



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 at, the economic health of, and the orderly development of aviation and related Aeronautical Activities at the Boca Raton Airport (the “Airport”), the Boca Raton Airport Authority (the “Authority”), as proprietor, sponsor, and operator of the Airport, has established these Minimum Standards and Requirements for Aeronautical Activities at the Boca Raton Airport (the “Minimum Standards”).

These Minimum Standards set forth requirements applicable to any Entity conducting one (1) or more Commercial Aeronautical Activities at the Airport, and to the development or maintenance of a Non-Commercial Hangar at the Airport. Compliance with these Minimum Standards does *not* excuse any person from their duty to comply with all applicable Federal, State, and local laws, codes, ordinances, and other similar rules (collectively, “Applicable Law”) pertaining to such activities.

Except as otherwise indicated, the standards herein are minimums, and a person subject thereto may elect to provide a higher quality of service or facilities. However, every Operator must at least satisfy the applicable standards herein.

2. Statement of Policy

It is the intent of the Authority to plan, manage, operate, finance, and develop the Airport for the long-term financial health and safety of the Airport consistent with accepted airport practices and Applicable Law.

To this end, all Applicants shall be accorded a fair and reasonable opportunity, without unjust discrimination, to qualify and to compete to occupy available Airport facilities and to provide appropriate Aeronautical Activities; subject, however, to these Minimum Standards.

However, the granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording any Operator an Exclusive Right to use 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 of use of the Airport by others who may desire to use the same, pursuant to Applicable Law. The Authority further reserves the right to designate specific areas of the Airport for the conduct of Aeronautical Activities in accordance with the currently adopted Airport Layout Plan (ALP) and/or Master Plan.

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.

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). However, that authority is subject to the Authority’s 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, provided that the Authority exercises such authority in compliance with Applicable Law.

Many types of Aeronautical Activities exist and are too varied to reasonably permit the establishment of specific Minimum Standards for each in advance. When an Applicant proposes to conduct a particular Aeronautical Activity at the Airport, and such Aeronautical Activity does not fall within the categories that these Minimum Standards address, the Authority may develop standards applicable to such Aeronautical Activity, relying to the maximum extent practical, on standards already set forth in the Minimum Standards.

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 the Authority deems reasonable and appropriate. These Minimum Standards are subject and subordinate to the provisions of the Authority's grant assurances to the Federal Aviation Administration; if these Minimum Standards are found to be in conflict with the Authority's federal grant assurance obligations, then such grant assurance obligations shall prevail.

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 or administrative agency of competent jurisdiction, including but not limited to the Federal Aviation Administration, 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 do not affect the terms of any Agreement properly executed prior to the date of the adoption and approval of these Minimum Standards, except to the extent provided by such Agreement, in which case these Minimum Standards shall be applicable to the maximum extent permitted by such Agreement. In any event, upon expiration of an existing Agreement with the Authority or if Operator desires to materially increase or expand its Aeronautical 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 or air cargo), Aircraft sales and service, sale of aviation fuel and oil whether or not conducted in conjunction with other services, repair and maintenance of Aircraft, sale of Aircraft parts, and any other activities which, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an “Aeronautical Activity.” Without limitation, FBOs and SASOs are Aeronautical Activities

Agreement. A contract, such as but not limited to a Lease, between the Authority and an Entity, which authorizes the conduct of certain Commercial Aeronautical Activities, provided that such contract is in writing, executed by both parties, and enforceable by law.

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. The Boca Raton Airport, Boca Raton, Florida.

Airport Operating Area (or “AOA”). The Apron, runway, and taxiway system at the Airport.

Airport Layout Plan (or “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.

Applicant. An Entity who desires to use of a portion of the Airport or to establish or use any facility at the Airport to engage in one or more of the Aeronautical Activities subject to these Minimum Standards.

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 of the Florida Statutes.

