEMENT AREA: SEE AIRCRAFT MOVEMENT AREA**AIRPORT PROPERTY**

All real estate and other material assets owned by the State of Florida and under the control of the Airport Authority.

AIRPORT REGULATIONS - ALSO AIRPORT RULES & REGULATIONS

A document adopted and formally approved by the Airport Authority that contains detailed provisions for the safe, orderly and efficient operation of the airport.

AIRSIDE: SEE AIR OPERATIONS AREA

AIR TRAFFIC CONTROL TOWER - ALSO ATCT, CONTROL TOWER

Air traffic control tower as sanctioned and certified by the FAA for the control, separation and movement of aircraft in the air or on the ground. An ATCT can be either staffed by FAA employees or by FAA-sanctioned contract civilian (private enterprise) employees.

AOA: SEE AIR OPERATIONS AREA

APRON - ALSO RAMP, TARMAC

Those areas of the airport, both public and private/leased, designated by the Executive Director for the parking or storage of aircraft. As a rule, these areas are usually restricted areas and involve activities such as enplaning and deplaning pilots, passengers and cargo and the servicing of aircraft.

ARFF

Aircraft Rescue and Fire-Fighting includes the personnel, equipment and facilities, on or off the airport, dedicated to dealing with aircraft accidents/incidents and all rescue and fire-fighting tasks, structural fires and other fire-fighting emergency activities.

ATC

Air traffic control, as established by the FAA, includes personnel, equipment, facilities and services provided by the FAA or by other private enterprise business firms under contract to the FAA or the Airport Authority.

AUTHORITY: SEE AIRPORT AUTHORITY

BASED AIRCRAFT

Any aircraft whose "home base" or "predominate residency" is the Boca Raton Airport. An aircraft's primary home base for the purpose of these Rules and Regulations is the location where the aircraft is principally hangered and from which most of the aircraft's flights originated.

BOARD: SEE AIRPORT AUTHORITY

CARGO AREA, CARGO RAMP AREA

That area of the airport designated for acceptance and processing of air cargo or airfreight.

COMMERCIAL AGREEMENT

The legal agreement between the Airport Authority and a Commercial Aviation Business that authorizes the Commercial Aviation Business the right to conduct business on the airport and identifies the conditions, rates and charges due the Airport Authority for that right. Lease and rental agreements are examples of commercial agreements.

COMMERCIAL AVIATION BUSINESS - ALSO COMMERCIAL OPERATION/OPERATOR, AVIATION OPERATOR, AVIATION SERVICE OPERATOR

Any person or organization engaged in any business on the airport that is authorized and licensed

to conduct such business by virtue of a contract or agreement with the Airport Authority. The business may be directly associated with aircraft and aviation activities or may be associated with non-aviation activities. At some airports, this activity is further divided into Aeronautical Commercial Business (which includes only direct aviation-related businesses) and Non-Aeronautical Commercial Business (which includes all businesses not engaged in an aviation-related activity service for profit). Non-Aeronautical Commercial Businesses would include activities such as entertainment, recreation and amusement facilities, hotels, restaurants, and retail stores.

CONCESSIONAIRE: SEE COMMERCIAL AVIATION BUSINESS

COURTESY VEHICLE

Any motor vehicle operated free of charge and used to transport people, baggage or other goods from one location to another on the airport or to/from locations off the airport.

CUSTOMER SERVICE

Customer service personnel are provided by an FBO to take customer orders, arrange for aircrew and passenger food, lodging and surface transportation. They also provide information on airport and community facilities and activities.

EMERGENCY VEHICLES

Vehicles that are painted, marked, lighted or escorted and used by the police (security officers), fire department (ARFF), ambulances or other airport officials in response to an emergency situation.

ENGINE RUN-UP - ALSO RUN-UP

The operation of an aircraft engine at power settings in excess of those power settings needed for normal taxiing of the aircraft. Engine run-up is usually associated with relatively high power settings needed to check out the performance of an aircraft engine prior to takeoff.

ENGINE RUN-UP AREAS

Areas designated by the Executive Director that allow high power settings of an aircraft engine. These areas are usually in remote sections of the airport adjacent to active runway takeoff locations.

EPA

U.S. Environmental Protection Agency.

EXCLUSIVE AREA

An area of the airport designated by the Executive Director as selected for and restricted to the sole control of one of the airport's Commercial Aviation Businesses. For example, exclusive areas are often reserved for FBO sites and fuel farm locations.

EXECUTIVE DIRECTOR

That person appointed by the Airport Authority as responsible for the day-to-day administration, operations and maintenance of all Airport Authority-owned property, material assets, financial assets and employees.

FAA

U.S. Federal Aviation Administration.

FAR

Federal Aviation Regulation as written, approved and published by the FAA.

FBO

Fixed base operator, which further means a Commercial Aviation Business engaged in the enterprise of supplying transient and home-based aircraft services, as authorized and licensed by the Airport Authority. FBO services normally include aircraft fueling, flight training, aircraft sales, airframe and power plant repair and maintenance, hangaring, parking (tie-down), aircraft rental and air taxi/air charter service.

FIRE CHIEF

The person in charge of the Boca Raton Fire Department.

FLIGHT CREW

Persons authorized to pilot, ground service, maintain or provide in-flight aircraft services. Flight crews include but are not limited to pilots, flight examiners, flight instructors, crew chiefs, flight engineers, navigators, loadmasters and medical technicians.

FUELING AGENT

A business licensed and authorized to dispense fuel into aircraft or to accept delivery of fuel from a major oil company or a fuel wholesaler at the fuel tank storage facility or fuel farm. At the fuel farm, the fueling agent will further dispense fuel from the fuel storage tanks into fuel servicing vehicles usually associated with an airport FBO.

**FUEL SERVICING VEHICLE - ALSO FUEL TANKER VEHICLE,
REFUELING TRUCK/VEHICLE**

Any motor vehicle used for transporting, handling or dispensing aviation fuel, oils and lubricants.

FUEL STORAGE AREA - ALSO FUEL FARM

Those facilities where AVGAS, JET-A and other types of fuel are stored. These facilities must be in areas designated, inspected and approved by the Executive Director and meeting minimum standards for the safe storage and handling of fuel.

FLYING CLUB: SEE COMMERCIAL AVIATION BUSINESS**GENERAL AVIATION**

All categories and types of aviation/aircraft in the U.S. except for certified air carriers (under FAR Part 121) and Department of Defense military aviation/aircraft.

GOVERNMENT AIRCRAFT

Any aircraft owned by a U.S. federal, state or local government entity.

GROUND TRANSPORTATION

The business of transporting passengers, material, baggage, or other goods, usually for a fee, either within the boundaries of the airport or to/from the airport and other locations outside the airport boundaries. Ground transportation includes activities such as rental cars, taxicabs, buses, trains, courtesy vehicles and lodging shuttle service.

HANGAR

Any fully or partially enclosed storage space for an aircraft.

HAZARDOUS MATERIAL

A substance or material in a quantity or form that may pose an unreasonable risk to health, safety, or property when stored, transported or used in commerce, as defined by the U.S. Department of Transportation or the Environmental Protection Agency.

INSTRUCTOR

Any individual providing or offering to provide instruction in the operation (piloting) of an aircraft. Instructor also includes those individuals teaching the methods and procedures of aircraft systems or power plant repair, maintenance and overhaul.

ITINERANT AIRCRAFT - ALSO TRANSIENT AIRCRAFT

Any aircraft not "home based" at the airport that is transiting the airport, obtaining fuel service or other service at the airport, or on-loading or off-loading passengers or cargo. Itinerant aircraft that are "home based" elsewhere may park or hangar at the airport for short periods of time.

LANDING AREA: SEE AIR OPERATIONS AREA

LANDSIDE

The general public common use areas of the airport such as public roadways, public parking lots, non-restricted areas of the FBO operations center and other public access non-restricted areas of commercial businesses located on the airport. As a rule, "landside" includes all those areas of the airport that are not defined as the AOA or otherwise fenced, posted or controlled as restricted areas.

LICENSE - ALSO PERMIT

An official written instrument granting a special privilege to conduct specific business activities on the airport. The license is authorized and granted by the Executive Director on an annual basis after the licensee satisfies all necessary conditions as established in the airport Minimum Standards document and pays the required annual license fee. Obtaining an airport license is mandatory prior to conducting business on the airport.

LINE SERVICE

Trained FBO personnel normally provide line services. These services consist of marshaling aircraft for parking, towing and hangaring of aircraft, fueling of aircraft and other aircraft general service needs. Line service personnel also assist aircrews and passengers with baggage handling and transportation to and from aircraft parking areas.

MASTER PLAN

The airport master plan includes the official concept of the ultimate development of the airport. It presents the research and logic from which the plan evolved and displays the plan in written and graphic forms. It typically presents schedules of proposed development in the 0 - 5, 6 - 10 and 11 - 20 year time periods.

NOTAM

Notice to airmen.

VEHICLE PARKING AREAS - ALSO PARKING LOT

Those areas designated by the Executive Director as vehicle parking areas for passengers, other customers, employees and ground transportation staging areas (rental cars, taxicabs, buses and

shuttles). Some of these areas are also restricted areas. These areas may require payment of fees for the privilege to park a motor vehicle. Some motor vehicle parking areas are under the exclusive control and direction of private enterprise Commercial Aviation Businesses.

MOVEMENT AREA: SEE AIRCRAFT MOVEMENT AREA

NFPA

National Fire Protection Association.

NOTAM

Notice To Airmen as issued by a representative of the FAA, the Executive Director or other authorized official.

NON-MOVEMENT AREA: SEE AIRCRAFT NON-MOVEMENT AREA

PERMIT: SEE LICENSE PUBLIC USE AREAS, LANDSIDE

Those areas normally used by the general public. These areas include public transportation waiting areas, viewing areas, roads, sidewalks and public motor vehicle parking lots. They do not include areas leased by Commercial Aviation Businesses unless those businesses so designate certain areas as public use areas. They do not include the AOA, restricted areas, or employee parking lots.

RAMP: SEE APRON

RESTRICTED AREAS

Areas closed to access by the general public. These are limited access areas that the Airport Authority, the FAA, or Commercial Aviation Business owners have elected to restrict for purposes of security and safety. These areas include, but are not limited to, the AOA, airport perimeter roadways, fenced-in areas, aircraft hangars and maintenance shops, military facilities, fuel storage areas and hazardous materials storage areas.

RUNWAY

An area of the airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

SECURITY ID BADGE means the identification and access card issued pursuant to the requirements set forth on Exhibit A to these Regulations.

SECURITY OFFICER

Any law enforcement officer and other persons authorized and empowered by the Airport Authority to enforce these Airport Regulations, regulate motor vehicle traffic, control disturbances and perform other security and safety tasks.

STOP AND GO LANDING

An aircraft landing on an airport runway, coming to a full stop on that runway, remaining on that runway and then adding full power to the aircraft and proceeding to takeoff.

TAXILANE

An area of the airport developed and improved for the purpose of maneuvering aircraft between taxiways and aircraft parking/hangar positions.

TAXIWAY

An area of the airport developed and improved for the purpose of maneuvering aircraft on the ground between runways and aprons and between other parts of the airport.

TENANT

An entity having a written lease, rental agreement or other agreement with the Executive Director or Airport Authority which grants that entity certain rights and privileges on the airport.

TERMINAL - GENERAL AVIATION TERMINAL

That central or primary facility or facilities, in which airport passengers, air cargo and general aviation activities are accommodated, housed and processed.

TIEDOWN AREA: SEE AIRCRAFT PARKING AND STORAGE AREA**TOUCH AND GO LANDING**

An aircraft landing on an airport runway, slightly slowing down on that runway, remaining on that runway and then adding full power to the aircraft and proceeding to takeoff.

TRANSIENT AIRCRAFT: SEE ITINERANT AIRCRAFT**TRANSITIONAL LANDING: SEE TOUCH AND GO LANDING****UFC**

Uniform Fire Code.

COMPLIANCE AND ENFORCEMENT

All persons (employees, users, customers, and visitors) are expected to comply with the provisions of these Airport Regulations. The Executive Director is hereby officially empowered by the Airport Authority to enforce these Airport Regulations and utilize the Boca Raton Police Department for assistance.

Any violation of these rules or regulations, except those identified as voluntary, is subject to a fine of up \$500 per violation or as otherwise provided by the laws of the state of Florida.

GENERAL CONDITIONS FOR COMPLIANCE

ACCIDENTS resulting in damage to property or injury requiring professional medical treatment must be reported in person or by telephone to the Executive Director's office.

ADVERTISING of any kind requires the written authorization of the Executive Director and payment of fees as required.

ANIMALS required for assistance to handicapped, or security enforcement persons are permitted on the airport. All other animals, domestic or exotic, are prohibited from the airport administration building, FBO operations center or other restricted areas except when such animals are containerized for air shipment. Domestic dogs are permitted in other public areas of the airport when restrained by leash and kept completely under control.

COMMERCIAL ACTIVITY of any kind, involving the tender of money or barter, requires the written authorization of the Executive Director and payment of fees as required.

COMMERCIAL PHOTOGRAPHY of any kind requires the written authorization of the Executive Director and payment of fees as required.

DAMAGE OR DESTRUCTION OF PROPERTY is prohibited and persons so involved will be fully liable to the Airport Authority.

DEMONSTRATIONS by the general public or by any airport employees require written permission of the Executive Director and will be conducted only in designated locations. Demonstrators who interfere with or impede the normal operation of the airport will be held liable and may be arrested and then punished to the full extent of the law.

DISORDERLY CONDUCT OR OBSCENE ACTS will be punished to the full extent of the law.

GAMBLING on the airport is prohibited.

LIGHTS on the airport shall be adjusted or shielded so as not to create glare in the eyes of pilots operating aircraft. Rotating lights shall be used only as permitted by the Executive Director.

LITERATURE DISTRIBUTION requires the written authorization of the Executive Director and payment of fees as required.

LOST OR MISPLACED PROPERTY shall be deposited at the Executive Director's office and

if not claimed by the owner within thirty (30) days, becomes the property of the Airport Authority to be sold, used or disposed of at the discretion of the Airport Authority.

RESTRICTED AREAS are established for safety and security reasons. Restricted area shall mean any area of the airport wherein entry or use thereof is restricted to authorized personnel pursuant to regulatory measures, including but not limited to: runways, taxiways and associated safety areas and protection zones, ramps, and vehicle parking areas contained within the perimeter fence and hangars.

SIGNAGE standards are established by the Airport Authority. No sign, advertisement, or notice shall be displayed on the outside or inside of any structure on the airport unless authorized by the Executive Director or otherwise approved as part of a lease or contractual agreement.

SOLICITING FUNDS requires the written authorization of the Executive Director and payment of fees as required. This activity is restricted to those areas specified and directed by the Executive Director.

STORAGE OF PROPERTY OR EQUIPMENT outside of buildings, which is not used for flight operations or other aviation activities, is normally prohibited. Any outside storage of property or equipment of a non-aviation nature must be provided for by lease or other contractual agreement with the Airport Authority.

WASHING OF VEHICLES AND EQUIPMENT is only permitted at designated wash locations. The washing of vehicles or equipment by anyone in an airport or tenant parking lot is a violation of the airport storm water permit from EPA and is not permitted.

