

# **Regular Meeting Agenda**

September 20, 2021

Call to Order – 4:00pm

- Call to Order – Chairman
- Pledge of Allegiance
- Meeting Minutes
- July & August 2021 Financial Report Acceptance
- Agenda Approval
- Staff Reports
- Business Partner Updates
- Business Items –
  - Policy Amendment – Lease Policy
  - Policy Amendment – Minimum Commercial Aviation Operating Standards
- Public Comment – General
- Member Comments and Reports
- Adjournment

# Meeting Details

## Meeting Agenda Approval –

## Staff Reports –

### Upcoming Items of Interest & Update of Projects –

- Taxiway “D” –
  - Paving Expected to be Complete as of 8/13
  - Lighting Installation Continues
  - Permanent Pavement Markings by End of September
  - Project Closeout to Follow
- Terminal Entrance Road –
  - Design Continues
  - Coordination with Various Utilities, Grumman, FBO
- Legislative & Operational Update – (Carol Saviak)
  - Review of Local, State and National Items of Interest
- Upcoming Air Service Announcement –

# Meeting Details

## **Business Partner Updates –**

- Mr. Henry Dean, St. Johns County Commissioner
- Mr. Vinny Beyers, Atlantic Aviation
- Mr. Len Tucker, SAAPA Liaison
- Mr. Nate McKendrick , NGC
- Ms. Tammy Albin, ATCT
- Mr. Doug Burnett, Airport Attorney

# Agenda – Policy Amendment

## Airport Lease Policy

### Section 5 – “Compliance with Airport Master Plan”

Add New Language

Board Discussion  
Public Comment  
Motion and Discussion  
Action

# Agenda – Policy Amendment

## Airport Lease Policy

Section 9.2 – “Minimum Commercial Aviation Operating Standards”

Part VI – “Minimum Operating Standards”

Board Discussion  
Public Comment  
Motion and Discussion  
Action

# Public Comments

## General

- Three (3) Minutes per Speaker
- Address Matters that Reasonably May Need Attention of the Authority

### RULES OF DECORUM

- May Not Disrupt the Meeting with Personal, Impertinent or Slanderous Remarks or Boisterous Behavior
- Please Address the Authority as a Whole, Not Any Individual Member
- Please Refrain From Making any Demand for an Immediate Response From the Authority

# Authority Members

## Comments and Reports

Ms. Reba Ludlow

- Aerospace Academy
- TPO

Mr. Robert Olson

- EDC

Mr. Justin Mirgeaux

Ms. Suzanne Green

Mr. Bruce Maguire

# Wrap-up Items

## Proposed Meeting Dates

- Regular Meeting – October 18<sup>th</sup> @ 4pm

## Adjournment



## 5. COMPLIANCE WITH AIRPORT MASTER PLAN

It shall be the policy of the St. Augustine - St. Johns County Airport Authority that proposed leases of airport property shall be in general accordance with the approved Airport Master Plan or Airport Layout Plan depicted use.

### Implementation Procedures

1. Proposed leases and/or developments intended for lease or sub-lease shall be reviewed for compliance with the then current FAA approved and Airport Authority adopted Airport Master Plan and/or Airport Layout Plan.
2. Proposed property uses which do not conform to the approved Airport Layout Plan will not be approved until which time as appropriate revisions to the plan are made and concurred in by the FAA and the Authority.
3. The Airport is generally divided into four distinct operational areas each with common development considerations. The intent is to assure long-term compatibility with like aircraft owners and operators consistent with safety, airport development parameters, activity levels, and general on and off-airport considerations, as follows:
  - a. Airline Terminal Area – Located and accessed along US Highway 1 and bordered airside by Taxiway B-2 and its associated Apron Areas. Compatibility Statement – Area limited to Scheduled Air Service activities to include FAR Part 135 and 121 operators and related activities.
  - b. FBO and Northrop Grumman West – Located and accessed along US Highway 1 and bordered airside by Runway 2-20. Compatibility Statement – Area reserved for full FBO operations as detailed in current lease and operating agreements and Northrop Grumman facilities for aircraft production, repair and military defense contractor activities.
  - Corporate/Commercial Areas/Northrop Grumman East – Located and primarily accessed along Hawkeye View Lane on the airports northeastern border and airside along Taxiway A. Compatibility Statement – Area developed and reserved for corporate and commercial activities to include corporate flight departments or aviation businesses requiring lease or operating agreements under adopted Minimum Commercial Aviation Operating Standards (Section 9.2 herein). Northrop Grumman
  - c. East facilities for aircraft production, repair and military defense contractor activities.
  - d. Light General Aviation Areas – Located and Primarily accessed along Estrella Avenue, Casa Cola Way or Indian Bend Road and bordering Taxiway D or accessible using Taxiways F or G. Area consists of t-hangars and small box hangars designed for storage of single and light twin piston aircraft and low activity level small turboprop aircraft. Compatibility Statement – Area is reserved for light general aviation aircraft exclusive uses such as storage or businesses that cater exclusively to small piston aircraft. Area is incompatible with most turboprop and all jet aircraft operators. Excepting use locations are Hangar Rows H and I with access only to Taxiway D.

**ADMINISTRATIVE:** Reference is made to Airport Master Plan. This document is available for review at the Airport Office.

## 9.2 NORTHEAST FLORIDA REGIONAL AIRPORT MINIMUM COMMERCIAL AVIATION OPERATING STANDARDS

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### PART I - PREAMBLE AND SCOPE

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The responsibility for the operation and administration of the Northeast Florida Regional Airport ("Airport") is with the St. Augustine – St. Johns County Airport Authority ("Authority") through the Executive Director ("Director").

These Minimum Commercial Aviation Operating Standards are applicable to all Persons providing commercial aeronautical or aviation related activities or services to the public at the Airport and were developed taking into consideration the aviation role of the Airport, currently existing Airport facilities and services, planned development for the Airport, and promotion of fair and uniform competition taking into account existing providers of services and commodities so as to avoid conferring any unfair advantage. All persons desiring to conduct commercial aeronautical or aviation related activities or services at the Northeast Florida Regional Airport are required to have in place a written operating agreement or a composite lease/operating agreement detailing their respective compliance with this document and policy direction.

An important exclusion to these standards surrounds the provision of "scheduled" commercial airline service conducted under FAR Part 135 or Part 121. Airline agreements are presumed to be negotiated separately from other commercial operating standards.

These Minimum Operating Standards are intended to be the threshold requirements for those desiring to provide commercial aeronautical or aviation related services to the public at the Airport in accordance with the rules and regulations of the Federal Aviation Administration ("FAA"), including FAA Advisory Circular No. 150/5190-7, restrictions of public record, and other Policies of the Authority.<sup>1</sup>

Aeronautical activities may be proposed that do not fall within the categories designated in these Operating Minimum Standards. In such case, appropriate Minimum Operating Standards will be established by the Executive Director on a case-by-case basis for such activity and incorporated into the Person's written agreement.

DECLARATION - The provision of a minimum operating standard applicable to Full-Service FBO activity and the associated operation is herein declared to be transitional in nature. It is the intention of the Airport Authority, upon expiration of the current FBO Lease term (inclusive of optional periods), to evaluate and absorb FBO activity into its operation. As such, "Subpart Part A – Fixed Based Operators" is provided solely as a benchmark and regulatory compliance declaration for the existing FBO business enterprise. The Airport Authority notes that, as the owner/sponsor, the Airport Authority can elect to exercise its right to a proprietary Exclusive Right to FBO operations at any time. For authority, see *Jet 1 Center, Inc. v. Naples Airport Authority*, FAA Docket No. Docket No. 16-04-03 (January 4, 2005) ("An airport sponsor or owner does not lose its ability to invoke a proprietary exclusive right on its airport regardless of previous arrangements . . . it may invoke its proprietary exclusive right at any time.")