Commercial Aeronautical Activity. Any Aeronautical Activity where the purpose of such Aeronautical Activity is to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished.

Entity. A person, persons, corporation, firm, limited liability company, partnership, or unincorporated proprietorship or association or group, 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 Aeronautical 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.

Executive Director. The duly authorized representative appointed by the Authority to manage the operation and development of the Airport, or such representative's designee.

Exempt Flying Club. A non-profit Entity registered with the State of Florida and consisting of bona fide owner of Aircraft or a shareholder, member, or director of the non-profit Entity, organized for the express purpose of providing its members with such Aircraft for personal use and enjoyment only, and not deriving profit from the operation, maintenance and/or replacement of such Aircraft.

FAA. The Federal Aviation Administration.

FAR. The Federal Aviation Regulations, codified at Title 14, Code of Federal Regulations.

Fixed Base Operator (or "FBO"). An Entity which is authorized by the Authority to provide multiple services to Aircraft, which services shall include, at a minimum, the sale of aviation fuel and lubricants; the provision of Aircraft Tie-down, hangaring, parking, Aircraft Maintenance, Aircraft washing, and certain ancillary ground services and support.

Flying Club Operator. 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.

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

Lease. A written contract between the Authority and an Entity, transferring rights or interest in property, which may also grant a concession or otherwise authorize the conduct of certain Commercial Aeronautical Activities or other Aeronautical Activities defined herein.

Master Plan. An assembly of appropriate documents and drawings, prepared by the Authority, depicting the development of the Airport from a physical and economic 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, at the Airport, in Commercial Aeronautical Activities and certain other Aeronautical Activities specified herein.

Operator. An Entity authorized by the Authority to conduct a Commercial Aeronautical Activity or certain other Aeronautical Activities defined herein.

Regulations. The Boca Raton Airport Regulations adopted on June 24, 1998, as the same have 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 (or "SASO"). An Entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that do not include commercial fueling.

Sublease. An Agreement entered into by an Operator with a Lease, whereby the Operator transfers rights or interests in the Operator's property and/or facilities to another Entity, and which Agreement is enforceable by law.

Taxiway or Taxi Lane. A defined path, usually paved, over which Aircraft can taxi from one part of the 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 but not limited to modular buildings constructed off of the Airport.

"Through-the-Fence" Rights. A right to have direct access to the Airport from private property contiguous to the Airport.

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

B. GENERAL REQUIREMENTS

The requirements listed in this section (B) (the "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 a Commercial Aeronautical Activity unless a valid Agreement expressly authorizing such Aeronautical Activity has been entered into by the Entity and the Authority. No Operator may conduct a Commercial Aeronautical Activity that is not expressly authorized by Agreement with the Authority. No such Agreement may have a maximum initial term of greater than 20 years. An Agreement may provide for optional extensions of the Agreement's term.

Any Agreement shall recite the terms and conditions under which the Aeronautical Activity will be conducted at the Airport, including but not limited to: term of the Agreement; rentals, fees, and charges for the use of the Airport; 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

As stated above, the Authority reserves the right to issue minimum standards for Aeronautical Activities not addressed in these Minimum Standards, including the right to do so in the event that an Applicant seeks to initiate any such Aeronautical Activities at the Airport. 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. Aeronautical Activities which are prohibited include, but are not limited to, sky diving, banner towing, and the operation of gyrocopters, gliders, paragliders, and unregistered ultralights.

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. Aeronautical 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

The 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 negotiations regarding an Agreement.

4. Leased Premises

The 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. The 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) Aeronautical Activity is proposed the Executive Director may permit the Operator to satisfy a standard that is less than the sum of the standards provided for each Aeronautical Activity, provided that the alternative standard would not affect the Operator's ability to provide high-quality products, services, or facilities to Airport users in accordance with these Minimum Standards, the alternative standard is no lower or less demanding

that the standards to any one authorized Aeronautical Activity, and the alternative minimum standard would not create an unfair competitive relationship among Operators.