SECTION II AIRCRAFT OPERATIONS

AERONAUTICAL ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. Closure of the airport.
2. Restricted or prohibited flight activities.
3. NOTAM's issued by airport management personnel in addition to those issued by the FAA.
4. Written approval for air shows and other special events.

AIRCRAFT ACCIDENTS/INCIDENTS ON THE AIRPORT

1. Aircraft accidents/incidents must be reported immediately to airport management staff.
2. Disabled aircraft are the responsibility of the aircraft owner. The Executive Director, however, has the power, authority and option to direct removal or relocation of a disabled aircraft from any location on the airport.
3. Access to aircraft accident/incident scenes is controlled by the Executive Director or by the designated person-in-command at the scene.

TAXIING, TOWING OR REMOVAL OF AIRCRAFT FROM THE AOA

1. Taxiing, towing or removal of aircraft from the movement area of the AOA requires clearance from the control tower if it is in operation.
2. The Executive Director is authorized to tow or otherwise direct the relocation of aircraft parked or stored in unauthorized areas.
3. Aircraft engines will not be run in hangars and aircraft will not be taxi into or out of any hangar under actual aircraft engine power. Aircraft will be towed or pushed by machines or by hand into and out of hangars.

AIRCRAFT OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. A qualified pilot or mechanic must be in the cockpit and at the controls of the aircraft when an aircraft engine is operating.

2. Aircraft repair/maintenance will be performed only in designated areas.
3. Operating aircraft engines inside a hangar is prohibited.
4. Aircraft will be parked, serviced, loaded and unloaded at parking locations designated for each type of aircraft.
5. Derelict/non-airworthy aircraft must be parked in the designated non-flyable aircraft storage area or removed from the airport.
6. Any aircraft weighing more than the runway, taxiway and apron load-bearing capacity limit is prohibited except in an emergency or by special prior approval of the Executive Director for a one time limited operation.
7. All aircraft shall use the full runway length, including the overrun portion preceding the displaced threshold, for take-off except when the end of the parallel taxiway (taxiway "P") is blocked by another aircraft whereupon, take-off run may be started at taxiway "A" or taxiway "H" respectively.
8. Upon landing all aircraft must exit the runway, except that between the hours of 9 A.M. and 5 P.M. Monday through Friday, excluding Federal and/or State holidays, pilots and student pilots may execute Touch and Go's for the purpose of proficiency and training.
9. Stop and Go activity without exiting the runway shall not be conducted at any time on the Boca Raton Airport runway.

SECTION III SPECIALIZED AERONAUTICAL ACTIVITIES

ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. The following specialized aeronautical activities require a comprehensive review by the Airport Authority through the office of the Executive Director, as well as FAA and ATC, as required. All of the following specialized aeronautical activities require prior written permission, and the Airport Authority through its Executive Director may impose conditions as may be necessary to ensure the safety and security of the Airport, unless such conditions are prohibited by state or federal regulation:
 - Ultralight aircraft
 - Hot air balloons
 - Experimental aircraft
 - Home-built aircraft
 - Parachute drops
 - Banner towing
 - Glider operation
 - Skydiving
 - Drone operations
2. An ultralight operations at the airport must be with aircraft registered with the Federal Aviation Administration (FAA) and have a registration number affixed in order to operate at the Boca Raton Airport. Such registered ultralight class aircraft operating on the airport must be under the control of a FAA licensed pilot or a student pilot under the supervision of a FAA licensed flight instructor. The operation of recreation vehicles not having a valid FAA registration on the airport is prohibited.
3. Because of the intensity of aircraft operations at the airport, routine operation of ultralight aircraft is discouraged by the Airport Authority.
4. The Executive Director has the authority and responsibility to designate specific runways, taxiways, or other suitable paved or prepared surfaces for occasional ultralight class aircraft activity. No grass landings or takeoffs of ultralight aircraft is permitted
5. The Executive Director has the authority and responsibility to approve/disapprove requests for use of the airport facilities for hot air balloon launches, experimental aircraft tests, home- built aircraft tests, glider operations and parachute drops.
6. Parachute drops are normally not permitted due the high volume of aircraft operations and the lack of a suitable drop zone.
7. Glider operations are not normally permitted as operational limitations preclude the safe and efficient launch and recovery of gliders.
8. Due to lack of space for the safe pick-up and dropping of banners, no banner towing activity is permitted on the airport.

9. The Executive Director will coordinate activities listed under this section with the air traffic control tower supervisor.

**MANDATORY COMPLIANCE BY OWNERS/OPERATORS OF
SPECIALIZED AERONAUTICAL ACTIVITY EQUIPMENT**

1. Prior to operating any type of equipment listed above, the owner/operator of the specialized aeronautical equipment must obtain approval in writing from the Executive Director.
2. The owner/operator of such specialized aeronautical equipment will be limited by the Executive Director to launching, testing, high-speed taxi to/from specific sites on the airport. Those sites might be runways, portions of runways, taxiways, clear zones or other airport property. Specific site location may also be limited by designated time of day use.
3. Proof of liability insurance in an amount acceptable to the Executive Director is required.

SECTION IV VEHICLE OPERATIONS

VEHICLE OPERATIONS REGULATED BY AIRPORT MANAGEMENT

1. The Executive Director has the authority to deny, restrict or cancel the right of any motor vehicle driver from operating on the AOA.
2. The Executive Director and staff have the right to tow or otherwise move any motor vehicle for reasons of safety, security, abandonment or police investigation.
3. The Executive Director will establish minimum liability insurance limits for tenant business vehicles and other privately owned vehicles that are allowed access to the AOA.
4. Liability insurance limits for motor vehicles operating on unrestricted public airport roadways will be consistent with state motor vehicle insurance laws.
5. Access to construction sites will be reviewed during a pre-construction conference and must be approved by the Executive Director. Failure to comply with the approved access shall constitute a violation of these rules.

VEHICLE OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. All motor vehicles on airport roadways and parking lots shall conform to City of Boca Raton Traffic Ordinances.
2. Unless otherwise posted, the speed limit on all airport roadways is 35 miles per hour (MPH).
3. The maximum speed on the AOA ramps is 15 mph. Vehicles operating on the ramps, aprons and operational areas of the airport shall proceed with care. Erratic driving or excess speed is prohibited.
4. For night or low visibility operations, all headlights, taillights, and running or clearance lights on vehicles shall be operational. The driver of each vehicle shall be responsible for the proper operation of such lights.
5. Motor vehicles operated on the AOA shall be in sound mechanical order with adequate lights, horn and brakes. Trailers and semi-trailers shall be equipped with proper brakes so that when disengaged from towing vehicle, neither aircraft engine blast nor wind shall cause them to become free rolling. Drivers will comply with police directives.

6. Aircraft and pedestrians have the right of way over motor vehicles.
7. Motor vehicle drivers will not operate vehicles on a runway or taxiway unless authorized to do so by the Executive Director.
8. Motor vehicle drivers will park in designated parking areas only. **The aircraft-parking apron is not a designated motor vehicle parking area.** Vehicles will not be parked within 15 feet of a fire hydrant, including hydrants that are flush with the ground, or so as to block a driveway, AOA gate or fire lane.
9. Motor vehicle drivers/owners/agents shall not clean or repair a motor vehicle other than in designated vehicle maintenance and clean-up areas.
10. Motor vehicle drivers will yield to aircraft and pass at least 100 feet to the rear of taxiing aircraft.
11. Driving under any portion of an aircraft is prohibited.
12. Motor vehicles will not be parked or maneuvered closer than ten (10) feet from any aircraft. Specialized vehicles needed to service an aircraft are exempt from this rule.
13. The driver of any vehicle involved in an accident on the AOA shall stop and wait for police, as required by state traffic laws. All drivers involved in accidents on the AOA shall give his/her name, address and operator's license number to others involved in the accident and to any witness, police/security officer, and airport official upon request.

**SECTION V
TENANT OPERATIONS**

TENANT OPERATIONS REGULATED BY AIRPORT MANAGEMENT

1. All tenant commercial operators on the airport must have a lease/operating agreement with the Airport Authority or be operating as an Airport Authority approved subtenant of another approved tenant operator. The lease/operating agreement identifies specific commercial activities approved for each airport business firm.
2. All airport based tenant operators (excludes approved sub tenants) must be party to a fully executed lease/operating agreement with the Airport Authority.

TENANT OPERATIONS - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Tenants of Airport Property are prohibited from subleasing any portion of any premises located on Airport Property or assigning any lease agreement with the Airport Authority without the prior written approval of the Airport Authority, which may be withheld for any reason. This does not apply to the subletting of hangar or tie-down space by an FBO. Tenants shall require all proposed Subtenants to complete an Affidavit of Corporate Representative of Proposed Subtenant, which the Executive Director will provide upon request. Tenants shall submit the completed Affidavit of Corporate Representative of Proposed Subtenant, along with the Tenant's written request to sublease any portion of any premises located on Airport Property. The provision of accurate, truthful and complete information in the Affidavit of Corporate Representative of Proposed Subtenant shall be an absolute condition precedent to the Airport Authority's approval of a proposed Subtenant, if such approval is given. If the Airport Authority finds, at any time, that the information provided in the Affidavit of Corporate Representative of Proposed Subtenant is not or was not accurate, truthful and complete, the Airport Authority's approval of a Subtenant shall be rescinded and the Subtenant will be required to vacate Airport Property within thirty (30) days.
2. Tenants are responsible for training employees on the contents of the Airport Regulations; Airport Emergency Plan, Airport Minimum Standards and applicable portions of the tenant lease agreement with the Airport Authority.
3. Tenants must ensure that all tenant employees meet physical and mental standards necessary for the safe conduct of each employee's job task, especially as these tasks relate to safe and rational conduct in and around aircraft and all other areas of the AOA.
4. Tenant shall keep hangars, shops, offices, buildings, structures and areas adjacent thereto free of waste material, rubbish, junk, landscaping litter and flammable material. Sanitation, trash and garbage receptacles will be placed in pedestrian traffic areas to accommodate and encourage the disposal of refuse. Restrooms will be maintained in clean and sanitary

conditions. All floors, walls and ceilings will be maintained in clean, sanitary and well-lighted condition.

5. All tenants are required to be co-permittees in the airport storm water discharge permit. Tenants are responsible for reporting to the Executive Director and the appropriate regulatory agency any type of discharge having the potential to do damage to the environment.
6. Tenants are responsible for undertaking any required environmental cleanup on their leasehold.
7. Structural and decorative changes to any building, structure, ramp, or other airport property requires prior written approval of the Executive Director and must comply with local building codes and inspections.
8. Tenants shall, at the request of the Airport Authority or Executive Director, provide the names, addresses and phone numbers of all users, customers, and visitors whether individual or entities using the leased premises and/or subleased premises.
9. Tenants shall obtain a folio or other parcel identification number, if applicable, from the Palm Beach County Property Appraiser for all non-aviation tenant improvements, and shall pay any and all applicable ad valorem taxes, other taxes, assessments, franchise fees, and other fees and charges, unless otherwise provided by law. This provision shall not be amended by the Boca Raton Airport Authority without the prior written consent of the City of Boca Raton.
10. Tenants shall obtain the prior consent of the Airport Authority for transactions, actions or events related to or impacting their lease and/or the leasehold premises, including but not limited to physical changes and/or changes to the use of the leasehold premises, amendments to leases of subtenants, environmental compliance, refinancing of leasehold mortgages, corporate restructurings, changes to ownership of closely held entities, and mergers with or acquisitions by or of other corporate entities. In order to obtain the consent of the Airport Authority for a particular transaction, action or event, the Tenant shall request consent and provide all necessary documentation for the transaction, action or event to the Executive Director at least twenty (20) calendar days prior to a regularly scheduled meeting of the Airport Authority. Depending on the complexity of the transaction, action or event, the Airport Authority may extend its review time by one or more 10-day periods.

SECTION VI SAFETY PROCEDURES

SAFETY PROCEDURES REGULATED BY AIRPORT MANAGEMENT

1. Fuel vendors must be licensed, inspected and approved by the Executive Director.
2. Fueling of aircraft and fuel servicing of all types of over-the-road motor vehicles must be performed in locations designated by the Executive Director. Aviation fuels will not be dispensed for use in over the road vehicles.
3. Smoking is permitted only in designated areas.
4. All applicable National Fire Protection Association (NFPA) standards concerning fueling activities are hereby incorporated as part of this Airport Regulations document.
5. Except as approved by the Executive Director, no Class A or Class B explosives, Class A poisons or radioactive material is permitted on the airport.
6. The Executive Director and staff have the right to inspect all tenant premises and to observe tenant activities and records as a condition to and method of preventing unsafe practices.
7. The provisions of fire code, except provisions specifically exempted by the Airport Authority, as adopted by the City of Boca Raton are hereby adopted by the Airport Authority and incorporated as part of this Airport Regulations document.

SAFETY PROCEDURES - MANDATORY COMPLIANCE OR PROHIBITED ACTIVITIES

1. Fuel storage areas will be fenced, with gates and warning placards, prohibiting general public access.
2. Fueling of aircraft in an airport hangar is prohibited.
3. Fueling an aircraft with one or more of the aircraft's engines running is prohibited.
4. Aircraft and fuel servicing equipment (trucks, carts, hydrants, and nozzles) must be bonded to each other before fuel flow starts.
5. Open flames are not permitted within fifty (50) feet of any fuel service activity or fueling equipment.

6. Smoking is prohibited on all aircraft aprons, within fifty (50) feet of any aircraft, within fifty (50) feet of a fuel handling vehicle and at all other locations on the airport where specifically prohibited by signs.
7. Fuel service activity will cease when lightning discharges occur within the vicinity of the airport.
8. Any one causing a fuel spill in excess of twenty gallons must report it to the Executive Director. A fuel spill of any amount that enters the airport storm water system must be reported to the Executive Director.
9. The culpable party must also report fuel spills in excess of twenty gallons to the Boca Raton Fire Department.
10. Electric switches and fixtures must be "explosion proof" when installed for use in the immediate vicinity of fuel vapors.
11. Fuel servicing vehicles are prohibited from being parked or stored inside a building.
12. During fuel servicing, two (2) dry chemical fire extinguishers (15 pounds or larger) or CO2 equivalent will be available for immediate use.
13. All tenants are responsible for supplying and maintaining fire extinguishers on tenant premises.
14. No flammable, corrosive or toxic liquids will be disposed of into or onto storm drains, sewer drains, toilet/shop/hangar drains, aprons, parking lots, roadways, catch basins, ditches or raw land.
15. Cylinders of compressed flammable gas will not be stored inside any buildings except as provided by NFPA standards and local codes.
16. Storage of flammable liquids, gases, flares (except signal flares maintained as a part of a pilot's emergency kit) or other similar items in any building or structure on the airport are prohibited unless approved in writing by the Executive Director.
17. Open fires of any type are prohibited on the airport unless approved by the Executive Director.
18. All welding operations shall be conducted in approved welding booths or approved aircraft maintenance areas according to local code.
19. Storage of lubricating oils by commercial vendors must be in code-approved locked storage cabinets.

20. Storage of a volatile compound having a flash point of less than 110 degrees Fahrenheit is prohibited on the airport unless use of the compound is required for aviation purposes, approved in writing by the local fire marshal and in a room fireproofed or otherwise fire protected according to code.
21. All fire extinguishing equipment must be inspected and tagged in accordance with NFPA standards and local codes.
22. Hunting on airport property is prohibited.