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### PART II - DEFINITIONS

"Aeronautical Activity" or "Aeronautical Service" shall refer to any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, Air Taxi and Charter operations, Aircraft fueling, Aircraft storage, Flight Training, Aircraft Rental, Aircraft Sales, Aircraft repair and maintenance, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, sale of Aircraft parts, sale and maintenance of Aircraft accessories, radio, communication and navigational equipment, Flying Clubs and any other aeronautical or aviation related activity.

<sup>1</sup> These Standards are subject to change by the Authority pursuant to notice and public meeting.

"Agreement" shall refer to the written agreement between the Authority and an Operator specifying the terms and conditions under which the Operator may conduct any Aeronautical Activity or perform any Aeronautical Service. Such Agreement shall recite the terms and conditions under which the activity or service will be conducted at the Airport including, but not limited to, term of the Agreement, rents, fees and charges to be paid, and the rights and obligations of the respective parties.

"Aircraft". The term Aircraft shall be construed broadly to include any device used or designed for navigation or flight in the air, regardless of FAA registration or licensure, including, but not limited to, airplanes, gliders, helicopters, gyrocopters, ultralights, balloons, and blimps.

"Air Charter" or "Air Taxi" shall refer to the operation of providing air transportation of person(s) and/or property for hire thru either a charter or air taxi operator in accordance with Federal Aviation Regulations contained at 14 CFR Part 121 or 135.

"Aircraft Fuel" shall refer to all flammable liquids composed of a mixture of hydrocarbons expressly manufactured or blended for the purpose of operating an internal combustion, jet or turbine engine.

"Aircraft Operation" shall refer to the movement of any Aircraft on Airport property and including, without limitation, the landing, take-off, and taxiing of Aircraft at the Airport.

"Aircraft Owner" shall refer to the person(s) and/or entity(ies) holding legal title to an Aircraft and including person(s) and/or entity(ies) having exclusive and lawful possession of an Aircraft.

"Aircraft Rental" or "Aircraft Leasing" shall refer to the operation of renting or leasing Aircraft to the public.

"Aircraft Sales" shall refer to the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship or dealership.

"Aircraft Storage" shall refer to the temporary or long-term parking or storage of Aircraft and as further confined to within those areas of the Airport depicted on the Airport Layout Plan or as expressly permitted by the Director in writing and subject to all terms and conditions imposed thereon.

"Airfield Operations Areas" or "AOA" shall refer to any area of the Airport used or intended to be used for landing, takeoff, or the surface maneuvering of Aircraft.

"Airframe and Power Plant Maintenance" shall refer to the commercial operation of providing airframe and power plant services, which include the service, repair, maintenance, inspection, construction or making modifications or alterations to Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, and further includes the sales of Aircraft parts.

"Airframe and Power Plant Mechanic" or "A&P" shall refer to any Person who holds an Aircraft mechanic certificate with both airframe and power plant ratings as authorized and described in 14 CFR Part 65.

"Airport" shall refer to Northeast Florida Regional Airport (SGJ) and includes all Authority owned or leased real or personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or as it may exist when it is hereafter modified, expanded or developed, and which also includes all of its facilities as shown on the most current Airport Layout Plan.

"Airport Director" or "Executive Director" shall refer to the individual appointed and authorized by the Authority to administer and manage all operations of the Airport and Airport facilities, and to supervise all Airport projects.

"Airport Security" shall mean any security rules, regulations or program set forth by the Authority, including any such rules of the FAA, TSA or Department of Homeland Security.

“Airport Layout Plan” or “ALP” shall refer to the most recently approved plan or drawing depicting the physical layout of the Airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, NAVAIDS, etc. The ALP is a component of the Airport’s Master Plan.

“Aircraft Management Services Operator” shall refer to any Person(s) or Entity performing services for compensation pursuant to an Aircraft Management Services Agreement for an aircraft to be operated exclusively under FAR Part 91 on behalf of the aircraft owner. Aircraft management does not include the control of or operation of the aircraft under FAR Part 135.

“Authority” shall refer to the St. Augustine – St. Johns County Airport Authority.

“Avionics Sales and Maintenance” shall refer to the operation of providing for the repair and service, or installation of Aircraft radios, instruments, and related accessories, and which operations may include the sale of new or used Aircraft radios, instruments, and related accessories.

“Based Aircraft” shall refer to any Aircraft which the Aircraft Owner physically locates or stores at the Airport, and whenever absent from the Airport, its owner intends to return the Aircraft to the Airport for storage. Any aircraft that is located at the Airport or as a result of any oral or written agreement with a airport tenant, provides for the indoor or outdoor storage of an aircraft for 180 days or more in a 365 day period is presumed to be a Based Aircraft.

“Building” shall refer to any existing or planned facility, hangar, or other structure of steel, concrete, concrete block, or substantial metal construction on a concrete foundation or with concrete footings, affixed to land within the Airport, and at such location as has been duly approved by the Authority. The erection, construction or expansion of any Building after adoption of these Standards shall be pursuant to all applicable zoning regulations and building codes.

“Commercial Operator” or “Operator” shall refer to any Person involved in any Aeronautical Activity or providing any Aeronautical Service within the Airport, or which contributes to, or is required for the safe conduct and utility of Aircraft Operations, the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

“County” shall refer to St. Johns County, Florida.

“Exclusive Right” shall refer to any power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An Exclusive Right can be conferred either by express agreement, contract, license, lease, permit, the imposition of unreasonable standards or requirements or by any other means as set forth in FAA rules, regulations or governing law.

“FAA” shall refer to the Federal Aviation Administration, a federal agency within the United States Department of Transportation which has primary responsibility over air travel and transportation within the United States.

“FAR” shall refer to the Federal Aviation Regulations of the Federal Aviation Administration of the United States Department of Transportation.

“Fixed Base Operator” or “FBO” shall refer to any full service commercial aeronautical service provider that engages in a minimum of two (2) SASO activities, which two (2) activities must be of a substantial nature, meaning engaged in full-time, open to the public for such service(s) and a primary source of revenue, and as further defined in these Minimum Operating Standards. There are two (2) types of FBO’s at the Airport distinguished by whether or not fuel sales are authorized, as set forth herein.

“Flight Training” shall refer to the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete a FAA written

pilot's examination and flight check ride for various categories of pilots licenses and ratings, and shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

"Flying Club" shall refer to any non-commercial and non-profit entity organized for the purpose of providing its members with Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club's owners, on a pro-rata share, and the club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain and replace the Aircraft.

"Fueling" or "Fuel Handling" shall refer to the transportation, sale, delivery, dispensing, storage or draining of Fuel or fuel waste products to or from any Aircraft, vehicles or equipment.

"Fuel Storage Area" shall refer to any portion of the Airport designated temporarily or permanently by the Director as an area in which aviation, motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

"General Aviation" shall refer to all phases of aviation other than military aviation and scheduled or commercial air carrier operations.

"Hazardous Material" shall refer to any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board or agency.

"Independent Contractor" or "Independent Operator" shall refer to any Person or operator offering a 'single' Aeronautical Service, but without an established place of business on the Airport. Such services may include, without limitation, washing and detailing, prop balancing, maintenance and inspection. Independent Contractors (as this term is used interchangeably with "Independent Operators" for purposes of these Rules) shall be duly licensed or certificated as required for all work performed, maintain the required insurance, and fully comply with these Standards, including having an approved operating agreement with the Authority.

"Lease" shall refer to the written contract between the Airport and an Operator (Lessee) specifying the terms and conditions under which an Operator may occupy or operate from certain designated Airport facilities and/or property.

"Lessee" shall refer to any person(s) or entity(ies) who has entered into a Lease directly with the Airport regarding property located within the Airport.

"Master Plan" shall refer to the current master plan report and the scaled dimensional layout of the entire Airport, indicating current and proposed usage for each identifiable segment as approved by the Authority and the FAA.

"Minimum Operating Standards" or "Standards" shall refer to these qualifications, criteria, and standards established by the Authority as the minimum requirements that shall be met by all Commercial Operators within the Airport.