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

The **facilities and floor space allotments** shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction.

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" access 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 of 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 will endeavor to 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. The 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, the Florida Department of Environmental Protection, the South Florida Water Management District or any other agency that may have jurisdiction.

The 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. The Operator shall comply with any restrictions limitations imposed by the FAA.

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 Advisory Circular 150/5300.13B standards for the Airport's current design Aircraft.

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 the 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 timeline accordingly. Any changes to this provision must be agreed to in writing by all parties.

The 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 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 must 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 is at the sole expense of the Operator and is 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, reasonable, and not unjustly discriminatory basis to all users of the Airport and at reasonable, and not unjustly discriminatory prices, provided that, if lawful, reasonable, and non-discriminatory discounts and other similar types of price reductions may be extended to volume purchasers and other similarly situated users.

8. Licenses, Permits, and Certifications

The 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, including, without limitation, any licenses or permits required by Palm Beach County or the City of Boca Raton to conduct the Operator's business within either such jurisdiction.

The 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 prior to commencing in any Aeronautical Activity.

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 to supervise its operations and such person shall be authorized to represent and act for and on behalf of the Operator during all business hours.

All personnel are required to hold the appropriate FAA certificates and ratings, as applicable. All personnel employed by the Operator shall be badged in accordance with the Authority's Badging Policy.

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.

The 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

The Operator shall engage in Aeronautical Activities only in accordance with Minimum Standards and all Applicable Law, including without limitation the regulations, orders, policies, and guidance of the FAA, the U.S. Department of Transportation, or the U.S. Transportation Security Administration ("TSA"), all as may be in effect from time to time.

12. Insurance

- The 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.
- The Operator shall maintain, at a minimum, the coverages and limits of insurance for a Fixed Base 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).
- The 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 Aeronautical 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 Aeronautical Activity, in combination) but will not be necessary for the Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Aeronautical Activity; however, the Operator will be required to obtain insurance for all exposures to the limits as determined by the Executive Director.
- All insurance which the 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 insureds.

- 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 insurance coverage limits that the Authority requires for each particular Aeronautical Activity represent the minimum coverage required to operate at the Airport. The Authority encourages 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 the 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. The 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

- The 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 the 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 written request for approval, 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, in a timely fashion. This does not apply to Aeronautical Activities provided for under the terms of an existing Agreement, including rental of Tie-downs and hangar space for storage of Aircraft. Approval will not be unreasonably withheld and response to requests generally will be made within 45 days of receipt by the Authority.

15. Taxes

The Operator shall, at its sole cost and expense, pay any and all taxes which now or in the future may be assessed against the Operator's leasehold land or Improvements thereto or assessed upon the Operator's operations, including, without limitation, any taxes or business tax receipts assessed by Palm Beach County or the City of Boca Raton.

16. Signage

The 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 the 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 the 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 Operator will become a co-permittee with the Airport Authority under a National Pollutant Discharge Elimination System permit for storm water discharge. Each Operator 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 of 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 49 C.F.R. § 1542, 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 ensure that officers, employees, representatives, invitees, and guests of each Operator observe such requirements.

21. Authority, and Airport

The Airport is owned by the State of Florida and is operated and administered by the Authority. Only the Authority can amend or modify these Minimum Standards.

The 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 permitted to be given or filed with any Operator or Applicant 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 903
NW 35th St
Boca Raton, Florida, 33431
Telephone: (561) 391-2202
Facsimile: (561) 391-2238

23. Bonding Requirements

All construction at the Airport will require that the tenant submit a completion bond in favor of the 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 Authority that assures that the tenant will complete all construction on a timely basis, the Authority will accept a performance bond that assures that the tenant will complete all construction on a timely basis with the Authority as a co-obligee together with an irrevocable letter of credit to fund obligations of the Authority under the bond; The time to complete the construction shall be determined by the Authority based upon the "Scope of Work" as submitted by the tenant.