**SECTION VII
SECURITY REQUIREMENTS**

**SECURITY REQUIREMENTS REGULATED BY AIRPORT
MANAGEMENT**

1. RESTRICTED AREAS are established for safety and security reasons. Except for passenger enplaning or deplaning of aircraft, the general public is prohibited from the AOA unless escorted by an authorized airport employee or FBO personnel. The general public is also prohibited from all other areas of the airport posted as being RESTRICTED AREAS.
2. Aircraft requiring the presence of security guards or police officers must coordinate this requirement with the Executive Director.
3. Only flight crews, passengers going to and from aircraft, aircraft service and maintenance technicians, FAA, ARFF and security personnel, or others authorized by the Executive Director, shall be permitted into the movement area.
4. Pedestrians or motor vehicle operators observed in other than public use areas without authorization by the Executive Director will be considered trespassing and subject to arrest.
5. Law enforcement officers have the power and authority to enforce laws, ordinances, rules and regulations within the airport boundaries.
6. No person is permitted inside the RESTRICTED AREA:
 - (a) without issuance and display of a SECURITY ID BADGE; or
 - (b) without being escorted by and under the supervision and direction of a SECURITY ID BADGE holder.
7. In the event of conflict between the requirements of this Section, and any other provision of these Regulations, the Minimum Standards or a Lease or sublease, the requirements of this Section shall control.

SECURITY OF AIRCRAFT AND AOA

1. When the condition or mission of an aircraft requires security guards or police, the owner or operator of the aircraft is responsible for obtaining and paying security service personnel.
2. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on the AOA or other locations on their airport tenant-leased areas of responsibility.
3. Tenants and tenant employees are responsible for safeguarding doors, gates and other forms of passageways between the AOA and the landside of the airport.

4. A breach in security caused by a tenant employee that results in an FAA or Airport Authority finding of negligence will be cause to review, fine and possibly curtail tenant employee access to the Movement Area.

WEAPONS

No person will carry a weapon in the passenger terminal or sterile area of the airport, except encased weapons carried for shipment. Fla. Stat. §790.06(14)(2017). No person may bring a loaded firearm on a plane or cause a loaded firearm to be placed on a plane in a manner that is accessible to passengers in flight. 49 U.S.C.A. §46505. Federal, state, local government officials are exempt from this rule, to the extent provided for under state and federal law.

**SECTION VIII
NOISE ABATEMENT**

MANDATORY COMPLIANCE BY PILOTS

1. High Power Maintenance Run-Ups require prior authorization of the Authority (561-391-2202) and are only permitted 8am to 8pm.

VOLUNTARY COMPLIANCE BY PILOTS

1. In addition to complying with FAA regulations for minimum altitude overflights, all pilots are requested to avoid overflights below 1,000 feet AGL prop driven and 1,500 feet AGL turbo jet, of the residential areas in the vicinity of the airport.
2. Please limit Touch and Go landings on the runway to Monday thru Friday between 9 a.m. and 5 p.m., and please avoid legal holidays.
3. Stop and Go activities are discouraged at all times.
4. Please limit intersection takeoffs to an absolute necessity. Use full Safety Overruns for takeoff.
5. Pilots are requested to use the NBAA close in noise abatement procedures on take-off.
6. Pilots are requested to follow the airport noise abatement procedures on departure.
7. Pilots/aircraft operators are requested to abide by the voluntary curfew for arrivals and departures between 10 p.m. and 7 a.m.
8. Pilots are expected to use good judgment and flight procedures that result in minimum noise and avoidance of low altitude maneuvers while conducting flight in the airport traffic area. Optimum power settings and maximum altitudes shall be maintained consistent with safety.

**SECTION IX
SPECIAL EVENTS**

ACTIVITIES REGULATED BY AIRPORT MANAGEMENT

1. Special Events Defined

- a) **Aeronautical**. Special events requiring the written coordination, regulation and approval by the Executive Director include the following:
- Air Shows
 - Static Displays
 - War Bird Shows
 - Fly-In Meets
 - Parachute Team Demonstrations
 - Grand Openings
 - Special events which will promote public use and awareness of the Airport and or aviation.
- b) **Non-aeronautical**. There are occasions for tenants to conduct non-aeronautical activities or events that are not within the scope of the tenant's normal business use of the premises. The Airport Authority wishes to allow its tenants to conduct these activities and events, provided the overall safety and security of the Airport, airfield and aviation operations are not negatively impacted, and provided that the operations of other Airport tenants are not negatively impacted. Accordingly, all such special events require the preliminary written authorization by the Executive Director, and official approval by the Airport Authority. A special event for a non- aeronautical tenant means an event or activity hosted by the tenant on land designated for non-aeronautical use that is not within the scope of the tenant's normal business use of the premises, reasonably expected to draw attendance above normal tenant operations and/or for a temporary use not permitted under the tenant's lease is a non-aviation special event.
2. All special events require preliminary written authorization by the Executive Director in the initial planning stage, but in no event less than forty-five days before the beginning of the proposed special event. The Executive Director, in his/her sole discretion, may authorize special events with less advance notice and make such authorization subject to conditions deemed appropriate. The authorization will be in the form of a letter of authorization from the Executive Director to the special event sponsor in which the sponsor is recognized as involved in the planning process for a specific type of special event. The letter of authorization may be used as an introduction to other local government agencies, the FAA, potential event sponsors and local business leaders. The letter will recognize the special event sponsor as a legitimate representative of a proposed special event, and that the sponsor is authorized to pursue the planning process.

(NOTE- This letter of authorization by the Executive Director is not a permit or license to proceed with the event. It is merely an authorization to pursue the feasibility and planning process for the special event. This step is necessary so that details of the planning will not get too far along before the Airport Authority is brought into the process.)

3. All special events must be officially approved by the Airport Authority in the form of a resolution authorizing the special event. Special event sponsors are responsible for obtaining any and all permits, licenses and other approvals required for the special event by the City of Boca Raton, Palm Beach County and any other agency of federal, state, regional or local government with regulatory jurisdiction.
4. All special events for which a fee is charged by the sponsor for admission must be coordinated with the Executive Director prior to the granting of a Special Event Permit.

(NOTE - During this step, the Executive Director and special event sponsor will agree on the terms and fee structure of the event and the percentage of gate or fixed fee to be paid to the Airport Authority, thus offsetting extra overhead costs and enhancing revenues.)

5. The special event sponsor will be required to obtain liability insurance for the event acceptable to the Airport Authority.
6. Special events conducted on land designated for aeronautical use must promote an aeronautical use, an aeronautical business purpose, the Boca Raton Airport, or aviation generally.

MANDATORY COMPLIANCE BY SPECIAL EVENT SPONSOR

1. If the special event is expected to attract an attendance of 1,000 persons or more, the sponsor must coordinate road and highway impacts with local police, sheriff and/or highway patrol.
2. The Sponsor shall provide the Executive Director with the following:
 - an "adverse weather" plan for the event, if applicable or required by the Executive Director; documentation evidencing arrangements for ambulance, auto towing, garbage pick-up, refuse clean-up, structural fire and ARFF services, if applicable or required by the Executive Director;
 - a Safety, Security and Barricade Plan for the event, if applicable or required by the Executive Director;
 - a description of aeronautical activities to be performed at the event, including the aircraft performing the activities, flight plans and a detailed description of any aerobatic maneuvers;
 - endorsement(s) of the sponsor's insurance policies extending policy coverage to each individual activity authorized by the Authority in the resolution authorizing the special event. The Executive Director may require the sponsor to obtain additional types of insurance coverage(s) or policy(ies), in his or her sole discretion, to protect the Authority's interests or insure activities not ordinarily conducted by the sponsor;
 - documentation of any requirements for the event required because of the particular activity; and
 - documentation of any other requirements imposed on the special event by the Executive Director.
3. The special event must be planned to accommodate the normal ingress and egress of motor vehicles for general aviation users of the airport, or other business activities normally conducted at the airport.

4. If applicable or required by the Executive Director, airport runways and/or landside "closure" must be coordinated in advance with the Executive Director and other users of the airport.
5. Special events involving aerial activities that are not of a routine nature for the airport, as determined in the sole discretion of the Executive Director, will require the designation and approval of an "air boss" who is experienced in directing and controlling the aerial activities planned for the event. The person designated as "air boss" must be approved by the Executive Director.
6. A special event that involves aerobatic maneuvers, as determined in the sole discretion of the Executive Director, by aircraft must be coordinated with the Executive Director and the local Flight Standards District Office of the FAA.
7. Failure of the sponsor to adequately perform trash and litter clean-up of the airport and repair or compensate for damaged property as a result of the special event will be billed for extra overhead expense and damages by the Airport Authority.

SECTION X
CONSTRUCTION ACTIVITY

MANDATORY COMPLIANCE BY CONTRACTORS

1. The Executive Director must be notified two (2) weeks in advance of all construction activity planned to take place on the AOA.
2. Contractors and or tenants planning to undertake construction activities on the airport must present a Safety During Construction Plan for approval by the Executive Director.
3. Contractors are responsible for insuring that all persons involved in the construction project follow the approved safety during construction plan.
4. All personnel and equipment shall remain in approved staging areas, haul routes and construction areas.
5. If the Control Tower is in operation, no vehicle, equipment, or personnel shall enter the movement area of the AOA without permission of control tower personnel. This permission is normally granted via radio.
6. Contractors shall provide personnel as necessary at the contractors AOA access gate to insure AOA security and provide escort for inspectors, etc. to the construction site where necessary.
7. All construction vehicles entering the AOA shall be marked with a three-foot square orange and white checked flag for daytime activities and a 360 degree rotating or flashing amber light during nighttime activities.
8. The airport has numerous underground utilities not identifiable by normal locator services. All excavation on the airport must be coordinated with the Executive Director prior to commencing any digging.
9. Contractors shall locate and mark utility routes at intervals of not more than 25 feet in the vicinity of construction.
10. Contractors shall mark excavations and closed pavement areas with lighted barricades or other devices acceptable to the Executive Director.
11. Contractors shall immediately notify the Executive Director of any cable cuts and shall properly repair any damage at the contractor's expense.

12. Any type of fueling support equipment used is subject to inspection and must comply with local fire and safety codes.
13. Contractors shall provide trash dumpsters and insure that trash from construction is not windblown beyond the construction site limits.
14. Contractors shall provide sweeping capabilities to clean pavement areas if deemed necessary by the Executive Director.

SECTION XI
COST RECOVERY

1. It is the policy of the Airport Authority to recover costs it incurs, including consultants' and attorneys' fees, in reviewing non-routine matters requiring the Airport Authority's approval.
2. For purposes of this Section, "non-routine matters" means requests for Airport Authority approval that involve complex issues, substantial or protracted negotiation, or review under compressed timeframes, in the Executive Director's sole discretion, or in which costs are incurred in excess of \$2,500.
3. Any attorneys' or consultants' fees and costs shall be billed to the requesting party at the same rates charged to the Airport Authority.
4. Once it is determined that the Airport Authority has incurred costs on a non-routine matter, it shall be entitled to recover any and all costs, including consultants' and attorneys' fees, related to the request requiring the Airport Authority's approval.
5. Cost recovery shall be implemented through contingent approval of the request, and the contingent nature of the approval may not be satisfied until such time as the Airport Authority is reimbursed for its costs incurred.

SECTION XII
U.S. CUSTOMS AND BORDER PROTECTION FACILITY

1. All aircraft, boaters and persons accessing or utilizing any portion of the U.S. Customs and Border Protection (USCBP) Facility Ramp shall comply with all USCBP requirements and procedures.
2. All aircraft and boaters clearing USCBP at the Airport shall pay fees in accordance with the Airport Authority's Fee Schedule. Fees shall be paid via the automated kiosks located in the USCBP Facility. Fees not paid through the automated kiosks shall be subject to surcharges and late fees in accordance with the Authority Fee Schedule. Failure to pay any fee associated with use of the USCBP Facility may result in loss of Airport access and associated privileges and liens against aircraft.
3. All persons, tenants, employees, or contractors requiring access to the USCBP Facility Ramp for the purposes of servicing of aircraft shall be badged in accordance with the Authority Badging Policy. Such persons shall also be vetted and receive approval through the USCBP Office.
4. All garbage removed from the aircraft shall be treated as international waste and shall be disposed of in the appropriately labelled receptacles. Failure to do so may result in fines and loss of Airport access and associated privileges. Any spill or loss of containment involving regulated international waste shall be reported to Airport security immediately.
5. Aircraft shall not be allowed to remain on the USCBP Facility Ramp beyond such time as is required to clear the USCBP Facility.



Memo

To: Mitchell Fogel, Chair and Board Members
From: Scott Kohut, Deputy Director
Date: October 18, 2017
RE: **Minimum Standards Update**

AGENDA ITEM – IX – C

A proposed amendment to the Minimum Standards for Requirements for Aeronautical Activities at the Boca Raton Airport is attached for Board consideration.

The amendment is needed to address unregulated maintenance activities occurring on the FBO ramps. The addition of the Independent Service Provider category will allow the Airport to ensure that off airport service companies are held to a comparable standard as airport tenants providing similar services. The proposed fee for Independent Service Providers is \$500 for first time applicants and \$250 for annual renewals. The fee was determined on a cost recovery basis.

Airport Management recommends approval of Resolution Number 10-30-17 adopting the amended Minimum Standards for Requirements for Aeronautical Activities.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 10-30-17

A Resolution of the Boca Raton Airport Authority amending the Airport Minimum Standards

WHEREAS, the Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, and maintenance of, and improvements to the Boca Raton Airport;

WHEREAS, on March 19, 1996, the Authority adopted Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport (the Minimum Standards) to ensure the safe and efficient operation of the Airport.

WHEREAS, the Authority desires to amend the Manual to conform policies with industry standards, and a copy of the revised Minimum Standards is attached as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 18th DAY OF OCTOBER 2017, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.
2. The Authority hereby amends the Minimum Standards in accordance with the revisions set forth in Exhibit A.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 10-30-17.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 10-30-17.