"Non-aeronautical Lease" shall refer to any Lease of Airport property that does not have access to the AOA and does not need to be close to the flight line in order to operate.

"Permit" shall refer to any administrative approval issued by the Director to any Person to conduct any Aeronautical Activity or provide any Aeronautical Service, on a temporary basis, and under such terms, conditions and duration as may be imposed and strictly limited to such location or locations as authorized.

"Person" as used in these Standards shall refer to any individual or individuals, corporation, firm, partnership, association, organization and any other group acting as an entity, or combination thereof, and ~~further includes any trustee, receiver, assignee or similar representative thereof.~~

“Preventive Aircraft Maintenance” shall refer to any maintenance that is not considered a major Aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation (Item 22 involves the replacement of prefabricated fuel lines, and shall, for the purposes of these regulations shall not be considered as preventative

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“Privilege Fee/Commercial Activity Privilege Fee” shall refer to a compensation requirement by the Airport associated with an administrative approval issued by the Director to any Person to conduct any Aeronautical Activity or provide any Aeronautical Service, on a temporary basis, and under such terms, conditions and duration as may be imposed and strictly limited to such location or locations as authorized.

“Roadway” shall refer to any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

“Rules and Regulations” or “Rules” shall refer to the rules and regulations approved by the Authority and as such Rules may be amended from time to time. The Rules shall apply to all Persons operating under or pursuant to these Standards.

“Self-Service” shall refer to the refueling, repair, preventive maintenance, towing, adjustment, cleaning and/or other general services of any Aircraft performed by an Aircraft Owner, or by such direct employee(s) of an Aircraft Owner with resources supplied by the Aircraft Owner. Self-Service cannot be contracted out to another party by the Aircraft Owner.

“Self-Fueling” is fueling of private aircraft exclusively by the owner or operator of the aircraft using his or her own employees and equipment and are, therefore, not commercial activities.

“Self-Service Commercial Fueling Facility” shall mean the Authority’s exclusive fueling facility on the Airport that allows pilots to fuel their aircraft. The fueling facility is unattended and has been established by the Authority as an exclusive right of the Authority.

“Specialized Aviation Service Operation” or “SASO” shall refer to any aeronautical or aviation related business that offers a single or limited Aeronautical Service that does not include fueling. Examples of a SASO include, but are not limited to, Flight Training, Aircraft maintenance, Air charter, Air Taxi, Aircraft Sales, Aircraft Rental, Air Ambulance, Avionics Sales and Maintenance, avionics, instrument or propeller services, Aircraft Storage, sale of pilot supplies, or other specialized commercial flight support businesses. SASO’s are not allowed to have fuel sales.

“Sublease” shall refer to any written agreement, approved by the Authority stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing Aeronautical Activities or Services at or within the Airport.

“Taxilane” shall refer to those portions of the Airport apron area, or any other area, used for access between taxiways and Aircraft parking or storage areas.

“Taxiway” shall refer to those defined paths established for the taxiing of Aircraft from one part of the Airport to another.

“Through the Fence” shall refer to any Person offering commercial goods or services, other than passenger or cargo transportation by aircraft, to customers on the Airport, but who does not maintain their primary place of business at the Airport.

“UNICOM” shall refer to any two-way communication system that provides Airport advisory information.

“Variance” shall refer to any approved deviation from the requirements of these Minimum Operating Standards as provided herein.

“Vehicle Parking Area” shall refer to any portion of the Airport designated and made available temporarily or permanently by the Director for the parking of vehicles.

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### **PART III – QUALIFICATIONS AND REQUIREMENTS FOR OPERATORS**

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1. Any Person desiring to conduct to do business as an Operator within the Airport, unless exempted hereunder, shall make written application to the Director.
2. The Applicant (prospective Operator) shall provide in connection with the Application, at a minimum, the following:
  - a. A detailed description of the scope of the proposed operation, a detailed description of the means and methods to be employed to accomplish the intended operation, and a proposed date for commencement of said activities or services.
  - b. The amount of land or building space desired to be used or occupied.
  - c. Preliminary plans, specifications and dates for any improvements that the Applicant intends to make on the Airport as part of the activity for which approval is sought.
  - d. A listing of current or proposed assets that will be used in the business on the Airport.
  - e. Periods (days and hours) of proposed operation.
  - f. The current financial statement, together with financial projection for the first three years of operation, as prepared or certified by a Certified Public Accountant.
  - g. The name, address, telephone number and e-mail address of the Applicant.
    - If the Applicant is a corporation, include the names, addresses and telephone numbers of the corporation's officers and directors and the names and addresses of all shareholders having a ten (10%) percent or greater ownership interest in the Applicant.
    - If the Applicant is a partnership, include the names, addresses and telephone numbers of all general or limited partners having a ten (10%) percent or greater ownership interest in the Applicant.
  - h. The name address and telephone number of any person who holds a controlling interest, directly or indirectly, in the entity which is making Application.
    - Applicants shall also disclose if any officer, director, partner or individual holding a controlling interest in the entity making Application is also an officer, director, partner or person holding a controlling interest in any activity presently located or operating within the Airport.
  - i. A sample signature must be provided for all parties whose names will appear on any lease, operating agreement, license, and/or permit.
  - j. The total number of persons to be employed by the proposed operation.
  - k. A current credit report for each party owning or having ten (10%) percent or more financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.



- l.** Copies of all licenses, certifications and permits processed by the Applicant and its key employees to be based at the leased premises that are necessary or required to perform the proposed services.
- m.** An agreement to provide bond or suitable guarantee of adequate funds to Airport to be used to defray any expenses and fees normally paid by the Operator between the estimated time the Operator may default and a new lease is executed and another Operator takes over.
- n.** A written authorization for the FAA, any aviation or aeronautics commissions, administrators and departments of all states in which the Applicant has engaged in aviation business to release information in their files relating to the Applicant or its operation [the Applicant will execute such forms, releases or releases as may be required by those agencies].
- o.** Copy(ies) of insurance company letter of intent of liability coverage for the business operation, flight operations, itinerant Aircraft and operators and premises insurance.
- p.** Amenities and methods used to attract new business. A fully executed operating agreement or lease/operating agreement with the Authority shall be required of all based commercial users.
- q.** Any other information the Director may reasonably required to evaluate the application.
- r.** All Commercial Operators are encouraged to exceed the minimums; none will be allowed to operate under conditions below the minimum. These Minimum Operating Standards are not intended to be all-inclusive, as the Operator of a commercial venture which is based on the Airport will be subject additionally to all applicable Federal, State and local laws, orders, codes, ordinances and other similar regulatory measures, including any Airport rules and regulations promulgated by the Authority.
- s.** "Through the Fence" operators are discouraged by the Authority. While the Authority may, at times, enter into an agreement (i.e. access agreement or operating agreement) that permits access to the Airport by independent operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the Airport property, such "through-the-fence" Persons could undermine the Airport's minimum standards unless precautions are taken to ensure compliance with these minimum standards and to ensure the Authority's ability to meet all of its Federal obligations. No "through the fence" activity is permitted without a written agreement.
- t.** Each Person shall comply with Airport Security and the Authority's rules on Pedestrian/Vehicle Gate Access.

3. The following additional qualifications and requirements shall apply to all Persons desiring to operate an FBO at the Northeast Florida Regional Airport:

- a.** The prospective FBO shall lease from the Authority no less than the minimum acreage within the Airport, a hangar of not less than the minimum square feet, provide for and maintain not less than the minimum square feet of ramp area, provide for and maintain not less than the minimum square feet of floor space for office, customer lounge, permanent rest rooms, public telephone facilities for customer use and telephone service connections to the Flight Service Station

and/or the United States Weather Bureau as set forth in detail herein.

- b. Leases for any prospective FBO shall be for such term and duration as mutually agreed upon between the parties with due consideration for similar operations at the Airport, the financial investment of the prospective FBO, amortization of that investment, the Airport's Master Plan and ALP, governing FAA regulations and deed restrictions, and with due consideration that the prospective FBO is not provided any unfair competitive advantage over the existing FBO Operator or Operators.
- c. The Person operating the prospective FBO shall have such business background and shall have demonstrated such business capability to the satisfaction of the Director. Such Person shall further demonstrate that they have adequate resources to realize the business objectives agreed to by the Director and the Applicant.