24. Cross Ownership

No Entity may hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in more than one Airport Operator without express written approval from the Authority, which approval shall be granted only if such ownership or control would not result in an exclusive right or otherwise create the potential for a violation of the Authority's grant assurances.

C. FIXED BASE OPERATIONS

1. Fixed Base Operator

The term "Fixed Base Operator" (or "FBO") is defined above, at paragraph 6 of Section A. 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

Each 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 the 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 an Airframe and Power Plant Repair and Maintenance Operator) operating from the FBO's leased premises.
- The FBO and its based Aircraft Maintenance Operator may authorize third party providers, only if such providers meet Authority insurance standards and have a written agreement with the FBO. Third party providers include original equipment manufacturers and specialty services not available at the Airport.
- Ancillary Ground Services and Support to include the following:
 - Oxygen, nitrogen, and compressed air services.
 - Towing of Aircraft.
 - Ground power services.
 - Aircraft recovery services.
 - Aircraft washing.

3. Leased Premises

- A minimum of 12 acres of contiguous land upon which all required improvements for facility, apron area, vehicle parking, roadway access, and landscaping will be located.
- Paved Tie-down facilities for a minimum of 25 aircraft.
- A paved apron 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

- Each FBO shall 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 150/5230-4C, 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.
- Each FBO shall 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.
- Each 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 shall have adequate fuel storage capacity for said activity and the fueling equipment required to meet demands of the Aircraft typically utilizing the Airport.
- A DEF (Diesel Exhaust Fluid) mitigation plan meeting FAA Advisory Circular (AC) 150/5230-4C and NATA Operational Best Practice (OBP) #36 must be on file and submitted for BRAA approval.
- Mobile units shall 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 150/5210-5D "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 Apron 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 Law, regulations, and appropriate industry practices, the FBO shall develop and maintain Standard Operating Procedures ("SOP") for fueling and ground handling operations and shall insure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling fuel storage tanks and tank trucks. The FBO's SOP must be submitted to the Executive Director no later than 30 days after the FBO commences operation 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 B 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. Operator and FBO may authorize third party operators, provided that the third party has a written agreement and meets all Authority insurance standards. Third party includes original equipment manufacturer and specialty services not available at the Airport.

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, Apron area, vehicle parking, roadway access, and landscaping will be located.
- Apron space equal to or greater than two (2) times the hangar square footage. Apron 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 an authorized sublessee of an authorized FBO shall adhere to the following leased premises requirements:

- At least one (1) 8,000 square foot hangar on Operator's leasehold for Aircraft Maintenance.
- Apron 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 the 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 of 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 with inspection authority) 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 B 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 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, apron area, vehicle parking, roadway access, and landscaping will be located.
- Aircraft Apron space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Apron 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

Operator shall adhere to the following leased premises requirements:

- Aircraft Apron space equal to the total number of Aircraft in an Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Apron space shall be adjacent to or within close proximity of the 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 the Operator and under the exclusive control of the 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

Exempt Flying Clubs are exempt from all Minimum Standards outlined above for Aircraft Rental Operators. Exempt Flying Clubs must meet the following requirements:

- 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. The instructor may receive monetary compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently. Under no circumstances may flight instruction be provided to non-members or the general public.

- Aircraft Maintenance may be provided by a certified mechanic who is a bona fide club member. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently. All other maintenance which is performed at the Airport must be provided by an Operator based at the Airport who is authorized to provide such Aircraft Maintenance service, or by a properly certified mechanic who is a bona fide club member. Under no circumstances may Aircraft Maintenance be provided to non-members or the general public.
- 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 named 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 B 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, apron area, vehicle parking, roadway access, and landscaping will be located.
- Apron space equal to the total number of Aircraft within the Operator's fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Apron space shall be adjacent to the Operator's facilities and on the Operator's leased ground space.
- 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 an authorized sublessee of an authorized FBO shall adhere to the following leased premises requirements:

- Apron space equal to the total number of Aircraft within the Operator's fleet or current inventory but no less than the space required to accommodate three (3) Aircraft. Apron space shall be adjacent to or within close proximity to the Operator's facilities.
- 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 instructors who are properly certificated by the FAA to provide all types of training offered. The 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 the Operator and under the exclusive control of the 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

The 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. This definition does **not** include Public Air Charters, defined and regulated separately herein.