ADOPTED by the Boca Raton Airport Authority, this 18th day of October 2017.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

Randy Nobles
Secretary & Treasurer

Mitchell Fogel
Chair



Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport

Approved
March 19, 1996

Revised
August 19, 1998

Amended
May 15, 2003, June 16, 2004, July 21, 2004, October 20, 2004
March 16, 2005, May 18, 2005, July 21, 2010, May 18, 2011, June 15, 2011, October 16,
2013, October 18, 2017

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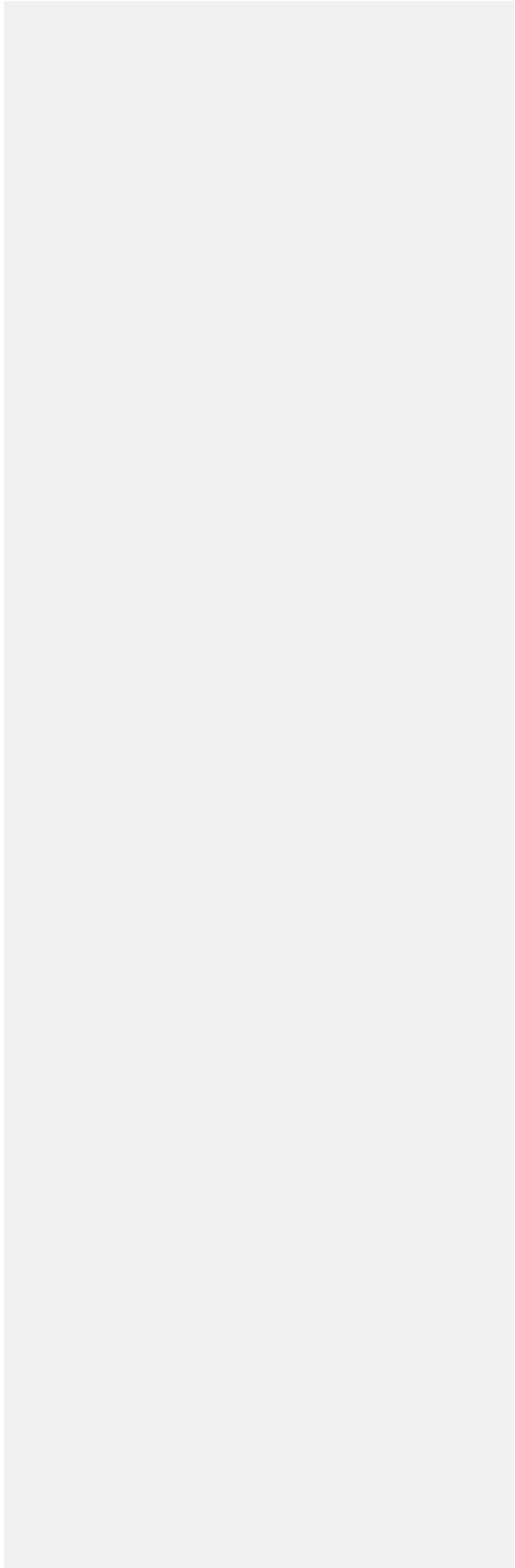
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A. INTRODUCTION

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 Boca Raton Airport (“Airport”) the Boca Raton Airport Authority as 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 Authority’s point of view as the Airport operator, 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.”

2. Statement of Policy

It is the intent of the Boca Raton Airport Authority to plan, manage, operate, finance, and develop the Boca Raton 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 quality 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 Authority.

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 Authority 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 Authority further reserves the right to designate the specific Airport areas in accordance with the current 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 Executive Director has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and Authority 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 Authority and with the consent of the State of Florida.

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 conduct on the Boca Raton 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 Authority, from time to time, and in such manner and to such extent as is deemed reasonable and appropriate by the Authority.

3. Severability Clause

If one (1) or more clauses, sections, or provisions of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment 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.

4. Conflicts with Existing Agreement

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 Authority or if Operator desires to materially increase or expand its activities, Operator shall then comply with the provisions of these Minimum Standards.

5. Violations

The Authority reserves the right to prohibit any Operator from using the Airport in connection with any of such Operator's Aeronautical Activities upon determination by the Authority 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.

6. Definitions

As used in these regulations, the following terms shall have the following meanings:

Aeronautical Activity (or “Aeronautical Activities” or “Activity” or “Activities”). Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: charter operations, pilot training, Aircraft rental, sightseeing, aerial surveying, air carrier operation (airline passenger and air cargo), Aircraft sales and service, sale of aviation fuel and oil whether or not conducted in conjunction with other included activities, repair and maintenance of Aircraft, sale of Aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an “Aeronautical Activity.” For all purposes of these Minimum Standards, all products and services described herein are deemed to be “Aeronautical Activities.”

Agreement for “Lease”. A contract between the Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

Air Charter. An entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats.

Aircraft. Any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air. Excluded from this definition are balloons, gyrocopters, gliders, paragliders and unregistered ultralights.

Aircraft Maintenance. The repair, maintenance, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in Part 43 of the FARs. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment or repair of Aircraft and their accessories.

Airport. Boca Raton Airport, Boca Raton, Florida.

Airport Operating Area (“AOA”). Ramp/apron, runway and taxiway system at the Airport.

Airport Layout Plan (“ALP”). A drawing depicting the physical layout of the Airport and identifying the location and configuration of runways, taxiways, buildings, roadways, utilities, nav aids, etc. and showing planned airport development.

Executive Director. The designated individual or duly authorized representative appointed by the Authority to manage the operation and development of the Airport.

Applicant. An entity desiring to acquire the use of a portion of the Airport or to establish or use any facility at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed for authorization to engage in such activities at the Airport.

Apron. A paved area suitable for Aircraft staging and parking.

Authority or Airport Authority, the Boca Raton Airport Authority as created by Chapter 82-259 (F.S.) Laws of Florida as passed by the Legislature.

Commercial Aeronautical Activity. Any Aeronautical Activity where the purpose of such Activity is to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Such activities are further defined throughout these Minimum Standards.

Commercial Aviation Operator. An entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. A Commercial Operator may be classified as either a Fixed Base Operator or a Specialized Aviation Service Operator.

Entity. A person, persons, firm, partnership, limited liability company, unincorporated proprietorship or association or group, or corporation other than the Authority.

Equipment. All personal property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right. A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. The granting of an exclusive right to an entity other than the airport owner to conduct an Aeronautical Activity, which is forbidden by Federal regulation; is distinguished from an exclusive right to occupy real estate, which is permitted by Federal regulation under certain conditions. The presence of only one operator providing a specific service does not in itself constitute an exclusive right.

FAA. Federal Aviation Administration.

FAR. Federal Aviation Regulations.

Fixed Base Operator (“FBO”). An entity which is authorized and required by Agreement with the Authority to provide, at a minimum, the following Aeronautical Activities at the Airport;

- A. Sale of Aviation Fuel and Lubricants
- B. Tie-down, Hangaring, and Parking
- C. Aircraft Maintenance
- D. Aircraft Washing
- E. Ancillary Aircraft Ground Services and Support

Improvements. All buildings, structures, and facilities including pavement, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any leased area.

Lease. A contract between the Airport Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective.

Minimum Standards. Those qualifications, standards, and criteria set forth herein as the minimum requirements to be met as a condition for Operator to engage in Aeronautical Activities at the Airport and for any entity to engage in activities on the airside of the Airport.

Non-Commercial Operator. An entity that either owns or leases or operates aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary activity or unit to support the businesses purposes by providing transportation for the exclusive use of its employees or agents. In all cases, the Non-Commercial Operator neither offers nor provides Aeronautical Activities for compensation.

Operator. As used in these Minimum Standards, the term “Operator” refers to both Commercial Operators and Noncommercial Operators.

Ramp/Apron. A paved area suitable for aircraft staging and parking.

Regulations. The Boca Raton Airport Regulations adopted on June 24, 1998, as it has been and may be amended from time to time.

Repair Facility. A facility utilized for the repair and maintenance of aircraft to include airframe, powerplant, propellers, radios, instruments, and accessories.

Specialized Aviation Service Organization (“SASO”). A Commercial Operator that provides Aeronautical Activities not included in the minimum services listed under the definition of a Fixed Base Operator (FBO). These may include any one (1) or a combination of the following:

- A. Airframe and Powerplant Repair and Maintenance
- B. Aircraft Rental/Flying Club
- C. Flight Training
- D. Aircraft Charter/Air Tax
- E. Avionics, Instrument, or Propeller Repair
- F. Aircraft Sales
- G. Aircraft Hangar Rental
- H. Aircraft Washing

Sublease. An agreement entered into by a lessee under a Lease with another entity transferring rights or interests in property and/or facilities and enforceable by law.

Taxiway or Taxi Lane. A defined path, usually paved, over which aircraft can taxi from one part of an Airport to another.

Temporary (or Mobile) Structure. A structure that has no permanent foundation and/or is capable of moving or being moved from place to place, including modular buildings constructed offsite.

Through the Fence” Rights, the right to have direct access to the Airport from private property contiguous to the Airport and/or the right to engage in Commercial Aeronautical Activities at the Airport without an approved Agreement with the Authority.

Tie-down. A paved area suitable for parking and mooring of aircraft wherein suitable Tie-down points have been located.

B. 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.

1. Agreement

No entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the entity and the Authority. Such Agreement will have a maximum initial term of 20 years. In addition, the Authority may provide for optional extensions of Agreement, with agreed upon terms and conditions.

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.

2. Approved Activities

Activities not explicitly discussed and/or identified in these Minimum Standards are prohibited at the Airport, unless written authorization is provided by the Authority and/or the Executive Director. Activities which are prohibited include, but are not limited to, sky diving, banner towing, and the operation of gyrocopters, gliders, paragliders and unregistered ultralights.

3. Fees and Charges

Operator shall pay the fees and charges specified by the Authority 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 Executive Director at the time of application or contract negotiations regarding an Agreement.

4. Leased Premises

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 Leases or Subleases, through the Executive Director, to the Authority 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 restrooms.

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 R 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.

The **public accommodations** shall include telephones for customer use, restrooms, sufficient on-site customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations.

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

5. Site Development

Detailed development plans will be submitted to the Authority, through the Executive Director, within three (3) months of the execution of an Agreement. The Authority reserves the right for final approval on structural and 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 to the Executive Director for approval by the Authority. Approval will not be unreasonably withheld and the Authority must approve or disapprove plans within 45 days of receipt. However, no approval by the Authority of any plans or specification or receipt thereof by the Authority shall be deemed or implied to constitute approval of said 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. The Authority by approving any such plans or specifications,

assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications.

All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the FDOT, and the Authority. Operator will be responsible for obtaining and complying with any and all building permits required by the Authority, Palm Beach County, The City of Boca Raton, Florida Dept. 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 Authority, the Notice will be signed by and submitted to the FAA by the Authority. Review and submittal will be completed within 45 days of receipt by the Authority. No construction may commence until the Notice is approved and returned to the Authority by the FAA. Changes or restrictions the FAA may require to the Notice must be complied with by Operator.

The Authority is under no obligation to construct and provide Aprons or Taxiways or other facilities for commercial and/or non-commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways, these pavements shall meet all FAA standards for the largest aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved, located on leased premises, and in compliance with the Airport Authority and City of Boca Raton parking standards. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from accidentally driving onto runways and taxiways.

Any property not developed within two (2) years of execution of Agreement, or within four (4) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the Authority 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 written form.

Operator will not place or cause to be placed any temporary, modular or mobile 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 Authority. In addition, no activities may be performed from temporary modular or mobile structures and until all minimum standards are complied with for the approved aeronautical activity.

6. Facility Maintenance

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, fair wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Maintenance will be at the sole expense of Operator and will be subject to general monitoring by the Executive Director and/or his or her representative(s) to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

7. Products and Services

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

8. Licenses, Permits, and Certifications

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 Authority or any other duly authorized governmental agency having jurisdiction.

Operator shall not engage in any activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Executive Director with a copy of any such certification.

9. Personnel

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 herein.

Unless otherwise provided in these minimum standards, the 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.

10. Payment of Rents and Fees

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 Authority under any and all Agreements with the Authority.

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

11. Laws, Rules, and Regulations

Operator shall engage in Aeronautical Activities only in accordance with Minimum Standards; 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 Authority, including without limitation these Minimum Standards; all as may be in effect from time to time.

12. Insurance

- 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 maintain, at a minimum, the coverages and limits of insurance for a Fixed Based Operator or the Operator's particular Specialized Aviation Service or Services, as provided on Attachment A to the Minimum Standards – (Schedule of Minimum Insurance Requirements).
- 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 Authority for each Activity. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Florida, or otherwise be approved in writing by the Authority.
- 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 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 Authority to carry and keep in force shall name the Authority (individually and collectively) and its representatives, officials, officers, employees, agents, and volunteers as additional insured.
- All insurance policies shall contain, or be endorsed to contain, the following provisions:
 - “The Boca Raton Airport Authority, including its Members, Officers, Employees and Agents, is an Additional Insured under this policy.”
 - “Insurer hereby waives its rights to subrogation of Insured's claims against the Boca Raton Airport Authority, including its Members, Officers, Employees and Agents.”
- The applicable insurance coverages shall be in full force and effect and the required Policies or Endorsements shall be delivered to the Executive Director upon execution of any Agreement, Lease, or approved Sublease.

- The limits of liability for each designated activity represent the minimum required to operate at the Airport. The Authority 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 building other than aircraft storage hangars and T-hangars 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 Authority, 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 Executive Director.
- For special events conducted on the airside of the Airport, the tenant on whose premises the special event is hosted shall comply with all insurance requirements for special events as set forth in the Regulations.

13. Indemnification and Hold Harmless

- Operator shall defend, indemnify, protect, and completely hold harmless the Airport Authority, (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 Airport Authority, (individually and collectively), representatives, officials, officers, employees, and agents as a result of, or arising out of Operator’s 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.

14. Assignment, Subletting, and Encumbrances

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

A request for such written permission, prepared in as much detail as required by the Authority, will be submitted to the Authority, through the Executive Director 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 45 days of receipt by the Authority.

15. Taxes

Operator shall, at its sole cost and expense, pay any and all taxes, which now or in the future, may be assessed against the leasehold land, improvements thereto and otherwise assessed upon its operations.

16. Signage

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 Executive Director. At a minimum, all signage must meet requirements and standards of the Airport Authority.

17. Environmental Compliance

All Operators, specifically including without limitation, all Operators who dispense fuel, store fuel, and perform Aircraft 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 review by and written permission from the Authority. 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 Executive Director, 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 Authority for compliance with this standard at any time during normal business hours.

Each entity will become a co-permittee with the Airport Authority under a NPDES permit for storm water discharge. Each entity will participate in the Airport Stormwater Pollution Prevention Plan (SWPPP) and have representation on the Stormwater Pollution Prevention Team.

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

18. Safety of Property, Others

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

19. Suspension, Revocation of Privileges

The Authority 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.

20. Security

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

21. Authority, and Airport

- The Airport is owned by the State of Florida and is operated and Director administered by the Boca Raton Airport Authority. Only the Airport Authority can amend or modify these Minimum Standards.
- The Airport Authority has directed the Executive Director to obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with the Authority under these Minimum Standards. In addition, all official inquiries to the Authority regarding these Minimum Standards and/or compliance therewith should be directed to the Executive Director. The Executive Director 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 Authority. Any notice required to be given hereunder to the Authority shall be given in writing and addressed to the Executive Director at the Address provided in paragraph 22 below.

22. Notices, Requests for Approval, and Other Filings

Any notice, request for approval, application, or other filing Applications, required or permitted to be given or filed with the Authority and any notice or communication required 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 Authority) or, as the case may be, to the Authority, through the Executive Director at the following address:

Boca Raton Airport Authority
3701 FAU Blvd., Suite 205
Boca Raton, Florida, 33431
Telephone: (407) 391-2202
Facsimile: (407)391-2238

23. Bonding Requirements

All construction at the Boca Raton Airport will require that the Tenant submit a Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the Tenant will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the tenant will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that assures that the tenant will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; The time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the "Scope of Work" as submitted by the Tenant.

C. FIXED BASE OPERATIONS

1. Fixed Base Operator

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; Aircraft Washing and, ancillary ground services and support.

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

2. Scope of Activity

- 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 are 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.
 - 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 Control and Countermeasure Plan ("SPCC Plan") which meets Authority, Federal, and State regulations. An updated

copy of such SPCC Plan shall be filed with the Executive Director at least five (5) days prior to actual implementation.