#### **PART IV - APPLICATION PROCESS**

1. All Applications will be reviewed and acted upon by the Director within ninety (90) days of receipt of the application.
2. Applications may be denied for one or more of the following reasons:
  - a. The Applicant does not fully meet qualifications, standards and requirements established by these Minimum Operating Standards.
  - b. The Applicant's proposed operation or construction would create a safety hazard on the Airport.
  - c. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.
  - d. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the Applicant at the time of application.
  - e. The proposed operation, Airport development or construction does not comply with the any Land Use Ordinance, Airport Master Plan or Airport Layout Plan.
  - f. The development or use of the area requested will result in a congestion of Aircraft or buildings, the overstress of existing facilities, or will result in unduly interfering with the operations of any present FBO on the Airport, such as problems in preventing free access and egress to the existing FBO area, or will result in depriving, without the proper economic study, an existing FBO of portions of its leased area in which it is operating.
  - g. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
  - h. Any party applying, or having an interest in the business, has a record of violating the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations or any other Rules and Regulations applicable to this or any other Airport.

- i. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Airport or any lease or other agreement at any other Airport.
- j. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Director to provide and maintain the business to which the application relates and to promptly pay amounts due under the Lease.
- k. The Applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six (6) months.
- l. The Applicant has failed to make full disclosure in the application or supporting documents or has made a false or misleading disclosure.
- m. The Applicant has committed a crime or violated a local ordinance, rule or regulation, which adversely reflects on its ability to conduct the Commercial Operation for which application is made.

**PART V - APPEALS AND VARIANCES**

1. This Part V only applies to pre-leasing or proposal activity. For appeals of decisions related to an existing lease, the reader is referred to the Administrative Appeal process in the Authority's Lease Policy, Section 8.2. The Authority shall hear appeals when it is alleged that there is an error in any order, requirement, decision or determination made by the Director in the interpretation or enforcement of these Minimum Operating Standards or of any other applicable rule or regulation. The Authority may, upon timely and proper application for appeal and following hearing, determine the decision be reversed or affirmed, wholly or partly, or recommend modifying the order, requirement, decision or determination made by the administrative official in the enforcement of this policy. The Authority shall have the final authority as to the disposition of any appeal.

2. Additionally, the Authority may, upon proper application for variance and following hearing, determine that a variance from the terms of this policy will not be contrary to the public interest when, due to special conditions, a literal enforcement of the provisions of the policy would result in an unnecessary and undue hardship. In order to authorize any variance from the terms of the policy, the Authority must find:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings of the same aviation use;
- b. That the special conditions and circumstances were not caused by or result from the actions of the Applicant;
- c. That granting the variance requested will not give the Applicant any special privilege that is denied by this policy to other lands, buildings or structures of the same aviation use;
- d. That literal interpretation of the provisions of the policy would deprive the Applicant of rights commonly enjoyed by other properties of the same aviation use under the terms of the policy and would result in an unnecessary and undue hardship on the Applicant;
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- f. That the granting of the variance will be in harmony with the general intent and

purpose of the Minimum Operating Standards or Lease Policy and that such variance will not be injurious to the area involved or otherwise detrimental to public welfare.

3. The Authority may prescribe appropriate conditions and safeguards in conformity with the aviation use regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the policy.

4. The Authority may prescribe a reasonable time limit within which the action for which the variance is required shall be started, completed or both.

5. No variance shall be granted to allow a use that would not otherwise be permitted.

6. Procedure for appeals and variances:

a. Hearings - Appeals to the Authority for a hearing may be taken by any Person aggrieved by any decision or ruling of the Director or of the Airport which directly affects such Person. Said aggrieved Person must complete and file with the Director an application for appeal within thirty (30) days of such decision or ruling. Failure to file an appeal with the Director within said 30 day time period shall constitute a full waiver of such Person's right to appeal and, consequently, such decision or ruling shall become final and non-appealable. The Hearing shall be conducted under such rules and procedure as may be adopted by the Authority, from time to time.

b. Application for an Appeal or Variance - The application (in such form or forms as prescribed) for an appeal or variance shall be completed, duly signed, and filed with the Director. Any Person requesting an appeal or variance shall submit any additional data pertinent to their request with their application filed with the Director. The Authority shall hear requests for variances in the same manner as appeals.

c. Final Action by Authority - The Authority may affirm, reverse, or modify, in whole or part, the decision of the Director. The action and written decision of the Authority shall constitute final agency action for purposes of any judicial appeal.

7. —Required notice for appeals and variances: The Director shall send notice setting forth the time, place and purpose of the hearing to the interested parties. Notice shall be sent by facsimile or certified mail to the owner's facsimile number or address of record maintained by the Director no later than seven (7) days prior to the scheduled hearing date. The Director shall maintain a copy of the facsimile confirmation or mailing certification as evidence of compliance with this section.

## PART VI - MINIMUM OPERATING STANDARDS

### SUBPART A - Fixed Based Operators

1. Purpose/Objective:

To establish minimum operating standards for all Fixed Based Operators within the Airport. There shall be two types of Fixed Based Operators at the Airport, one type having fuel sales and the other type not having fuel sales. FBO's with fuel sales are considered by the Airport to be more significant to Airport operations and more likely to impact the Airport facilities and, therefore, justify different and additional operating standards. In order for an FBO to dispense fuel, it must demonstrate a significant commitment to capital facilities, infrastructure and personnel so that it has the resources to properly manage commercial fuel sales and service.

2. Minimum Operating Standards for Fixed Based Operators With Fuel Sales:

- a. Each FBO shall have its premises open and services available 7:00 a.m. to 10:00 p.m., 7 days a week, and shall make provision for at least one qualified and trained individual to be in attendance in the office at all times during the required operating hours. Emergency "on call" service will be provided during off duty hours.
- b. Each FBO shall conduct its operations on no less than three (3) acres, provide for not less than 10,000 square feet of hangar space, provide for not less than 80,000 square feet of ramp area space, and provide for no less than 2,000 square feet of floor space for office, customer lounge, and permanent rest rooms.
- c. Each FBO shall provide public telephone facilities for customer use and telephone service connections to the Flight Service Station and/or the United States Weather Bureau.
- d. Each FBO shall ensure that the piling and storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
- e. Each FBO shall provide, directly or by approved subcontractor, the following:
  - i. Aircraft guidance on the ramp
  - ii. Aircraft parking and tie-down services
  - iii. Retail aviation fuel sales
  - iv. Aircraft Charters
  - v. Aircraft Maintenance services
  - vi. Basic Flight Training
  - vii. Ground support equipment including Aircraft tugs, air compressor, battery chargers, energizers and starters, ground power units and an adequate supply of properly maintained and appropriately located fire extinguishers.
  - viii. Flight planning and flight service facilities
  - ix. Public amenities
- f. Each FBO shall assure the following:
  - i. All employees regularly scheduled to duty on airside portions of the FBO leasehold are uniformly attired to allow for immediate recognition.
  - ii. All employees are screened and badged for security purposes consistent with Authority requirements.
  - iii. All airside vehicles are marked and identified in a manner that provides for ready identification of the FBO.