In addition to the General Requirements set forth in Section B 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, apron area, vehicle parking, roadway access, and landscaping will be located.
- Apron space equal to the total number of Aircraft within Operator's fleet or current inventory based on property, but no less than the space required to accommodate three (3) Aircraft. Apron space shall be adjacent to Operator's facilities and on Operator's leased ground space.

- Sufficient space to safely conduct business in a first-class manner.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

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

- Apron space equal to the total number of Aircraft within Operator's fleet based on property or current inventory but no less than the space required to accommodate three (3) Aircraft. Apron space shall be adjacent to or within close proximity to Operator's facilities.
- At least 750 square feet of office space dedicated to administration and provision of flight 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) IFR certified, 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 inquiries 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 B 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) upon which all required improvements for facility, apron 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.
- Apron space equal or greater than two (2) times the hangar square footage. Apron space shall be adjacent to Operator's facilities and on Operator's leased ground space.
- Sufficient office space to safely conduct business in a first-class manner.
- Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

FBO or Operator engaging in Aeronautical Activities as an Authorized sublessee of an FBO 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.
- Apron 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.

Sufficient office space to safely conduct business in a first-class manner.

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 1 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 B 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, apron area, vehicle parking, roadway access, and landscaping will be located.
- Sufficient office space to safely conduct business in a first-class manner.

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

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

- Apron space adequate to accommodate the total number of Aircraft in Operator's fleet based on current inventory. Apron shall be adjacent to or within close proximity to Operator's facilities.
- 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 and properly rated 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 B 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) 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) hours' 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 B 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, apron 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 Apron space equal to the two (2) times that needed to accommodate the largest Aircraft expected to utilize the Airport. Apron 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 an authorized sublessee of an authorized FBO 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 wash water to the stormwater or ground water system. Aircraft apron space equal to the two (2) times that needed to accommodate the largest Aircraft expected to utilize the Airport. Apron space shall be adjacent to Operators wash facilities and on Operator's leased ground space.
- Sufficient office space to safely conduct business in a first-class manner.
- 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 the 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 or Miscellaneous Commercial Services and Support.

Limited Aircraft Services and Support is defined as limited Aircraft, engine, or accessory repair and maintenance (for example, painting, upholstery, etc.) or other miscellaneous activities directly related to Aircraft support, but not otherwise regulated by these Minimum Standards.

Miscellaneous Commercial Services and Support is 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, firefighting, power line, underground cable, or pipe line patrol; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous activities directly related to air transportation service (for example, helicopter operations in construction or repair work) that are not otherwise regulated by these Minimum Standards.

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, apron area, vehicle parking, roadway access, and landscaping will be located.
- Apron space adequate to accommodate the total number of Aircraft in Operator's fleet based on property. Apron 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 an authorized sublessee of an authorized FBO shall adhere to the following leased premises requirements:

- Apron space adequate to accommodate the total number of Aircraft in Operator's fleet based on property or current inventory. Apron shall be adjacent to or within close proximity to Operator's facilities.
- 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 Hangar 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.

No Commercial Aeronautical Activity of any kind shall be conducted on or from the leased premises.

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

Operator shall not be permitted to sublease ground, hangar, apron, 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, apron area, vehicle parking, roadway access, and landscaping will be located.

Development shall include apron 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 Advisory Circular 150/5300.13B standards for the Airport's design Aircraft.