- Tie-down, Hangaring, and Parking
- The FBO shall comply with minimums identified in Leased Premises.
- 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 through an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO's leased premises.
- Ancillary Ground Services and Support
 - Oxygen, Nitrogen, and Compressed Air Services
 - Towing of Aircraft
 - Ground Power Services
 - Aircraft Recovery Services

3. Leased Premises

- A minimum of 12 acres of land upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Pave Tie-down facilities for a minimum of 50 aircraft.
- A paved ramp adequate to accommodate all Tie-down facilities, all Transient Aircraft Activities of the FBO and all approved sublessee(s) of FBO (but not less than 215,000 square feet) plus paved access to taxiways.
- At least 32,000 square feet of common storage hangar space with no hangar less than 8,000 square feet. A minimum of 8,000 square feet must be “dedicated” to the provision of Aircraft Maintenance and 24,000 square feet must be “dedicated” to the storage of tenant or transient Aircraft.
- At least 7,000 square feet of facilities including adequate space for crew and passenger lounge, administration, operations, public telephones, and restrooms.
- At least 1,000 square feet of office and shop space “dedicated” to the administration and provision of Aircraft Maintenance.

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

4. Fuel Storage Facility

- Construct (or install), maintain, or have access to an on-Airport above-ground fuel or below ground storage facility in a location approved by the Authority. Said fuel storage facility shall have a 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:
 - 24,000 gallon facility for Jet A Fuel storage; and
 - 12,000 gallon facility for Avgas storage; and
 - Demonstrated capabilities to expand fuel storage capacity within a reasonable time period.
- The design and construction of the fuel storage facility shall be approved by the Airport Authority and 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 150/5230-4, including all changes and Appendices; and current Florida Department of Environmental Protection (DEP) 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.

5. Fueling Equipment

FBO shall have:

- At least two (2) mobile dispensing single product trucks (also referred to as Aircraft Fuel Servicing Tank Vehicle, Fueler, Mobile, Dispensing Truck, or Mobile Unit) for jet fuel, and at least one (1) such truck for dispensing Avgas. The Avgas truck shall have a minimum capacity of 750 gallons and the Jet fuel trucks shall have a minimum capacity of 2,200 gallons.
- If FBO engages in into-plane fueling services (scheduled and/or non-scheduled), FBO must have adequate fuel storage capacity for said activity and the fueling equipment required to meet demands of the aircraft typically utilizing the Airport.

- Mobile 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 fuel service vehicle 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 Airport Authority
 - 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/Storing of Hazardous Substances and Materials
 - Applicable FAA Advisory Circulars (AC), including AC-00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

6. Equipment

FBO shall have:

- 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.
- Adequate Equipment for recharging or energizing discharged Aircraft batteries.
- Courtesy vans - at least one (1) vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.
- One (1) Aircraft tug with rated draw bar capacity of not less than 5,000 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.
- All Equipment necessary for the proper performance of repair and maintenance services on airframe and powerplants in accordance with applicable FAA regulations and Manufacturers' specifications. Such Equipment shall comply with Authority rules and regulations, NFPA codes, and other applicable governmental safety regulations.

7. Personnel

Personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name and employee's name. 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.

- A minimum of two (2) properly trained and qualified employees between 7 am and 11 pm each day providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of one (1) properly trained and qualified employee between 7 am and 11 pm each day to provide ancillary customer service and support. At least one person capable of providing these services is required between 11 pm and 7 am each day.
- A minimum of one (1) FAA licensed airframe and powerplant mechanic employed by the FBO and properly trained and qualified to perform maintenance services on general aviation Aircraft frequenting the Airport.

8. Hours of Operation

Fueling, customer services, and ancillary services shall be continuously offered and available to the public (24) hours a day, seven (7) days a week.

Aircraft Maintenance shall be continuously offered and available to the public five (5) days a week, eight (8) hours a day and available after hours and on weekends, on-call, with response time not to exceed one (1) hour.

9. Aircraft Recovery Services

Recognizing that Aircraft recovery is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance in order to maintain the operational readiness of the Airport's runway and taxiway 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.

10. Standard Operating Procedures

In accordance with all applicable laws, regulations, and appropriate (SOP) 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 Executive Director no later than 30 days after the FBO commences activities at the Airport. Inspections will be conducted by the Executive Director on a periodic basis to ensure compliance.

D. SPECIALIZED AVIATION SERVICE OPERATORS

1. Aircraft Airframe and Power Plant Repair and Maintenance Operator

Definition: An Aircraft Airframe and Powerplant 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 II hereof, each Aircraft Airframe and Powerplant Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping 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) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.
- At least 2,500 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.

- 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 2,000 square feet of office and shop space “dedicated” to the administration and provision of airframe and powerplant repair and maintenance activities.

c) Licenses and Certifications

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Executive Director. Operator must acquire the Certificate within six (6) months of application and submit a copy to the Executive Director. However, should Operator not receive Certificate within six (6) months due to delays caused by the FAA, Operator may request from the Authority an extension to extend the six (6) months deadline, which will not be unreasonably denied. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed.

d) Personnel

Operator shall provide a sufficient number of personnel (at a minimum of one (1) FAA license 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 certificated by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings.

e) Equipment

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.

f) Hours of Operation

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) hours a day and available after hours, on-call, with response time not to exceed one (1) hour.

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.

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directory with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- 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 2,500 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.
- FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:
- 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 facilities.
- At least 750 square feet of office space "dedicated" to the administration and provision of aircraft rental activities.

c) Licenses and Certifications

Operator shall have in its employ at least two (2) people having current FAA certified flight instructor ratings and which is current in all aircraft models offered for rental.

d) Personnel

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.

e) Equipment

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) certified and currently airworthy Aircraft capable of flight under instrument conditions.

f) Hours of Operation

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.

g) Exempt Flying Club

All Minimum Standards outlined above for Aircraft Rental Operators shall apply to Exempt Flying Clubs except for "Hours of Operation." To be exempt from the commercial flying club requirements, the following conditions must exist:

- The club shall be a non-profit entity (corporation, association, or partnership) registered 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 and 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 service.
- Aircraft Maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic. All other maintenance which is performed at the airport must be provided by an Operator based at 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 Executive Director a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current with the Executive Director a complete list of the club's members including names 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 Authority.
- Operator shall provide certificates of insurance listing each club member as names insured and evidencing the same coverages as required by the aforementioned Commercial Flying Club.

3. Flight Training Operator

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.

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.

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- 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 Operator's facilities and on Operator's leased ground space.

- Operator shall provide at least 2,500 square feet of space for workspace, customer lounge, administration, public telephones, restrooms, student briefing, flight planning, classroom facilities and instructor lounge.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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.
- Operator shall provide at least 750 square feet of office space "dedicated" to administration and provision of flight training activities.

c) Licenses and Certifications

Operator shall have in its employ at least two (2) flight instructor who are properly certificated by the FAA to provide all types of training offered. Operator's facility shall be certificated by the FAA as a pilot school.

d) Personnel

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 reasonable demands of the public seeking such services.

e) Equipment

Operator 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.

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 offered.

f) Hours of Operation

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.

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.

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- 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 Operator's facilities and on Operator's leased ground space.
- Operator shall provide at least 2,500 square feet of space for work area, customer lounge, administration, public telephones, restrooms, classroom facilities and restaurant or appropriate vending machines.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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.

- Operator shall provide at least 750 square feet of office space “dedicated” to administration and provision of flight training activities.

c) Licenses and Certifications

Operator shall have and provide copies to the Executive Director of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including without limitation, the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and the FAA issued operating certificate.

d) Personnel

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.

e) Equipment

Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than three (3) certified and continuously airworthy aircraft with at least one (1) multi-engine, all weather Aircraft.

f) Hours of Operation

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 inquires shall not exceed one (1) hour.

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.

a) Scope of Activity

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 S markets.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) S upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- At least one (1) common storage hangar with 8,000 square feet of space on Operator's leasehold for Aircraft Maintenance.
- Ramp space equal 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, public telephones, and restrooms
- Sufficient paved vehicle parking facilities to accommodate all fl customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an (Continued) authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) common storage hangar with 2,000 square feet of space on Operators leasehold for Aircraft Maintenance.
- 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 1,250 square feet of office and shop space "dedicated" to the administration and provision of avionics, instrument, or propeller repair.

c) Licenses and Certifications

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 and Class 2 repairs.

d) Personnel

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.

e) Equipment

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

f) Hours of Operation

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.

6. Aircraft Sales Operator

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

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

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Operator shall provide at least 2,500 square feet for office, work area, lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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 250 square feet of office space "dedicated" to the administration and provision of aircraft sales activities.

c) Dealership

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.

d) Licenses and Certifications

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.

e) Personnel

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 demands of the public seeking such services on the leased premises. At least one person shall be a commercial pilot currently certified by the Federal Aviation Administration, with ratings appropriate for the types of aircraft to be demonstrated.

f) Equipment

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

g) Hours of Operation

Operator's leased premises shall be open and service 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.

7. Aircraft T-Hangar Rental Operator

Definition: Aircraft T-Hangar Rental Operator is an entity engaged in the rental of Aircraft T-Hangars to the public for the purpose of storage of aircraft.

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

a) Scope of Activity

Operator shall conduct its aircraft T-Hangar 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. No commercial activities are allowed in the T-hangars.

b) Leased Premises

Operator (including an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 163,350 square feet, three and three quarters (3.75) acres, upon which all required improvements for facilities, taxiways, vehicle parking, roadway access, and landscaping will be located.
- Construct a minimum of thirty (30) T-Hangar units to include paved taxiways and taxi lanes and landscaping as approved by the Authority.
- At least one male and one female customer restrooms.
- Sufficient paved vehicle parking facilities to accommodate all employees on a daily basis.

c) Personnel

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

d) d) Equipment

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

e) Hours of Operation

Operator's leased premises shall be open 24 hours a day, 7 days a week with a manager on call on one (1) hour's notice.

8. Aircraft Wash Operator

Definition: Aircraft Wash Operator is an entity engaged in the business of providing aircraft washing and cleaning services to the public,

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

a) Scope of Activity

Operator shall conduct its aircraft washing and cleaning 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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of wash water to stormwater or ground water.
- Aircraft Ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport. Ramp space shall be adjacent to Operator's wash facilities and on Operator's leased ground space.
- At least 2,000 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.

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

FBO or Operator engaged in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of was water to the stormwater or ground water system. Aircraft ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport.. Ramp space shall be adjacent to Operators wash facilities and on Operator’s leased ground space.
- At least 200 square feet of office space “dedicated” to the administration and provision of aircraft wash activities.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

c) Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft wash and cleaning services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

d) Equipment

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

e) Hours of Operation

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.

f) Insurance

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, 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 . (This insurance is not required if aircraft is not placed in the care, custody or control of the operator.

9. Specialized Commercial Aeronautical Operator

Definition: 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, painting, upholstery, etc) or other miscellaneous activities directly related to Aircraft support.

Miscellaneous Commercial Services and Support - are defined as non-stop sightseeing flights (flights that begin and end at this Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; 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 Requirements set forth in Section B hereof, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

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 sized facilities in like markets.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space adequate to accommodate 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, public telephones, and restrooms, but not less than 2,000 square feet.

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

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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 aeronautical activities

c) Licenses and Certifications

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

d) Personnel

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.

e) Equipment

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.

f) Hours of Operation

Operator’s leased premises shall be open and service 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

10. Non-Commercial Hangar Operator

Definition: A Non-Commercial Hangar Operator is an entity which develops and constructs a hangar structures) for the sole purpose of storing an aircraft which is either owned or leased for non-commercial, private (not for hire), personal, and/or recreational purposes only. Non-Commercial Hangar Operations will be allowed only when adequate facilities cannot be provided by an FBO or T-Hangar Rental Operator under reasonable terms and conditions.

In addition to the General Requirements set forth in Section B hereof, each Non-Commercial Operator at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

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

Non 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 fl fuel either with an approved FBO or at an off-Airport site. Operator wishing to self-fuel must receive prior written consent of the Authority prior to initiation of such practice.

Operator shall not be permitted to sublease ground, hangar, ramp, office, or shop space to any entity for any purpose.

b) Leased Premises

A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

Development shall include ramp space equal to or greater than two (2) times the hangar square footage and sufficient to provide reasonable Aircraft access to and from hangar. The Authority 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.

In addition, development 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.

c) Hangar Structures

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

- T-hangars - Enclosed structure(s) of not less than 22,000 square feet, sub-divided 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 11,500 square feet, completely enclosed.

d) Ownership Guidelines

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 Airport Authority 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 Executive Director from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of aircraft owned by the members) 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.

11. Independent Service Provider

Definition: An Independent Service Provider (Provider) is any entity or individual performing a service or providing a product for compensation, monetary or otherwise on the Airport who does not have an approved agreement, sublease, or lease with the Authority. In addition to the General Requirements set forth in Section B hereof, each Provider at the Airport shall comply with the following Minimum Standards.

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a) Scope of Activity

Provider shall conduct specialized commercial aeronautical activities in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products and services from similar sized facilities in like markets. In no event may the Provider offer commercial aeronautical services that would not otherwise be authorized, or are not otherwise within the scope of services authorized, to be provided by the lessee or sublessee on whose leasehold the Provider is operating.

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b) Licenses and Certifications

Provider shall obtain and comply with, at Provider's sole expense, all necessary licenses and permits required for the conduct of Provider's activities at the Airport as required by the Authority or any other duly authorized governmental agency having jurisdiction. A copy of all required federal, state, or local licenses and certifications shall be provided to the Authority.

c) Permit

Prior to Provider conducting in activities at the Airport, an annual permit shall be obtained from the Executive Director. Permits shall be signed and approved by each individual lessee or sublessee for each leasehold on which activities will be conducted. Permit and renewal fees shall be in accordance with the Authority approved fee schedule.

d) Personnel

All personnel employed by the Provider accessing the airport shall be badged in accordance with the Authority's Badging Policy. Badges shall be obtained for each leasehold upon which activities will be conducted.

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e) Insurance

Provider shall comply with all insurance requirements stipulated in Attachment A of the Minimum Standards or as may be required by the Authority.

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V. APPLICATION REQUIREMENTS

E. APPLICATION REQUIREMENTS

1. The Application

The Airport Authority 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 Authority and/or Executive Director.

a) Intended Scope of Activities

As a prerequisite to occupancy on 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:

- 1) The legal name of the entity filing the application and its business name (if different).
- 2) The name, address, and telephone number of the entity and primary contact individual.
- 3) The names, addresses, and telephone numbers of all owners of 5% or more of the equity interest, management control, or debt of the entity.
- 4) The proposed date for commencement of the activity and proposed term for conducting same.
- 5) A comprehensive listing of all activities proposed to be offered, along with the copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- 6) 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.
- 7) 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 the vehicle parking to be available (and required) for the proposed activities.
- 8) 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.
- 9) 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.
- 10) The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed activities.
- 11) A market analysis to include a written statement addressing each of the following areas:

- a) Definition of target market
- b) Intended marketshare
- c) Promotional marketing techniques
- d) Description of existing competitors
- e) Percent of intended sales related to Aircraft based at the Airport
- f) List of certifications and licenses to be sought (if any, as required)
- g) Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
- h) 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)
- i) 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.

b) 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 Authority 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.

c) Experience

The prospective Operator shall furnish the Authority 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 Authority.

d) Bonding and Insuring Capacity

The prospective Operator shall provide evidence in a form acceptable to the Authority of its ability to supply (1) 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), (2) A Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the prospective operator will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the prospective operator will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that assures that the operator will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; the time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the "Scope of Work" as submitted by the prospective operator., and (3) the required insurance. Additional and supplemental information may be required by the Authority in a formal competitive selection process.