- iv. A "follow-me" vehicle is available for use that identifies the specific FBO.
  - g. Each FBO shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes.
  - h. Each FBO shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, broad form contractual liability will be included (see APPENDIX 1 hereto). Each FBO shall make its own analysis to determine if more insurance is needed.
  - i. Additional Minimum Standards for FBO's Dispensing Aircraft Fuel:
    - I. Each FBO with Fuel shall comply with FAA Advisory Circular No. 150/5230-4A – Aircraft Fuel Storage, Handling, and Dispensing on Airports, FAA Advisory Circular No. 150/5230-4B - Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports, Addendum for Advisory Circular 150/5230-4B, dated June 25, 2017, as may be amended or updated.
    - II. No part of FBO fueling can be subcontracted to another Person by the FBO and the FBO shall be directly responsible for any actions or inactions taken in connection with fueling activity by the FBO.
    - III. Each FBO shall secure and maintain all licenses and permits required by Federal State and County laws, rules and regulations for the transporting and dispensing of fuel.
    - IV. Each FBO shall have and maintain at least one metered and filter-equipped Aircraft Fuel dispenser, as approved by all governmental authorities having jurisdiction, for dispensing 100-octane or greater Aviation Fuel (AvGas) from an approved above-ground storage tanks having a minimum capacity of 15,000 gallons. Further, each FBO shall have and maintain at least one metered and filter-equipped Aircraft Fuel dispenser, as approved by all governmental authorities having jurisdiction, for dispensing Jet A or greater Aviation Fuel from an approved above-ground storage tanks having a minimum capacity of 25,000 gallons.
    - V. Mobile dispensing equipment shall be of an approved ASTM or ATA specification and have a total capacity of at least 500 gallons for AvGas and 1,000 gallons of Jet fuel.
    - VI. Each FBO shall ensure that maintenance of pumping equipment meets all applicable safety and other regulatory requirements and have reliable metering, filtering and grounding devices subject to independent inspection.
    - VII. Each FBO shall maintain an adequate supply of fuel at all times; further, each FBO shall secure and maintain an on-going contract with a bona fide, branded fuel supplier to ensure that there will be a continuous supply of appropriate Aircraft Fuel with at least \$50 million in extended product liability coverage is afforded.
    - VIII. Each FBO shall maintain an adequate inventory of generally accepted grades of aviation engine oil and lubricants.
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- IX. Each FBO shall ensure the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste and other materials including, but not limited to, used oil, solvents and other regulated waste.
- X. Each FBO shall provide for, on a regular and ongoing basis, appropriate training programs for all personnel involved in the transport and/or dispensing of fuel in strict compliance with FAA Part 139 requirements.
- XI. Each FBO with Fuel shall have an on-site manager with a minimum of five (5) years of applicable industry experience and approved by the Airport Director. The Authority shall be notified of change in FBO on-site management.
- XII. Each FBO with Fuel shall comply with the Authority's additional insurance requirements covering fuel related operations.

3. Minimum Operating Standards for Fixed Based Operators Without Fuel Sales:

The concept of Non-Fuel FBO is a concept adopted by the Airport Authority on a trial and limited basis without the ramifications being known at the time of adoption. This Section is subject to termination at any time by the Airport Authority. the category of FBO Without Fuel Sales from its Minimum Operating Standards. It being further recognized. This Section shall not be detrimentally relied upon by any party.

~~3. Minimum Operating Standards for Fixed Based Operators Without Fuel Sales;~~

- a. Each FBO shall have its premises open and services available 9:00 a.m. to 5:00 p.m., 5 days a week, and shall make provision for at least one qualified and trained individual to be in attendance in the office at all times during the required operating hours. Emergency "on call" service will be provided during off duty hours.
- b. Each FBO shall provide for not less than 5,000 square feet of hangar space, provide for not less than 2,000 square feet of ramp area space, and provide for no less than 750 square feet of floor space for office, customer lounge, and permanent rest rooms.
- c. Each FBO shall provide public telephone facilities for customer use and telephone service connections to the Flight Service Station and/or the United States Weather Bureau.
- d. Each FBO shall ensure that the piling and storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
- e. Each FBO (non-fuel) shall provide, at a minimum the following:

- i. Aircraft guidance on the ramp
- vii.i. Aircraft parking and tie-down services
- i. Aircraft Airframe, Engine or Accessory Maintenance and Repair services consistent with "Subpart C" and/or a Flight Training Facility consistent with "Subpart F" of these standards
- Aircraft guidance on the ramp
- Aircraft parking and tie-down services
- i. \_\_\_\_\_

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- vii-II. Ground support equipment including Aircraft tugs, air compressor, battery chargers, energizers and starters, ground power units and an adequate supply of properly maintained and appropriately located fire extinguishers.
- viii-III. Flight planning and flight service facilities.
- ix-IV. Public amenities.

f. Each FBO shall assure the following:

- v-I. All employees regularly scheduled to duty on airside portions of the FBO leasehold are uniformly attired to allow for immediate recognition.
- vi-II. All employees are screened and badged for security purposes consistent with Authority requirements.
- vii. All airside vehicles are marked and identified in a manner that provides for ready identification of the FBO.
- III.
- viii-IV. A "follow-me" vehicle is available for use that identifies the specific FBO.

g. Each FBO shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes.

h. Each FBO shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, broad form contractual liability will be included (see APPENDIX 1 hereto). Each FBO shall make its own analysis to determine if more insurance is needed.

FAA Advisory Circular No. 150/5190-7, allows for SASO's to be special FBO's and subject to FBO minimum requirements when bundling services. However, fuel sales are only allowed for a full-service FBO.

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**SUBPART B - Aircraft Sales**

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Aircraft Sales or Brokerage Services within the Airport.

2. Minimum Operating Standards for Aircraft Sales:

- a. Each Person engaging in Aircraft Sales shall:
  - i. If engaged in the sale or brokerage of new aircraft, maintain a stock of representative products and/or catalogs for the line of Aircraft they sell.
  - ii. Provide for the necessary and satisfactory repair and servicing of Aircraft (but only for the duration of any sales guarantee or warranty period and shall provide an adequate inventory of spare parts for the type of new Aircraft for which sales privileges are granted).
  - iii. Conduct its operations on a leasehold area that provides for not less than 3,000 square feet of combined office and hangar space, and provides for ramp space capable of supporting its inventory needs.
- b. Each Person engaging in Aircraft Sales shall employ a responsible and qualified person possessing required certification to supervise the operations in the leased area with the authorization to represent and act for and on the behalf of the firm during all normal work hours. Such Person shall further employ sufficient trained personnel to meet Minimum Standards in an efficient manner during scheduled working hours.
- c. Each Person engaging in Aircraft Sales shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- d. Each Person engaging in Aircraft Sales shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be

included (see APPENDIX 1 hereto).

**SUBPART C - Aircraft Airframe, Engine or Accessory Maintenance and Repair**

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Aircraft Airframe, Engine or Accessory Maintenance and Repair within the Airport.

2. Minimum Operating Standards for Aircraft Airframe, Engine or Accessory Maintenance and Repair:

- a. Each Person providing services hereunder shall conduct normal and reasonable business hours. Normal and reasonable business hours for purposes herein shall mean remaining open and providing service to the public as specified in the lease agreement.
- b. Each Person providing services hereunder shall provide sufficient equipment supplies, manuals and availability of parts and shall meet the requirements of all applicable FARs and amendments thereto and other applicable rules and regulations.
- c. Each Person providing services hereunder shall conduct its operations on a leasehold area that provides for not less than 3,000 square feet of combined office and hangar space, and provides for ramp space capable of supporting its needs.
- d. Each Person providing services hereunder shall have in its employ, and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the required operating agreement set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an Aircraft inspector rating.
- e. Each Person providing services hereunder shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- f. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see APPENDIX 1 hereto).

## **SUBPART D - Specialized Equipment Sales and Maintenance**

### **1. Purpose/Objective:**

To establish minimum operating standards for any Person engaging in Specialized Equipment Sales and Maintenance within the Airport. For purposes herein, Specialized Equipment refers to avionics, instruments or propellers, and the sales of maintenance of said equipment. This category shall also include the sale of Aircraft parts and accessories.