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.
- 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 requirements:

- 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. Public Air Charter.

Definition: An Operator conducting the transportation of persons or property by Aircraft for

compensation or hire, for which the public is provided in advance a schedule containing the departure location, departure time, and arrival location of the flight, including without limitation operations conducted under 14 C.F.R. Part 380.

In addition to the General Requirements set forth in Section B hereof, each Public Air Charter at the Airport shall comply with the following Minimum Standards.

a) Scope of Activity

Operator shall conduct its Public Air Charter 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:

- Operator shall obtain, by Lease or Sublease, or by Agreement with an FBO, space sufficient to accommodate (a) all Aircraft that the Public Air Charter expects to operate at the Airport at any given time and (b) the safe, comfortable, and efficient loading, unloading, holding, check-in, and security screening of passengers and baggage, all in compliance with Applicable Law and in a first-class manner.
- Operator shall provide sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.
- Operator shall provide facilities and employ personnel necessary to accomplish any security screening or monitoring activities required by Applicable Law. Such facilities will be subject to inspection by the Authority from time to time to ensure compliance with the Authority's security policies and procedures. If Operator intends to rely on third parties to provide such security services, the contractual relationship between the Operator and such third parties shall be subject to advance written approval by the Authority, which approval shall not be unreasonably withheld.

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 Public Air Charter 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 pilots qualified to provide Public Air Charter services pursuant to Operator's FAA certification or operating authority.

e) Equipment

Operator shall ensure that its Aircraft satisfy all federal requirements applicable to Public Air Charters.

f) Expense Recovery

If the Authority determines that the presence of Public Air Charter operations at the Airport has caused or will cause the Authority to incur expenses that the Authority would not otherwise incur, the Authority may require each Public Air Charter to compensate the Authority for such expenses, provided that the Authority assess such costs among the Public Air Charters using the Airport in a reasonable and not unjustly discriminatory manner.

g) Operational Schedule

Operator shall, as soon as practicable, provide the Authority its operating schedule at the Airport, which shall include with specificity the date(s) and time(s) of each of its flights, the Aircraft type and seating capacity that it proposes to operate, and the origin and destination of each flight. Operator shall promptly inform the Authority upon any change to such schedule.

h) Standard Operating Procedures

Operator shall adopt and provide to the Authority its standard operating procedures ("PAC Procedures") to ensure continual compliance with Applicable Law governing safety and security and to ensure compliance with appropriate industry standard protocols to avoid vehicle-aircraft interactions or pedestrian-aircraft interactions. Operator shall not commence Public Air Charter operations until the Authority approves Operator's PAC Procedures, which approval shall not be unreasonably withheld.

E. APPLICATION REQUIREMENTS

1. The Application

The Authority reserves the right to request from an Applicant, 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.

a) Intended Scope of Activities

To conduct a Commercial Aeronautical Activity, or any of the other Aeronautical Activities regulated by these Minimum Standards, at the Airport, an Applicant must submit a specific, detailed description of the scope of the Applicant's proposed Aeronautical Activities and

the means and methods to be employed to accomplish such Aeronautical Activities, which submittal shall include, but not be limited to, the following:

- 1) The legal name and business names, if different, of the Applicant.
- 2) The name, address, and telephone number of the Applicant 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 Applicant.
- 4) The proposed date for commencement of the Aeronautical Activity(ies) and proposed term for conducting the same.
- 5) A comprehensive listing of all Aeronautical Activities that the Applicant proposes to offer, along with the copies of all applicable Federal, State, or local operating certificates and licenses that the Applicant currently holds.
- 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 vehicle parking areas, if any, 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 Aeronautical Activities.
- 8) A copy of any proposed or existing Sublease, use agreement, or other agreement or contract between the Applicant and a third party for the use, by either the Applicant or the third party of the other party's on-Airport leasehold or facilities to conduct any commercial activity.
- 9) The number of persons that the Applicant proposes to employ at the Airport, including the names and qualifications of each such person, and specifications as to whether such persons will be employed full-time, part-time, or seasonal.
- 10) The number of Aircraft to be utilized in connection with the Applicant's proposed Aeronautical Activities and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
- 11) The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the Applicant's proposed Aeronautical Activities.
- 12) A market analysis to include a written statement addressing each of the following areas:

- a) The Applicant's definition of target market.
- b) The Applicant's intended market share.
- c) The Applicant's proposed promotional marketing techniques, if any.
- d) The percent of the Applicant's anticipated sales that are related to Aircraft based at the Airport.
- e) A list of the Applicant's certifications and licenses and of any that the Applicant intends to obtain to conduct its proposed Aeronautical Activities.
- f) Evidence, if any, of support for the Applicant's proposal, or of past positive business experience with the Applicant, by potential or existing customers, such as surveys, testimonials, or related documentation.
- g) A list of products that the Applicant proposes to sell or distribute (if any) and a list of manufacturers or distributors' requirements for obtaining dealership authority to sell such products (if applicable).

b) Financial Responsibility and Capability

The Applicant shall provide a bank statement or comparable statement, as evidence of applicant's financial responsibility, from a bank or trust company licensed to do business in Florida or from such other source as may be acceptable to the Authority and readily verified through normal banking channels. The Applicant must also demonstrate its financial capability to initiate the Aeronautical Activities it proposes, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry out the contemplated Aeronautical 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.

The Applicant must disclose any Entity holding or controlling, directly or indirectly, any ownership, voting, management, or debt interest in both the applicant and any other on-Airport Operator ("cross-ownership"), and the nature of such cross-ownership.

c) Experience

The Applicant 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 Applicant shall provide evidence in a form acceptable to the Authority of its ability to provide the following:

- 1) A performance bond in an amount equal to 10% of the annual rental and/or fees established and agreed to for conducting its proposed Commercial Aeronautical 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 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 Authority that assures that the prospective operator will complete all construction on a timely basis, the 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 Authority under the bond; the time to complete the construction shall be determined by the Authority based upon the "Scope of Work" as submitted by the Applicant.
- 3) The required insurance.

Additional and supplemental information may be required by the Authority in a formal competitive section 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 the Applicant's satisfaction of sch qualifications, standards, and requirements shall be on the Applicant and the standard of proof shall be by clear and convincing evidence.
- b) The Applicant's proposed Aeronautical Activities, operation, and/or construction will create a safety hazard.
- c) The granting of the application will require the Authority to expend funds or supply labor or materials in connection with the proposed Aeronautical Activities, operation, and/or construction that the 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 substantial congestion of the Airport's Apron, hangars, or other facilities 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)
- k)
- l) The Applicant or any of its officers, directors, or employee proposed to supervise the proposed Aeronautical Activities at the Airport has a record of violating the Federal Aviation Regulations, the regulations of TSA, other FAA or TSA regulations, policies, orders, or guidance, the Authority's Regulations, or the Minimum Standards.
- m) The Applicant or any of its officers, directors, or employee proposed to supervise the proposed Aeronautical Activities at the Airport has defaulted in the performance of any Lease or other Agreement with the Authority.
- n) On the basis of current financial information, the Authority finds that the Applicant does not exhibit adequate financial responsibility or capability to undertake its proposed operation or Aeronautical Activities.
- o) 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 Aeronautical Activities.
- p) The Applicant or any of its officers, directors, or employee proposed to supervise the proposed Aeronautical Activities at the Airport has been convicted of any felony or of a misdemeanor involving moral turpitude.
- q) The Applicant's proposed Aeronautical Activities or Operations have been or pose a substantial risk of being detrimental to the safety and efficient operation of the Airport.

3. Extension of Term

- a) **No Change in Scope of Activities**

Within six (6) months prior to the expiration of the term of Operator's Agreement or Lease with the 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.