2. Grounds for Denial of Application

The Authority 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 Airport Authority is unwilling 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 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.
- h) The Applicant has either intentionally or unintentionally misrepresented or omitted material fact in the application or in supporting documents.
- i) The Applicant has failed to make full disclosure on the application or in supporting documents.
- j) 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.
- k) 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 Authority.
- l) On the basis of current financial information, the applicant does not, in the sole discretion of the Airport Authority, exhibit adequate financial responsibility or capability to undertake the proposed operation and activities.
- m) The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport Authority for the proposed operation and activities.
- n) The Applicant or an officer, director, agent, representative, shareholder or employee of applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.
- o) Applicants activities or operations have been or could be detrimental to the Airport.

3. Extension of Term

a) No Change in Scope of Activities

Within six (6) months of expiration of the term of Operator's Agreement or Lease with the Airport Authority, Operator may apply to extend such term and such application may be accepted by the Authority 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. Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.

b) Change in Scope of Activities

Within six (6) months of expiration of the term of Operator's Agreement or Lease with the Authority, 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 Authority 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. Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.



Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport

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A. INTRODUCTION

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 Boca Raton Airport (“Airport”) the Boca Raton Airport Authority as 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 Authority’s point of view as the Airport operator, 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.”

2. Statement of Policy

It is the intent of the Boca Raton Airport Authority to plan, manage, operate, finance, and develop the Boca Raton 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 Authority.

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 Authority 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 Authority further reserves the right to designate the specific Airport areas in accordance with the current 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 Executive Director has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and Authority 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 Authority and with the consent of the State of Florida.

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 conduct on the Boca Raton 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 Authority, from time to time, and in such manner and to such extent as is deemed reasonable and appropriate by the Authority.

3. Severability Clause

If one (1) or more clauses, sections, or provisions of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment 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.

4. Conflicts with Existing Agreement

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 Authority or if Operator desires to materially increase or expand its activities, Operator shall then comply with the provisions of these Minimum Standards.

5. Violations

The Authority reserves the right to prohibit any Operator from using the Airport in connection with any of such Operator's Aeronautical Activities upon determination by the Authority 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.

6. Definitions

As used in these regulations, the following terms shall have the following meanings:

Aeronautical Activity (or “Aeronautical Activities” or “Activity” or “Activities”). Any Activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. The following activities, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: charter operations, pilot training, Aircraft rental, sightseeing, aerial surveying, air carrier operation (airline passenger and air cargo), Aircraft sales and service, sale of aviation fuel and oil whether or not conducted in conjunction with other included activities, repair and maintenance of Aircraft, sale of Aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an “Aeronautical Activity.” For all purposes of these Minimum Standards, all products and services described herein are deemed to be “Aeronautical Activities.”

Agreement for “Lease”). A contract between the Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

Air Charter. An entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAR with aircraft that provide no more than 30 passenger seats.

Aircraft. Any contrivance, now known or hereafter invented, used, or designed for navigation of or flight in the air. Excluded from this definition are balloons, gyrocopters, gliders, paragliders and unregistered ultralights.

Aircraft Maintenance. The repair, maintenance, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in Part 43 of the FARs. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment or repair of Aircraft and their accessories.

Airport. Boca Raton Airport, Boca Raton, Florida.

Airport Operating Area (“AOA”). Ramp/apron, runway and taxiway system at the Airport.

Airport Layout Plan (“ALP”). A drawing depicting the physical layout of the Airport and identifying the location and configuration of runways, taxiways, buildings, roadways, utilities, nav aids, etc. and showing planned airport development.

Executive Director. The designated individual or duly authorized representative appointed by the Authority to manage the operation and development of the Airport.

Applicant. An entity desiring to acquire the use of a portion of the Airport or to establish or use any facility at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed for authorization to engage in such activities at the Airport.

Apron. A paved area suitable for Aircraft staging and parking.

Authority or Airport Authority, the Boca Raton Airport Authority as created by Chapter 82-259 (F.S.) Laws of Florida as passed by the Legislature.

Commercial Aeronautical Activity. Any Aeronautical Activity where the purpose of such Activity is to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Such activities are further defined throughout these Minimum Standards.

Commercial Aviation Operator. An entity engaging in an Activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to, or is required for the safe conduct and utility of such Aircraft operations, the purpose of such Activity being to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. A Commercial Operator may be classified as either a Fixed Base Operator or a Specialized Aviation Service Operator.

Entity. A person, persons, firm, partnership, limited liability company, unincorporated proprietorship or association or group, or corporation other than the Authority.

Equipment. All personal property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right. A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. The granting of an exclusive right to an entity other than the airport owner to conduct an Aeronautical Activity, which is forbidden by Federal regulation; is distinguished from an exclusive right to occupy real estate, which is permitted by Federal regulation under certain conditions. The presence of only one operator providing a specific service does not in itself constitute an exclusive right.

FAA. Federal Aviation Administration.

FAR. Federal Aviation Regulations.

Fixed Base Operator (“FBO”). An entity which is authorized and required by Agreement with the Authority to provide, at a minimum, the following Aeronautical Activities at the Airport;

- A. Sale of Aviation Fuel and Lubricants
- B. Tie-down, Hangaring, and Parking
- C. Aircraft Maintenance
- D. Aircraft Washing
- E. Ancillary Aircraft Ground Services and Support

Improvements. All buildings, structures, and facilities including pavement, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any leased area.

Lease. A contract between the Airport Authority and an entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities which is in writing, executed by both parties, and enforceable by law.

Master Plan. An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective.

Minimum Standards. Those qualifications, standards, and criteria set forth herein as the minimum requirements to be met as a condition for Operator to engage in Aeronautical Activities at the Airport and for any entity to engage in activities on the airside of the Airport.

Non-Commercial Operator. An entity that either owns or leases or operates aircraft for personal or recreational purposes. In the case of a business, the operation of aircraft must be an ancillary activity or unit to support the businesses purposes by providing transportation for the exclusive use of its employees or agents. In all cases, the Non-Commercial Operator neither offers nor provides Aeronautical Activities for compensation.

Operator. As used in these Minimum Standards, the term “Operator” refers to both Commercial Operators and Noncommercial Operators.

Ramp/Apron. A paved area suitable for aircraft staging and parking.

Regulations. The Boca Raton Airport Regulations adopted on June 24, 1998, as it has been and may be amended from time to time.

Repair Facility. A facility utilized for the repair and maintenance of aircraft to include airframe, powerplant, propellers, radios, instruments, and accessories.

Specialized Aviation Service Organization (“SASO”). A Commercial Operator that provides Aeronautical Activities not included in the minimum services listed under the definition of a Fixed Base Operator (FBO). These may include any one (1) or a combination of the following:

- A. Airframe and Powerplant Repair and Maintenance
- B. Aircraft Rental/Flying Club
- C. Flight Training
- D. Aircraft Charter/Air Tax
- E. Avionics, Instrument, or Propeller Repair
- F. Aircraft Sales
- G. Aircraft Hangar Rental
- H. Aircraft Washing

Sublease. An agreement entered into by a lessee under a Lease with another entity transferring rights or interests in property and/or facilities and enforceable by law.

Taxiway or Taxi Lane. A defined path, usually paved, over which aircraft can taxi from one part of an Airport to another.

Temporary (or Mobile) Structure. A structure that has no permanent foundation and/or is capable of moving or being moved from place to place, including modular buildings constructed offsite.

Through the Fence” Rights, the right to have direct access to the Airport from private property contiguous to the Airport and/or the right to engage in Commercial Aeronautical Activities at the Airport without an approved Agreement with the Authority.

Tie-down. A paved area suitable for parking and mooring of aircraft wherein suitable Tie-down points have been located.

B. 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.

1. Agreement

No entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the entity and the Authority. Such Agreement will have a maximum initial term of 20 years. In addition, the Authority may provide for optional extensions of Agreement, with agreed upon terms and conditions.

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.

2. Approved Activities

Activities not explicitly discussed and/or identified in these Minimum Standards are prohibited at the Airport, unless written authorization is provided by the Authority and/or the Executive Director. Activities which are prohibited include, but are not limited to, sky diving, banner towing, and the operation of gyrocopters, gliders, paragliders and unregistered ultralights.

3. Fees and Charges

Operator shall pay the fees and charges specified by the Authority 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 Executive Director at the time of application or contract negotiations regarding an Agreement.

4. Leased Premises

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 Leases or Subleases, through the Executive Director, to the Authority 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 restrooms.

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 R 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.

The **public accommodations** shall include telephones for customer use, restrooms, sufficient on-site customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations.

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

5. Site Development

Detailed development plans will be submitted to the Authority, through the Executive Director, within three (3) months of the execution of an Agreement. The Authority reserves the right for final approval on structural and 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 to the Executive Director for approval by the Authority. Approval will not be unreasonably withheld and the Authority must approve or disapprove plans within 45 days of receipt. However, no approval by the Authority of any plans or specification or receipt thereof by the Authority shall be deemed or implied to constitute approval of said 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. The Authority by approving any such plans or specifications,

assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications.

All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the FDOT, and the Authority. Operator will be responsible for obtaining and complying with any and all building permits required by the Authority, Palm Beach County, The City of Boca Raton, Florida Dept. 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 Authority, the Notice will be signed by and submitted to the FAA by the Authority. Review and submittal will be completed within 45 days of receipt by the Authority. No construction may commence until the Notice is approved and returned to the Authority by the FAA. Changes or restrictions the FAA may require to the Notice must be complied with by Operator.

The Authority is under no obligation to construct and provide Aprons or Taxiways or other facilities for commercial and/or non-commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways, these pavements shall meet all FAA standards for the largest aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved, located on leased premises, and in compliance with the Airport Authority and City of Boca Raton parking standards. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from accidentally driving onto runways and taxiways.

Any property not developed within two (2) years of execution of Agreement, or within four (4) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the Authority 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 written form.

Operator will not place or cause to be placed any temporary, modular or mobile 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 Authority. In addition, no activities may be performed from temporary modular or mobile structures and until all minimum standards are complied with for the approved aeronautical activity.

6. Facility Maintenance

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, fair wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Maintenance will be at the sole expense of Operator and will be subject to general monitoring by the Executive Director and/or his or her representative(s) to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

7. Products and Services

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

8. Licenses, Permits, and Certifications

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 Authority or any other duly authorized governmental agency having jurisdiction.

Operator shall not engage in any activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Executive Director with a copy of any such certification.

9. Personnel

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 herein.

Unless otherwise provided in these minimum standards, the 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.

10. Payment of Rents and Fees

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 Authority under any and all Agreements with the Authority.

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

11. Laws, Rules, and Regulations

Operator shall engage in Aeronautical Activities only in accordance with Minimum Standards; 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 Authority, including without limitation these Minimum Standards; all as may be in effect from time to time.

12. Insurance

- 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 maintain, at a minimum, the coverages and limits of insurance for a Fixed Based Operator or the Operator's particular Specialized Aviation Service or Services, as provided on Attachment A to the Minimum Standards – (Schedule of Minimum Insurance Requirements).
- 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 Authority for each Activity. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Florida, or otherwise be approved in writing by the Authority.
- 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 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 Authority to carry and keep in force shall name the Authority (individually and collectively) and its representatives, officials, officers, employees, agents, and volunteers as additional insured.
- All insurance policies shall contain, or be endorsed to contain, the following provisions:

“The Boca Raton Airport Authority, including its Members, Officers, Employees and Agents, is an Additional Insured under this policy.”

“Insurer hereby waives its rights to subrogation of Insured's claims against the Boca Raton Airport Authority, including its Members, Officers, Employees and Agents.”
- The applicable insurance coverages shall be in full force and effect and the required Policies or Endorsements shall be delivered to the Executive Director upon execution of any Agreement, Lease, or approved Sublease.

- The limits of liability for each designated activity represent the minimum required to operate at the Airport. The Authority 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 building other than aircraft storage hangars and T-hangars 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 Authority, 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 Executive Director.
- For special events conducted on the airside of the Airport, the tenant on whose premises the special event is hosted shall comply with all insurance requirements for special events as set forth in the Regulations.

13. Indemnification and Hold Harmless

- Operator shall defend, indemnify, protect, and completely hold harmless the Airport Authority, (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 Airport Authority, (individually and collectively), representatives, officials, officers, employees, and agents as a result of, or arising out of Operator’s 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.

14. Assignment, Subletting, and Encumbrances

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

A request for such written permission, prepared in as much detail as required by the Authority, will be submitted to the Authority, through the Executive Director 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 45 days of receipt by the Authority.

15. Taxes

Operator shall, at its sole cost and expense, pay any and all taxes, which now or in the future, may be assessed against the leasehold land, improvements thereto and otherwise assessed upon its operations.

16. Signage

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 Executive Director. At a minimum, all signage must meet requirements and standards of the Airport Authority.

17. Environmental Compliance

All Operators, specifically including without limitation, all Operators who dispense fuel, store fuel, and perform Aircraft 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 review by and written permission from the Authority. 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 Executive Director, 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 Authority for compliance with this standard at any time during normal business hours.

Each entity will become a co-permittee with the Airport Authority under a NPDES permit for storm water discharge. Each entity will participate in the Airport Stormwater Pollution Prevention Plan (SWPPP) and have representation on the Stormwater Pollution Prevention Team.

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

18. Safety of Property, Others

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

19. Suspension, Revocation of Privileges

The Authority 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.

20. Security

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

21. Authority, and Airport

- The Airport is owned by the State of Florida and is operated and Director administered by the Boca Raton Airport Authority. Only the Airport Authority can amend or modify these Minimum Standards.
- The Airport Authority has directed the Executive Director to obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with the Authority under these Minimum Standards. In addition, all official inquiries to the Authority regarding these Minimum Standards and/or compliance therewith should be directed to the Executive Director. The Executive Director 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 Authority. Any notice required to be given hereunder to the Authority shall be given in writing and addressed to the Executive Director at the Address provided in paragraph 22 below.

22. Notices, Requests for Approval, and Other Filings

Any notice, request for approval, application, or other filing Applications, required or permitted to be given or filed with the Authority and any notice or communication required 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 Authority) or, as the case may be, to the Authority, through the Executive Director at the following address:

Boca Raton Airport Authority
3701 FAU Blvd., Suite 205
Boca Raton, Florida, 33431
Telephone: (407) 391-2202
Facsimile: (407)391-2238

23. Bonding Requirements

All construction at the Boca Raton Airport will require that the Tenant submit a Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the Tenant will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the tenant will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that assures that the tenant will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; The time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the “Scope of Work” as submitted by the Tenant.

C. FIXED BASE OPERATIONS

1. Fixed Base Operator

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; Aircraft Washing and, ancillary ground services and support.

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

2. Scope of Activity

- 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 are 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.
 - 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 Control and Countermeasure Plan (“SPCC Plan”) which meets Authority, Federal, and State regulations. An updated

copy of such SPCC Plan shall be filed with the Executive Director at least five (5) days prior to actual implementation.