### **2. Minimum Operating Standards for Specialized Equipment Sales and Maintenance:**

- a.** Each Person providing services hereunder shall conduct normal and reasonable business hours. Normal and reasonable business hours for purposes herein shall mean remaining open and providing service to the public as specified in the lease agreement as specified in the lease agreement.
- b.** Each Person providing services hereunder shall have in its employ and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the terms of the required operating agreement in an efficient manner. All work requiring such, shall require FAA-rated for each and every specialization which such Person is engaged (*i.e.* avionics, instruments, propellers or any combination thereof).
- c.** Each Person providing services hereunder shall conduct its operations on a leasehold area that provides for not less than 3,000 square feet of combined office and hangar space, and provides for ramp space capable of supporting its business needs.
- d.** All parts and accessories sold or resold shall be approved for use by the FAA in aircraft.
- e.** Each Person providing services hereunder shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- f.** Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see APPENDIX 1 hereto).

**SUBPART E - Aircraft Leasing and Rental**

**1. Purpose/Objective:**

To establish minimum operating standards for any Person engaging in Aircraft Leasing and Rental within the Airport.

**2. Minimum Operating Standards for Aircraft Leasing and Rental:**

- a.** Each Person providing services hereunder shall have available for rental, either owned or under written lease to the company, at least two properly certificated Aircraft, one of which must be a four-place Aircraft equipped for and capable of flight under instrument weather conditions.
- b.** Each Person providing services hereunder shall have available at least one flight instructor who has been properly certificated by the FAA to provide pilot check out in the Aircraft offered for lease or rent. Additional Flight Instruction under this category is not authorized.
- c.** Each Person providing services hereunder shall conduct its operations on a leasehold area that provides for not less than 3,000 square feet of combined office and hangar space, and provides for ramp space capable of supporting its business needs.
- d.** Each Person providing services hereunder shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- e.** Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see APPENDIX 1 hereto).

**SUBPART F - Flight Training Facility**

1. Purpose/Objective:

To establish minimum operating standards for any Person providing a Flight Training Facility on the Airport.

2. Minimum Operating Standards for Flight Training Facility:

- a. Each Person providing a Flight Training Facility shall have at least two properly certificated Aircraft available for use in flight training, one of which must be a four place Aircraft, and one of which must be equipped for and capable of use in instrument flight instructions.
- b. Each Person providing a Flight Training Facility shall have at least one full-time flight instructor who has been properly certificated by the FAA under FAR Part 141 to provide the type(s) of training offered. Part 91-type flight instruction business activities shall be reviewed under the "Specialized Commercial Flight Services" Subpart I of these standards.
- c. Each Person providing a Flight Training Facility shall conduct its operations on a leasehold area that provides for not less than 4,000 square feet of combined office and hangar space, and provides for ramp space capable of supporting its business needs.
- d. Each Person providing Flight Training shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- e. Each Person providing Flight Training shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see APPENDIX 1 hereto).

**SUBPART G - Aircraft Charter and Air Taxi**

**1. Purpose/Objective:**

To establish minimum operating standards for any Person engaging in FAR Part 135 Aircraft Charter and Air Taxi operations within the Airport.

**2. Minimum Operating Standards for Aircraft Charter and Air Taxi:**

- a.** No commercial activity shall be conducted from any T-Hangar or T-Hangar-type hangar or facility.
- b.** Each Person providing services hereunder shall provide the type, class, size and number of Aircraft to perform the intended operation and shall be certificated under FAR Part 135. There shall be at least one Aircraft to meet the requirements of the air taxi commercial certificate held by said Person.
- c.** Each Person providing services hereunder shall employ and have on duty during the appropriate business hours as specified in the Lease Agreement, adequately trained personnel in sufficient numbers to meet the Minimum Operating Standards, but never less than one (1) person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the offered flight activity.
- ~~**d.**~~ Each Person providing services hereunder shall conduct its operations on a leasehold area that provides for not less than 3,000 square feet of combined office and hangar space, and provides for ramp space capable of supporting its business needs.
- ~~**d.**~~
- e.** Each Person providing services hereunder shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- f.** Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see APPENDIX 1 hereto).

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**SUBPART H - Aircraft Storage**

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Aircraft Storage within the Airport. Pursuant to Airport Lease Policy, Aircraft Storage Operations under this Section are not permitted using Authority Owned Buildings.

2. Minimum Operating Standards for Aircraft Storage:

- a. Each Person providing Aircraft Storage hereunder shall have its facilities available for the tenants' Aircraft storage and removal on a continuous basis as specified in the Lease Agreement.
- b. Each Person providing Aircraft Storage hereunder shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of Aircraft with appropriate equipment.
- c. Each Person providing Aircraft Storage hereunder shall conduct its operations on no less one (1) acre of land, provide for not less than 10,000 square feet of combined office and hangar space, and provide for not less than 15,000 square feet of ramp space.
- d. Each Person providing services hereunder shall provide, within the leased area, paved parking for its customers and employees in accordance with applicable zoning regulations and building codes.
- e. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, broad form contractual liability will be included (see APPENDIX 1 hereto).



**SUBPART I - Specialized Commercial Flight Services**

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Specialized Commercial Flight Services within the Airport. This category includes the following aviation related services for hire: a) Sightseeing flights that begin and end at the Airport; b) Crop dusting, seeding and spraying; c) Aerial photography and survey; d) Power line or pipeline patrol; e) Firefighting; f) Glider/Sailplane operations; g) Any other operations not specifically regulated under FAR Parts 43, 119, 121, 135, 141, or 142 of the Federal Aviation Regulations.

2. Minimum Operating Standards for Specialized Commercial Flight Services:

- a. Each Person providing services hereunder shall conduct its operations in a leased or constructed building sufficient to accommodate all of its proposed activities and operations proposed or in the case of short-term need, shall arrange for space satisfactory to the Director and consistent with the scope of the proposed operation.
- b. Further, each Person specifically providing any form of crop-dusting, aerial application, or aerial spraying of any chemical shall make suitable arrangements and have such space available in its proposed area for the safe loading, unloading, storage and containment of chemical materials. Such Person shall further prepare a written emergency plan for the handling of hazardous materials and which plan shall be filed with the Director prior to commencement of operations and shall be reviewed and updated on a periodic basis. Any and all spills must be immediately reported to the Director. Additionally, each Person hereunder shall demonstrate that they have a sufficient number of Aircraft that are suitably equipped and certified for the particular type of operation they intend to perform.
- c. Each Person providing services hereunder shall have on duty, a sufficient number of trained personnel in order to efficiently meet and carry out these Standards.
- d. Each Person providing services hereunder shall provide a point of contact for those desiring to use the services provided. An emergency contact name and phone number must be provided to the Director or its designee.
- e. Each Person providing services hereunder shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- f. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, broad form contractual liability will be included (see APPENDIX 1 hereto).

## **SUBPART J - Multiple Services**

### **1. Purpose/Objective:**

To establish minimum standards for those instances where a person, business ~~or FBO~~ engages in two or more of the aeronautical services for which Minimum Operating Standards have been herein provided and where one of the services is not Aircraft Maintenance and Repair as provided in Subpart C. herein.

### **2. Minimum Operating Standards for Multiple Services:**

- a.** Each Person providing Multiple Services hereunder shall comply with the Aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all Aircraft owned or under lease by the operator except aircraft used for aerial application of chemicals. The firm must have individuals trained and certified to provide all offered services.
- b.** Each Person providing Multiple Services hereunder shall provide the facilities, equipment and services required to meet the Minimum Operating Standards as herein provided for all aeronautical services that they perform.
- c.** Each Person providing Multiple Services hereunder shall employ and have on hand enough sufficiently trained personnel to meet these Minimum Operating Standards for each aeronautical service performed in an efficient manner. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed.
- d.** Each Person providing Multiple Services hereunder shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
- e.** Each Person providing Multiple Services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see APPENDIX 1 hereto).

**SUBPART K - Independent Operators**

**1. Purpose/Objective:**

To establish minimum operating standards for all Independent Operators (as used interchangeably with "Independent Contractors") on the Airport. All operations under this part require a written operating agreement be in place with the Airport Authority.