- Tie-down, Hangaring, and Parking
- The FBO shall comply with minimums identified in Leased Premises.
- 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 through an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO's leased premises.
- Ancillary Ground Services and Support
 - Oxygen, Nitrogen, and Compressed Air Services
 - Towing of Aircraft
 - Ground Power Services
 - Aircraft Recovery Services

3. Leased Premises

- A minimum of 12 acres of land upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Pave Tie-down facilities for a minimum of 50 aircraft.
- A paved ramp adequate to accommodate all Tie-down facilities, all Transient Aircraft Activities of the FBO and all approved sublessee(s) of FBO (but not less than 215,000 square feet) plus paved access to taxiways.
- At least 32,000 square feet of common storage hangar space with no hangar less than 8,000 square feet. A minimum of 8,000 square feet must be “dedicated” to the provision of Aircraft Maintenance and 24,000 square feet must be “dedicated” to the storage of tenant or transient Aircraft.
- At least 7,000 square feet of facilities including adequate space for crew and passenger lounge, administration, operations, public telephones, and restrooms.
- At least 1,000 square feet of office and shop space “dedicated” to the administration and provision of Aircraft Maintenance.

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

4. Fuel Storage Facility

- Construct (or install), maintain, or have access to an on-Airport above-ground fuel or below ground storage facility in a location approved by the Authority. Said fuel storage facility shall have a 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:
 - 24,000 gallon facility for Jet A Fuel storage; and
 - 12,000 gallon facility for Avgas storage; and
 - Demonstrated capabilities to expand fuel storage capacity within a reasonable time period.
- The design and construction of the fuel storage facility shall be approved by the Airport Authority and 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 150/5230-4, including all changes and Appendices; and current Florida Department of Environmental Protection (DEP) 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.

5. Fueling Equipment

FBO shall have:

- At least two (2) mobile dispensing single product trucks (also referred to as Aircraft Fuel Servicing Tank Vehicle, Fueller, Mobile, Dispensing Truck, or Mobile Unit) for jet fuel, and at least one (1) such truck for dispensing Avgas. The Avgas truck shall have a minimum capacity of 750 gallons and the Jet fuel trucks shall have a minimum capacity of 2,200 gallons.
- If FBO engages in into-plane fueling services (scheduled and/or non-scheduled), FBO must have adequate fuel storage capacity for said activity and the fueling equipment required to meet demands of the aircraft typically utilizing the Airport.

- Mobile 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 fuel service vehicle 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 Airport Authority
 - 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/Storing of Hazardous Substances and Materials
 - Applicable FAA Advisory Circulars (AC), including AC-00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

6. Equipment

FBO shall have:

- 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.
- Adequate Equipment for recharging or energizing discharged Aircraft batteries.
- Courtesy vans - at least one (1) vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.
- One (1) Aircraft tug with rated draw bar capacity of not less than 5,000 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.
- All Equipment necessary for the proper performance of repair and maintenance services on airframe and powerplants in accordance with applicable FAA regulations and Manufacturers' specifications. Such Equipment shall comply with Authority rules and regulations, NFPA codes, and other applicable governmental safety regulations.

7. Personnel

Personnel shall at all times be properly uniformed which, at a minimum, must identify the FBO's company name and employee's name. 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.

- A minimum of two (2) properly trained and qualified employees between 7 am and 11 pm each day providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of one (1) properly trained and qualified employee between 7 am and 11 pm each day to provide ancillary customer service and support. At least one person capable of providing these services is required between 11 pm and 7 am each day.
- A minimum of one (1) FAA licensed airframe and powerplant mechanic employed by the FBO and properly trained and qualified to perform maintenance services on general aviation Aircraft frequenting the Airport.

8. Hours of Operation

Fueling, customer services, and ancillary services shall be continuously offered and available to the public (24) hours a day, seven (7) days a week.

Aircraft Maintenance shall be continuously offered and available to the public five (5) days a week, eight (8) hours a day and available after hours and on weekends, on-call, with response time not to exceed one (1) hour.

9. Aircraft Recovery Services

Recognizing that Aircraft recovery is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance in order to maintain the operational readiness of the Airport's runway and taxiway 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.

10. Standard Operating Procedures

In accordance with all applicable laws, regulations, and appropriate (SOP) 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 Executive Director no later than 30 days after the FBO commences activities at the Airport. Inspections will be conducted by the Executive Director on a periodic basis to ensure compliance.

D. SPECIALIZED AVIATION SERVICE OPERATORS

1. Aircraft Airframe and Power Plant Repair and Maintenance Operator

Definition: An Aircraft Airframe and Powerplant 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 II hereof, each Aircraft Airframe and Powerplant Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

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 g products, services, and activities from similar sized facilities in like markets.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping 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) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.
- At least 2,500 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.

- 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 2,000 square feet of office and shop space “dedicated” to the administration and provision of airframe and powerplant repair and maintenance activities.

c) Licenses and Certifications

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Executive Director. Operator must acquire the Certificate within six (6) months of application and submit a copy to the Executive Director. However, should Operator not receive Certificate within six (6) months due to delays caused by the FAA, Operator may request from the Authority an extension to extend the six (6) months deadline, which will not be unreasonably denied. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed.

d) Personnel

Operator shall provide a sufficient number of personnel (at a minimum of one (1) FAA license 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 certificated by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings.

e) Equipment

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.

f) Hours of Operation

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) hours a day and available after hours, on-call, with response time not to exceed one (1) hour.

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.

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directory with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- 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 2,500 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.
- FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:
 - 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 facilities.
 - At least 750 square feet of office space "dedicated" to the administration and provision of aircraft rental activities.

c) Licenses and Certifications

Operator shall have in its employ at least two (2) people having current FAA certified flight instructor ratings and which is current in all aircraft models offered for rental.

d) Personnel

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.

e) Equipment

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) certified and currently airworthy Aircraft capable of flight under instrument conditions.

f) Hours of Operation

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.

g) Exempt Flying Club

All Minimum Standards outlined above for Aircraft Rental Operators shall apply to Exempt Flying Clubs except for "Hours of Operation." To be exempt from the commercial flying club requirements, the following conditions must exist:

- The club shall be a non-profit entity (corporation, association, or partnership) registered 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 and 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 service.
- Aircraft Maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic. All other maintenance which is performed at the airport must be provided by an Operator based at 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 Executive Director a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current with the Executive Director a complete list of the club's members including names 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 Authority.
- Operator shall provide certificates of insurance listing each club member as names insured and evidencing the same coverages as required by the aforementioned Commercial Flying Club.

3. Flight Training Operator

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.

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.

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- 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 Operator's facilities and on Operator's leased ground space.

- Operator shall provide at least 2,500 square feet of space for workspace, customer lounge, administration, public telephones, restrooms, student briefing, flight planning, classroom facilities and instructor lounge.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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.
- Operator shall provide at least 750 square feet of office space “dedicated” to administration and provision of flight training activities.

c) Licenses and Certifications

Operator shall have in its employ at least two (2) flight instructor who are properly certificated by the FAA to provide all types of training offered. Operator’s facility shall be certificated by the FAA as a pilot school.

d) Personnel

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 reasonable demands of the public seeking such services.

e) Equipment

Operator 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.

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 offered.

f) Hours of Operation

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.

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.

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- 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 Operator's facilities and on Operator's leased ground space.
- Operator shall provide at least 2,500 square feet of space for work area, customer lounge, administration, public telephones, restrooms, classroom facilities and restaurant or appropriate vending machines.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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.

- Operator shall provide at least 750 square feet of office space “dedicated” to administration and provision of flight training activities.

c) Licenses and Certifications

Operator shall have and provide copies to the Executive Director of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including without limitation, the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and the FAA issued operating certificate.

d) Personnel

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.

e) Equipment

Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than three (3) certified and continuously airworthy aircraft with at least one (1) multi-engine, all weather Aircraft.

f) Hours of Operation

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 inquires shall not exceed one (1) hour.

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.

a) Scope of Activity

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 S markets.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) S upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- At least one (1) common storage hangar with 8,000 square feet of space on Operator's leasehold for Aircraft Maintenance.
- Ramp space equal 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, public telephones, and restrooms
- Sufficient paved vehicle parking facilities to accommodate all fl customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an (Continued) authorized Commercial Operator shall adhere to the following leased premises requirements:

- At least one (1) common storage hangar with 2,000 square feet of space on Operators leasehold for Aircraft Maintenance.
- 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 1,250 square feet of office and shop space "dedicated" to the administration and provision of avionics, instrument, or propeller repair.

c) Licenses and Certifications

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 and Class 2 repairs.

d) Personnel

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.

e) Equipment

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

f) Hours of Operation

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.

6. Aircraft Sales Operator

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

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

a) Scope of Activity

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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Operator shall provide at least 2,500 square feet for office, work area, lounge, administration, public telephones, and restrooms.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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 250 square feet of office space "dedicated" to the administration and provision of aircraft sales activities.

c) Dealership

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.

d) Licenses and Certifications

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.

e) Personnel

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 demands of the public seeking such services on the leased premises. At least one person shall be a commercial pilot currently certified by the Federal Aviation Administration, with ratings appropriate for the types of aircraft to be demonstrated.

f) Equipment

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

g) Hours of Operation

Operator's leased premises shall be open and service 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.

7. Aircraft T-Hangar Rental Operator

Definition: Aircraft T-Hangar Rental Operator is an entity engaged in the rental of Aircraft T-Hangars to the public for the purpose of storage of aircraft.

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

a) Scope of Activity

Operator shall conduct its aircraft T-Hangar 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. No commercial activities are allowed in the T-hangars.

b) Leased Premises

Operator (including an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 163,350 square feet, three and three quarters (3.75) acres, upon which all required improvements for facilities, taxiways, vehicle parking, roadway access, and landscaping will be located.
- Construct a minimum of thirty (30) T-Hangar units to include paved taxiways and taxi lanes and landscaping as approved by the Authority.
- At least one male and one female customer restrooms.
- Sufficient paved vehicle parking facilities to accommodate all employees on a daily basis.

c) Personnel

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

d) d) Equipment

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

e) Hours of Operation

Operator's leased premises shall be open 24 hours a day, 7 days a week with a manager on call on one (1) hour's notice.

8. Aircraft Wash Operator

Definition: Aircraft Wash Operator is an entity engaged in the business of providing aircraft washing and cleaning services to the public,

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

a) Scope of Activity

Operator shall conduct its aircraft washing and cleaning 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.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of wash water to stormwater or ground water.
- Aircraft Ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport. Ramp space shall be adjacent to Operator's wash facilities and on Operator's leased ground space.
- At least 2,000 square feet of office and lounge with adequate space for customer/member lounge, administration, public telephones, and restrooms.

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

FBO or Operator engaged in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- Construct or maintain an aircraft wash facility in a location approved by the Authority. Said wash facility shall be large enough to accommodate the largest aircraft expected to base at the airport. The wash facility shall be designed to prevent the discharge of was water to the stormwater or ground water system. Aircraft ramp space equal to the two (2) times that needed to accommodate the largest aircraft expected to utilize the airport.. Ramp space shall be adjacent to Operators wash facilities and on Operator’s leased ground space.
- At least 200 square feet of office space “dedicated” to the administration and provision of aircraft wash activities.
- Sufficient paved vehicle parking facilities to accommodate all customers/members and employees on a daily basis.

c) Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft wash and cleaning services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

d) Equipment

Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

e) Hours of Operation

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.

f) Insurance

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, 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 . (This insurance is not required if aircraft is not placed in the care, custody or control of the operator.

9. Specialized Commercial Aeronautical Operator

Definition: 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, painting, upholstery, etc) or other miscellaneous activities directly related to Aircraft support.

Miscellaneous Commercial Services and Support - are defined as non-stop sightseeing flights (flights that begin and end at this Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; 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 Requirements set forth in Section B hereof, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

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 sized facilities in like markets.

b) Leased Premises

Operator (other than an FBO) engaging in Aeronautical Activities as authorized by Agreement directly with the Authority shall adhere to the following leased premises requirements:

- A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.
- Ramp space adequate to accommodate 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, public telephones, and restrooms, but not less than 2,000 square feet.

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

FBO or Operator engaging in Aeronautical Activities as a sublessee of an authorized Commercial Operator shall adhere to the following leased premises requirements:

- 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 aeronautical activities

c) Licenses and Certifications

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

d) Personnel

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.

e) Equipment

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.

f) Hours of Operation

Operator's leased premises shall be open and service 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

10. Non-Commercial Hangar Operator

Definition: A Non-Commercial Hangar Operator is an entity which develops and constructs a hangar structures) for the sole purpose of storing an aircraft which is either owned or leased for non-commercial, private (not for hire), personal, and/or recreational purposes only. Non-Commercial Hangar Operations will be allowed only when adequate facilities cannot be provided by an FBO or T-Hangar Rental Operator under reasonable terms and conditions.

In addition to the General Requirements set forth in Section B hereof, each Non-Commercial Operator at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

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

Non 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 fl fuel either with an approved FBO or at an off-Airport site. Operator wishing to self-fuel must receive prior written consent of the Authority prior to initiation of such practice.

Operator shall not be permitted to sublease ground, hangar, ramp, office, or shop space to any entity for any purpose.

b) Leased Premises

A minimum ground area of 87,120 square feet (two (2) acres) upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located.

Development shall include ramp space equal to or greater than two (2) times the hangar square footage and sufficient to provide reasonable Aircraft access to and from hangar. The Authority 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.

In addition, development 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.

c) Hangar Structures

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

- T-hangars - Enclosed structure(s) of not less than 22,000 square feet, sub-divided 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 11,500 square feet, completely enclosed.

d) Ownership Guidelines

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 Airport Authority 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 Executive Director from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of aircraft owned by the members) 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.

11. Independent Service Provider

Definition: An Independent Service Provider (Provider) is any entity or individual performing a service or providing a product for compensation, monetary or otherwise on the Airport who does not have an approved agreement, sublease, or lease with the Authority.

In addition to the General Requirements set forth in Section B hereof, each Provider at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

Provider shall conduct specialized commercial aeronautical activities in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products and services from similar sized facilities in like markets. In no event may the Provider offer commercial aeronautical services that would not otherwise be authorized, or are not otherwise within the scope of services authorized, to be provided by the lessee or sublessee on whose leasehold the Provider is operating.

b) Licenses and Certifications

Provider shall obtain and comply with, at Provider's sole expense, all necessary licenses and permits required for the conduct of Provider's activities at the Airport as required by the Authority or any other duly authorized governmental agency having jurisdiction. A copy of all required federal, state, or local licenses and certifications shall be provided to the Authority.

c) Permit

Prior to Provider conducting in activities at the Airport, an annual permit shall be obtained from the Executive Director. Permits shall be signed and approved by each individual lessee or sublessee for each leasehold on which activities will be conducted. Permit and renewal fees shall be in accordance with the Authority approved fee schedule.

d) Personnel

All personnel employed by the Provider accessing the airport shall be badged in accordance with the Authority's Badging Policy. Badges shall be obtained for each leasehold upon which activities will be conducted.

e) Insurance

Provider shall comply with all insurance requirements stipulated in Attachment A of the Minimum Standards or as may be required by the Authority.