**2. Minimum Operating Standards for Independent Operators:**

- a. Each Person providing any service hereunder shall be currently certificated by the FAA with ratings appropriate to the work being performed (unless such service is not regulated or certificated by the FAA such as detailing or Aircraft washing).
- b. Each operating agreement in this category shall be limited to annual agreements the extension of which shall be subject to review by the Director, not less than annually, for proper classification within this policy.
- c. Each Person providing any service hereunder shall have on hand sufficient equipment supplies, manuals and availability of parts related to the service being offered (see, e.g., FAR Parts 43 and 91 and amendments thereto).
- d. T-Hangar-type units may not be utilized for business operations under this section.
- e. Each Person providing any service hereunder shall make application with the Airport and shall pay the Airport such permit fee as reasonably established by the Airport Director and shall comply with all rules and regulations as adopted by the Airport Authority.
- f. Each Person providing any service hereunder shall agree to be bound by the Airport's Rules and Regulations as if such person has an established place of business or leasehold on the Airport.
- g. Each Person providing any service hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, broad form contractual liability will be included (see APPENDIX 1 hereto).
- ~~h. At such time any Person has signed a bona fide lease or letter of intent with the Authority for the purpose of establishing either a Specialized Aviation Service Operation or a second Fixed Based Operator at the Airport, then the Authority shall promptly review this Subpart K as appropriate.~~
- i.h. A fully executed "hold harmless" agreement in a form approved by the Authority shall be required for Independent Operators as well as their respective customers. A copy of said agreements shall be available for inspection and copy by the Authority as from time-to-time requested.
- j.i. An independent operator may not advertise or otherwise affiliate their respective business with the Northeast Florida Regional Airport or other business located on airport property.
- ~~k.j. An independent operator may not have more than two (2) projects active on the~~

airport at any one time without prior permission.

#### **SUBPART L - Flying Clubs**

**1. Purpose/Objective:**

To encourage and allow the creation of local Flying Clubs and to establish minimum standards in order to protect the public at-large.

**2. Minimum Operating Standards for Flying Clubs:**

- a.** Each Flying Club operating at the Airport shall have in place with the Airport Authority a written operating agreement detailing the scope of operation.
  - b.** Prior to commencement of aeronautical activities at the Airport, each club must obtain written approval from the Director to operate such club. The land (acreage) requirement, office size, ramp size, and hours of operation shall be specified in the lease agreement.
  - c.** Each Flying Club shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes
  - d.** Each Flying Club, prior to and during the term of its Lease or Agreement to operate, shall submit sufficient documentation to the Director in order establish ownership, financial status and technical ability.
  - e.** Each club must be registered as a non-profit corporation or partnership in the State of Florida.
  - f.** Each member of a Flying Club must be a bona fide owner of the Aircraft or stockholder in the corporation, in accordance with that member's pro-rata share.
  - g.** Each Flying Club will provide the Director or its designee an emergency contact person and phone number, and shall update such information immediately upon any change.
  - h.** No Flying Club may derive greater revenue from the use of its Aircraft other than the amount necessary for the actual operation, maintenance and replacement of its Aircraft.
  - i.** Each Flying Club will file and keep current with the Authority, a complete list of the club's members and the investment share or ownership percentage held by each member.
  - j.** The Flying Club's Aircraft will not be used by other than bona fide members for rental and will not be used by anyone for commercial operations.
  - k.** Student instruction can be given in the Flying Club's Aircraft to club members, provided such instruction is given by a certified flight instructor who is not receiving remuneration in any manner for such service, or is offered by flight instructor who is duly based at the Airport and is authorized to perform this service under these
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Standards.

- I. Aircraft maintenance performed by the Flying Club's members or staff shall be limited to only that maintenance that does not require a certificated mechanic. All other maintenance must be provided by either a certificated mechanic based at the

Airport who provides such service or an off-Airport repair facility. If the Flying Club desires to employ a mechanic to perform maintenance of club-owned Aircraft, then the Flying Club shall be required to lease or construct a hangar suitable for Aircraft maintenance. However, in no instance shall any periodic or annual inspections be performed in any T-Hangar-type hangar.

- i. Each Flying Club shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see APPENDIX 1 hereto).

**SUBPART M – Aircraft Management Services**

**3. Purpose/Objective:**

To establish minimum operating standards for any Person providing Aircraft Management Services on the Airport. All operations under this part require a written operating agreement be in place with the Airport Authority.

**4. Minimum Operating Standards for Aircraft Management Services:**

- a.** Each Person providing services hereunder shall be currently licensed or certificated by the FAA with ratings appropriate to the work being performed and must provide a copy of each license or certificate held to the Authority.
- b.** Each Person providing services hereunder shall conduct only the aeronautical activities permitted under FAR Part 91 and shall not conduct aeronautical activities exclusively permitted under FAR Part 135, without having an agreement with the Airport which expressly permits FAR Part 135 aeronautical activities.
- c.** Each Person providing services hereunder shall conduct its operations on a leased area that provides not less than 3,000 square feet of combined office and hangar space and provides for ramp space capable of supporting its business needs.
- d.** Each Person providing services hereunder shall facilitate an adequate quantity of paved parking for customers and employees in accordance with all applicable airport rules, local zoning regulations and building codes.
- e.** T-Hangars or T-Hangar-type facilities may not be used for Aircraft Management Services.
- f.** Aircraft maintenance performed hereunder shall be limited to preventive maintenance that does not require a certificated mechanic. All other maintenance must be provided by either a certificated mechanic based at the Airport who is in possession of a valid lease or operating agreement with the Authority. Aircraft Management Services providers may not employ a mechanic to perform maintenance of their managed aircraft.
- g.** Each Person providing services hereunder shall have in its employ, and on duty during the appropriate business hours, trained and certificated personnel in such numbers as are required to meet the minimum operating standards set forth in this category of services in an efficient manner, but never less than one person currently licensed or certificated by the FAA with ratings appropriate to the work being performed.
- h.** Each Person providing services hereunder shall provide a copy of the management services agreement and the FAA certificate of registration for each aircraft under management.
- i.** Each Person providing services hereunder shall make application with the Airport and shall pay the Airport such monthly or annual privilege fees as reasonably established by the Airport Director and shall comply with all rules and regulations as adopted by the Authority.
- j.** Each operating agreement in this category shall be limited to annual agreements, the extension of which shall be subject to review by the Director, not less than annually, for proper classification within this policy.

- k.** Each Person providing services hereunder shall maintain, continuously in effect at all time while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the Authority and listing the Authority as additional insured; further, Broad form contractual liability will be included (see Appendix 1 hereto).



**PART VII - SUBLEASES AND ASSIGNMENTS**

No Person engaging in any Aeronautical Activity or providing any Aeronautical Service governed hereunder may sublease or assign such activity or service, in whole or any part thereof, without the prior written approval of the Director, and which consent may be withheld based upon the sound judgment of the Director. Any prospective sub-lessee or assignee shall fully comply with the Minimum Operating Standards herein. Any Person aggrieved by virtue of having a proposed sublease or assignment denied by the Director may appeal as provided for herein.

**PART VIII - ENVIRONMENTAL**

Any Person engaging in any Aeronautical Activity or providing any Aeronautical Service governed hereunder shall comply with all federal, state and local environmental requirements as they exist and may be amended from time-to-time.

Mandatory compliance is required of all commercial operators with the Authority's Stormwater Pollution and Prevention Plan (SWPP) and Spill Prevention and Containment and control plan (SPCC), as applicable.

**PART IX - INTERPRETATION; SEVERANCE**

In interpreting these Standards, should any conflict occur between or among provisions herein or with any duly promulgated rule, procedure or directive of the Airport, then the Director, in the Director's sole discretion, shall determine which provision or provisions shall control. Interpretation decisions of the Director may be appealed to the Authority as provided in Part V herein.

If any term or provision of these Standards or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of these Standards, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of these Standards shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

**PART X - ENFORCEMENT**

The Director is empowered to enforce these Minimum Operating Standards against any violator and utilizing any and all appropriate means.

**PART XI – WAIVER**

The Authority may, in its sole discretion, waive all or any portion of these Minimum Operating Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing public services to the aircraft industry, or performing emergency medical or rescue services to the public by means of aircraft, or performing fire prevention or firefighting operations. The Authority may further temporarily waive any of the Minimum Operating Standards for non-governmental Operators where the Authority, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation.

## APPENDIX 1

### Minimum Insurance Policy Limits

| <b>Type of Insurance</b>          | <b>Minimum Limits*</b> | <b>When Needed / Requirements</b>  |
|-----------------------------------|------------------------|--|
| Workmen's Compensation            | Statutory              | Statutory  |
| Aircraft Liability                | Risk Analysis          | General and Aircraft Liability required for all owned or leased Aircraft   |
| Non-owned Aircraft                | Risk Analysis          | Flying non-owned Aircraft (such as dual flight instruction, maintenance flights, ferry flights, pilot service, sales demo.)    |
| Airport premises liability        | Risk Analysis          | Airport premises are owned or leased by tenant   |
| Products and completed operations | Risk Analysis          | Aircraft repair or maintenance services, fuel and oil sales, Aircraft sales, avionics repair, Aircraft parts and manufacturing |
| Builders Risk                     | Risk Analysis          | All construction projects  |
| Contractual Liability             | Risk Analysis          | Hold Harmless and Indemnification Provisions required in all Agreements and Leases   |
| Property Insurance                | Replacement value      | Covers physical damage of leasehold Premises leased from the Airport   |
| Automobile Liability              | Statutory              | Owned and non-owned licensed vehicles that are driven on Airport premises  |
| Chemical Liability                | Statutory              | Aerial applicators and fire bombers  |
| Environmental                     | Risk Analysis          | Airport premises are owned or leased by tenant   |
| Hangarkeepers Liability           | Risk Analysis          | Airport premises are owned or leased by tenant   |
| Garagekeepers Liability           | Risk Analysis          | Airport premises are owned or leased by tenant   |

[\* Minimum Limits for liability coverage shall be no less than \$1,000,000 unless, after Risk Analysis, a higher limit is required by the Authority].

## APPENDIX 1 FOOTNOTES

1. All policies shall contain a clause providing that in the event of cancellation of the policy, written notice of the cancellation will be sent, setting forth the date such cancellation shall become effective. No such notice shall become effective until at least thirty (30) days after receipt of such notice except with respect to cancellation for non-payment or cancellation of war risk coverage in which case such period shall be ten (10) days and seven (7) days, respectively.
2. All policies, except Workers Compensation, required to be obtained by Tenant shall name St. Augustine – St. Johns County Airport Authority as additional insured. **Additional Insured should be stated as: St. Augustine – St. Johns County Airport Authority, and their respective directors, officers, employees, agents, and assigns of each.**
3. **All policies shall contain a waiver of subrogation by Tenant's insurer for the benefit of the Landlord.**

## COVERAGE DEFINITIONS

**Commercial General Liability:** Insurance issued to business organizations to protect them against 3<sup>rd</sup> party liability claims for bodily injury and property damage arising out of their business operations.

**Products and Completed Operations:** Coverage for bodily injury or property damage arising out of the named insured's products or business operations conducted away from the Insured's premises once those operations have been completed or abandoned.

**Hangarkeepers Legal Liability:** Covers insured's liability for loss or damage to aircraft which are the property of others and in the custody of the insured for storage, repair or servicing while in or on the described premises.

**Aircraft Liability:** Provides coverage for legal liability arising out of the operation of aircraft.

**Automobile Liability:** Provides coverage for your legal liability for Bodily Injury and Property Damage caused by the use of an automobile.

**Workers Compensation:** Provides bodily injury, including death by accident or disease to your employees, subject to the Florida Workers Compensation Statute.

**Property Policy:** Insurance for physical loss or damage to tenant improvements/betterments and your business personal property.

**Environmental Impairment:** Provides coverage for the discharge, dispersal, release, seepage, migration, or escape of pollutants into or upon covered locations and the expenses incurred to investigate, contain, treat or neutralize such a pollution condition as required by Federal, State, Local or Provincial Laws, Regulations, Statutes or Mold Matter Remediation Standards.

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**Appendix 1: Minimum Insurance Policy Limits**

| Appendix 1<br>Minimum Commercial<br>Operating Standards                                | Commercial<br>General Liability | Products and<br>Completed<br>Operations | Hangarkeepers | Aircraft Legal Liability<br>Including Passengers                             | Automobile<br>Liability | Workers<br>Compensation | Property<br>Policy          | Environmental Impairment                                  |
|--|---------------------------------|---|---------------|--|-------------------------|-------------------------|-----------------------------|---|
| <b>Fixed Base Operators (FBOs)</b><br>Subpart A  | \$5,000,000                     | \$5,000,000                             | \$5,000,000   | \$1,000,000 /<br>\$100,000 Per<br>Passenger if Business<br>Operates Aircraft | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | \$1,000,000 Per<br>Incident /<br>\$2,000,000<br>Aggregate |
| <b>Aircraft Sales</b><br>Subpart B   | \$1,000,000                     | \$1,000,000                             | \$1,000,000   | \$1,000,000 /<br>\$100,000 Per<br>Passenger                                  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |
| <b>Aircraft Airframe, Engine and<br/>Accessory Maintenance and Repair</b><br>Subpart C | \$1,000,000                     | \$1,000,000                             | \$1,000,000   | \$1,000,000 /<br>\$100,000 Per<br>Passenger if Business<br>Operates Aircraft | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | \$1,000,000 Per<br>Incident /<br>\$2,000,000<br>Aggregate |
| <b>Specialized Equipment Sales and<br/>Maintenance</b><br>Subpart D                    | \$1,000,000                     | \$1,000,000                             | \$1,000,000   | \$1,000,000 /<br>\$100,000 Per<br>Passenger if Business<br>Operates Aircraft | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | \$1,000,000 Per<br>Incident /<br>\$2,000,000<br>Aggregate |
| <b>Aircraft Leasing and Rental</b><br>Subpart E  | \$1,000,000                     | -----                                   | -----         | \$1,000,000 /<br>\$100,000 Per<br>Passenger                                  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |
| <b>Flight Training</b><br>Subpart F  | \$1,000,000                     | -----                                   | -----         | \$1,000,000 /<br>\$100,000 Per<br>Passenger                                  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |
| <b>Aircraft Charter and Air Taxi</b><br>Subpart G                                      | \$5,000,000                     | -----                                   | -----         | \$5,000,000  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |
| <b>Aircraft Storage</b><br>Subpart H   | \$1,000,000                     | -----                                   | \$1,000,000   | -----  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |
| <b>Specialized Commercial Flight<br/>Services</b><br>Subpart I                         | \$1,000,000                     | -----                                   | -----         | \$1,000,000 /<br>\$100,000 Per<br>Passenger                                  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |
| <b>Multiple Services</b><br>Subpart J  | \$1,000,000                     | \$1,000,000                             | \$1,000,000   | \$1,000,000 /<br>\$100,000 Per<br>Passenger                                  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | \$1,000,000 Per<br>Incident /<br>\$2,000,000<br>Aggregate |
| <b>Independent Operators</b><br>Subpart K  | \$1,000,000                     | -----                                   | -----         | \$1,000,000 /<br>\$100,000 Per<br>Passenger if Business<br>Operates Aircraft | \$1,000,000             | Statutory Limits        | -----                       | -----   |
| <b>Flying Clubs</b><br>Subpart L   | \$1,000,000                     | -----                                   | -----         | \$1,000,000 /<br>\$100,000 Per<br>Passenger                                  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |
| <b>Aircraft Management<br/>Services</b><br>Subpart M                                   | \$5,000,000                     | -----                                   | -----         | \$5,000,000  | \$1,000,000             | Statutory Limits        | 100% of<br>Replacement Cost | -----   |

Approved by St. Augustine – St. Johns County Airport Authority, 09/09/19.