V. APPLICATION REQUIREMENTS

E. APPLICATION REQUIREMENTS

1. The Application

The Airport Authority 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 Authority and/or Executive Director.

a) Intended Scope of Activities

As a prerequisite to occupancy on 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:

- 1) The legal name of the entity filing the application and its business name (if different).
- 2) The name, address, and telephone number of the entity and primary contact individual.
- 3) The names, addresses, and telephone numbers of all owners of 5% or more of the equity interest, management control, or debt of the entity.
- 4) The proposed date for commencement of the activity and proposed term for conducting same.
- 5) A comprehensive listing of all activities proposed to be offered, along with the copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- 6) 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.
- 7) 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 the vehicle parking to be available (and required) for the proposed activities.
- 8) 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.
- 9) 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.
- 10) The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed activities.
- 11) A market analysis to include a written statement addressing each of the following areas:

- a) Definition of target market
- b) Intended marketshare
- c) Promotional marketing techniques
- d) Description of existing competitors
- e) Percent of intended sales related to Aircraft based at the Airport
- f) List of certifications and licenses to be sought (if any, as required)
- g) Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
- h) 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)
- i) 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.

b) 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 Authority 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.

c) Experience

The prospective Operator shall furnish the Authority 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 Authority.

d) Bonding and Insuring Capacity

The prospective Operator shall provide evidence in a form acceptable to the Authority of its ability to supply (1) 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), (2) A Completion Bond in favor of the Boca Raton Airport Authority for 100 percent of the Total Cost of the Improvements that assures that the prospective operator will complete and pay for all construction on a timely basis; or in lieu of a completion bond in favor of the Airport Authority that assures that the prospective operator will complete all construction on a timely basis, the Airport Authority will accept a Performance Bond that assures that the operator will complete all construction on a timely basis with the Airport Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Airport Authority under the bond; the time to complete the construction shall be determined by the Boca Raton Airport Authority based upon the “Scope of Work” as submitted by the prospective operator., and (3) the required insurance. Additional and supplemental information may be required by the Authority in a formal competitive selection process.

2. Grounds for Denial of Application

The Authority 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 Airport Authority is unwilling 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 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.
- h) The Applicant has either intentionally or unintentionally misrepresented or omitted material fact in the application or in supporting documents.
- i) The Applicant has failed to make full disclosure on the application or in supporting documents.
- j) 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.
- k) 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 Authority.
- l) On the basis of current financial information, the applicant does not, in the sole discretion of the Airport Authority, exhibit adequate financial responsibility or capability to undertake the proposed operation and activities.
- m) The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the Airport Authority for the proposed operation and activities.
- n) The Applicant or an officer, director, agent, representative, shareholder or employee of applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.
- o) Applicants activities or operations have been or could be detrimental to the Airport.

3. Extension of Term

a) No Change in Scope of Activities

Within six (6) months of expiration of the term of Operator's Agreement or Lease with the Airport Authority, Operator may apply to extend such term and such application may be accepted by the Authority 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. Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.

b) Change in Scope of Activities

Within six (6) months of expiration of the term of Operator's Agreement or Lease with the Authority, 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 Authority 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 Any lease extension will be modified in accordance with the Airport Authority leasing practices in effect at that time.



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: October 18, 2017

RE: **BRAA Recognized as “2017 Distinguished Organization” at 3rd Annual Research Park Awards**

AGENDA ITEM – IX – D

The Boca Raton Airport Authority was recognized as the “2017 Distinguished Organization” at the 3rd Annual Research Park Awards on Wednesday, October 4, 2017.

Clara Bennett accepted the award on behalf of the Boca Raton Airport Authority and expressed the Airport’s sincerest gratitude for the Research Park’s recognition.



**NEWS RELEASE
FOR IMMEDIATE RELEASE**

Media Contact:

Clara Bennett
Boca Raton Airport Authority
(561) 391-2202 x211
Clara@bocaairport.com
<http://www.bocaairport.com>

**BRAA Recognized as “2017 Distinguished Organization”
at 3rd Annual Research Park Awards**

BOCA RATON, FL – October 2017 – On Wednesday, October 4th, the Boca Raton Airport Authority (BRAA) was honored with the 2017 award for “Distinguished Organization” during the third annual Research Park Annual Awards ceremony.

Organized by the Florida Atlantic Research and Development Association (FARDA), the Research Park Annual Awards are intended to “recognize distinguished contributions to the Research Park’s mission to create and sustain the ideal environment for innovation and invention.”

Boca Raton Airport Authority (BRAA) Vice-Chair Cheryl Budd and Board Member James Nau were in attendance at the ceremony, as well as Executive Director Clara Bennett and Finance & Administration Manager Ariadna Camilo.

“We always strive to be an asset and community partner to our surrounding businesses and nearby organizations,” said Executive Director Bennett. “It’s a great honor for the Airport to receive such recognition from our neighbor — the Research Park at Florida Atlantic University.”

The BRAA was chosen, in part, because of the Boca Raton Airport’s economic impact, which totals \$173.8 million. In the Research Park’s announcement, particular note was made of the U.S. Customs and Border Protection (CBP) facility, which is slated to open this year.

Pictures:

BRAA-Bennett Award.jpg – Clara Bennett accepts the award for 2017 Distinguished Organization on behalf of the Boca Raton Airport Authority

BRAA-Board and Staff.jpg – from left to right, Ariadna Camilo, Cheryl Budd, Clara Bennett, Jim Nau

About the Boca Raton Airport and the Airport Authority:

The Boca Raton Airport is a general aviation transport facility, publicly owned by the State of Florida. The Airport serves the corporate, recreational and flight training needs of the community, averaging over 60,000 operations annually. The Airport is governed by the Boca Raton Airport Authority; a seven-member board.

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Memo

To: Mitchell Fogel, Chair and Board Members

From: Christine Landers, Business Manager

Date: October 18, 2017

RE: **Engineered Material Arresting System (EMAS) Insurance Policy**

AGENDA ITEM – IX - E

Blodgett and Associates has solicited quotes for a policy to insure the Engineered Material Arresting System (EMAS), which is now complete. This coverage would apply to physical damage to the blocks caused by an uninsured aircraft or vehicle.

Markel American provided a quote of \$27,540.00 for a limit of \$6 million, which is the estimated value of the EMAS blocks, with a deductible of \$10,000.00.

Airport Management is requesting Board direction regarding procurement of the insurance policy.

EMAS



Peachtree Special Risk Brokers, LLC
3525 Piedmont Rd. | Building 5 | Suite 700 | Atlanta, GA 30305
Phone: 404-467-6430 Fax: 404-467-6431

Date: September 21, 2017

To: Alex Blodgett
Blodgett & Associates

Re: Boca Raton Airport Authority

Quotation

We are pleased to offer the following quotation. Please review this quotation carefully, as the coverage and terms being offered may not be the same as or as broad as requested in your application. You must contact us **in writing** to bind coverage.

Property Floater – Markel

Upon approval TBD

Effective: October 1, 2017 to October 1, 2018 at 12:01 a.m. on both days

Company: Markel American Insurance Company (Admitted)
Please be sure to check the Carrier's current A.M. Best rating to satisfy you and your client's interests. Current rating may be found at www.ambest.com.

Mailing Address: 903 NW 35th Street, Boca Raton, FL 33431

Insured Location: As per schedule on file with the Company

Coverage: Scheduled Property Floater – Miscellaneous Articles

| Type of Coverage: | Scheduled Property Floater - Miscellaneous Articles |
|-------------------|---|
| Limits: | Covered Property: \$6,000,000 Additional Debris Removal Expenses: \$5,000 Pollutant Clean Up and Removal: \$10,000 Coverage provided for concrete pads while located at: Boca Raton Airport 3700 Airport Road Boca Raton, FL 33431 \$3,000,000 on Runway 5 EMAS \$3,000,000 on Runway 23 EMAS |



Emas

| | |
|---------------|--|
| Premium: | Coverage Premium: \$27,000 + Terrorism \$540 |
| Valuation: | Replacement Cost |
| Coinsurance: | 80% |
| Perils: | All risks as per form excluding Earthquake and Flood |
| Deductibles: | Deductible: \$10,000 ; Except Wind/hail - 3% of the TIV at the location(s) involved in the loss subject to a minimum of \$100,000. |
| Rate: | \$.45 per \$100.00 Total Insurable Values |
| Premium Base: | \$6,000,000 |

Sinkhole: Not Included

Equipment Breakdown: Not Included

Company Exclusions/Endorsements (Standard Company or ISO Exclusions/Endorsements are Applicable including but not limited to):

Conditions:

- This quote may differ from the terms and conditions presented in the submission, please review it carefully.
- This quote is subject to disclosure of any claims or occurrences which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage for this quote.
- TRIA is excluded. If coverage is requested the additional premium is \$540.
- Markel American is admitted paper for Markel Global Insurance.
- Premium may be subject to admitted fees/surcharges

In addition to the carrier's terms, please note the following additional conditions:

1. Quotation valid until 10/1/2017 @ 12:01 a.m.
2. Premium is due within 20 days of binding
3. All terms, conditions, exclusions noted by carrier
4. Any changes to coverage issued after the binder will be subject to carrier approval
5. The company (ies) reserves the right to inspect the locations to develop information necessary to adequately underwrite your business. When conducting these surveys recommendations may be delivered to the insured. Compliance with the recommendations is mandatory and must be completed within the time period stated. NOC will be issued if compliance is not met within the allotted time frame.
6. If PSR has not received a response from you by the expiration date of this quote, we will consider this quotation closed. All requests to bind coverage must be received in our office in writing. The written request to bind coverage is needed from the Retail Agent prior to the quote's expiration date. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of PSR.
7. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

DUE AT BINDING:

8. **Signed Acord application including Acord 125 and Acord 140. Failure to remit Acord applications signed by the insured could result in a loss, reduction or difference in coverage.**

Emas

9. TRIA Disclosure Notice – form attached. Failure to remit the TRIA form signed by the insured could result in the carrier sending NOC.

Premium: ***Admitted Carrier***

Coverage Premium: \$ 27,000

Total: ~~\$ 27,000 Excluding Terrorism~~

Option to add TRIA coverage: \$540 AP → \$27,540

Please contact Peachtree Special Risk Brokers in writing to bind coverage. Thank you for this opportunity. We greatly appreciate your business!

Emas

AAIS
CL 1045 01 15
Page 1 of 3

Insurance Company: MARKEL AMERICAN

Quote Number: 3631143-1

Named Insured: BOCA RATON AIRPORT AUTHORITY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. See the next page for a further description of an act of terrorism as provided under the Act.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

Insurers should include the following in a Notice prepared for policies that are subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:

In the state of FL, a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, if you reject the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In this state, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due whether or not you reject the offer described above for terrorism coverage.

One of the following premiums is due:

If you accept this offer, the premium for terrorism coverage is \$ 540⁰⁰

If you reject this offer, the premium for terrorism (fire only) coverage is included in Coverage Premium.

I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any fire losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

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Insurers should include the following premium statement in a Notice prepared for policies that are not subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is: \$ 540⁰⁰

I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is shown above and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Policyholder's Signature:

X

Print Name

Date:

X

X

The following excerpt from the Act is provided for your information:
According to Section 102(1) of the Terrorism Risk Insurance Act, as amended, "The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States --- (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."

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PRIOR CARRIER INFORMATION (continued)

| YEAR | CATEGORY | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|------|-----------------|-------------------|------------|----------|--------|
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | \$ | \$ | \$ | \$ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | \$ | \$ | \$ | \$ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |

LOSS HISTORY Check if none (Attach Loss Summary for Additional Loss Information)

| ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS | | | | | | TOTAL LOSSES: \$ | |
|--|------|---|---------------|-------------|-----------------|--------------------|------------------|
| DATE OF OCCURRENCE | LINE | TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM | DATE OF CLAIM | AMOUNT PAID | AMOUNT RESERVED | SUBRO-GATION Y / N | CLAIM OPEN Y / N |
| | | New business none | | | | | |
| | | | | | | | |
| | | | | | | | |

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| | | |
|-----------------------|--|---|
| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) Alex Blodgett | STATE PRODUCER LICENSE NO (Required in Florida) A023922 |
| APPLICANT'S SIGNATURE | DATE | NATIONAL PRODUCER NUMBER |

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Applicable in AL, AR, DC, LA, MD, NM, RI and WV

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It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

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Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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| | | |
|-----------------------|--|--|
| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) Alex Blodgett | STATE PRODUCER LICENSE NO (Required in Florida) A023922 |
| APPLICANT'S SIGNATURE | DATE | NATIONAL PRODUCER NUMBER |

Blodgett & Associates
3700 Airport Rd. Suite 301
Boca Raton, FL 33431
P) (561) 395-9961
F) (561) 395-9962

INVOICE

Date: October 6, 2017

Insured: Boca Raton Airport Authority

Insurance Company: Markel American

| <u>Policy</u> <u>Effective</u> | <u>Policy</u> <u>Expires</u> | <u>Policy</u> <u>Number</u> | <u>Description</u> | <u>Premium</u> |
|-----------------------------------|---------------------------------|--------------------------------|--------------------|----------------|
| TBD | TBD | TBD | EMAS | \$27,540 |

Payment due upon receipt
THIS IS THE ONLY INVOICE YOU WILL RECEIVE

CHECK MUST BE MADE PAYABLE TO BLODGETT & ASSOCIATES



Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: October 18, 2017
RE: **Airport Projects Update**

AGENDA ITEM – IX – F

Customs Facility Construction:

Work completed over previous month includes exterior painting and finishing, landscape installation, restroom fixture installation, and landside parking lot and access road grading.

Airport Road Corridor:

A recently completed pavement assessment project identified multiple areas of failed sidewalk along Airport Road requiring repairs. All County Paving was contracted to repair the areas in most need of attention. This work included removal of damaged sections of sidewalk, filling and grading swale area, pouring and finishing fresh concrete.



Memo

To: Mitchell Fogel, Chair and Board Members

From: Christine Landers, Business Manager

Date: October 18, 2017

RE: **Boca Raton Airport Authority's 2018 Meeting Schedule**

AGENDA ITEM – X - A

Airport Management will provide the 2018 meeting schedule for the Boca Raton Airport Authority.

Please note the change in date for the September 2018 meeting due to a holiday.



CITY OF Boca Raton

CITY HALL
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7700
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

To: Clara Bennett, Executive Director
Boca Raton Airport Authority

From: Beverly Brandon
City Clerk's Office

Date: September 27, 2017

Re: 2018 Schedule / Revised – Boca Raton Airport Authority

Meetings of the Boca Raton Airport Authority are scheduled the third Wednesday of the month in the City Hall Council Chamber at 6:00 pm, an exception noted.

| | | |
|-----------|----|---|
| JANUARY | 17 | |
| FEBRUARY | 21 | |
| MARCH | 21 | |
| APRIL | 18 | |
| MAY | 16 | |
| JUNE | 20 | |
| JULY | 18 | |
| AUGUST | 15 | |
| SEPTEMBER | 26 | 4 th Wednesday; 9/19 - Yom Kippur (no meetings on Jewish holidays) |
| OCTOBER | 17 | |
| NOVEMBER | 21 | |
| DECEMBER | 19 | |

Please forward a signed copy of the approved schedule.

Thank you.

Signature _____ Date _____

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -



Memo

To: Mitchell Fogel, Chair and Board Members
From: Clara Bennett, Executive Director
Date: October 18, 2017
RE: **Boca Raton Airport Authority 2017 December Meeting**

AGENDA ITEM – X - B

The original scheduled date for the December meeting was December 20, 2017. In February the Board made a motion to move the Board meeting to December 13, 2017. It has been suggested to move the meeting back to the original date of December 20, 2017.

Airport Management requests Board direction regarding the December meeting.