RESOLUTION NO. # 18-2026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, ADOPTING THE REVISED MINIMUM SERVICE STANDARDS FOR AERONAUTICAL SERVICE OPERATORS AT KISSIMMEE GATEWAY AIRPORT.

WHEREAS, Article III, Airport Regulations, Section 8-94, Statement of Policy, authorizes the City to review and revise the *Policy, Regulations, and Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport* as necessary to protect the health, safety, and welfare of the public, ensure the efficient operation of the Airport, and maintain compliance with applicable airport regulations; and

WHEREAS, the City Commission has reviewed the proposed *Minimum Service Standards for Aeronautical Service Operators at Kissimmee Gateway Airport* and finds that adoption of the updated standards is necessary to replace the existing minimum standards, reflect current operational practices, and promote the safe, efficient, and orderly operation of the Kissimmee Gateway Airport; and

BE IT FURTHER RESOLVED that the City Commission of the City of Kissimmee adopts the revised Minimum Service Standards For Aeronautical Service Operators at Kissimmee Gateway Airport.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA IN LAWFUL SESSION ASSEMBLED AS FOLLOWS:

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 21st day of July, 2026.

KISSIMMEE Founded 1883 IN GOD WE TRUST

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo

Tameara Crespo, City Clerk

Approved as to form and legality:

Kalanit Oded

Kalanit Oded, City Attorney

Harbour

AUDIT TRAIL

Resolution # 18-2026 - Adopting Minimum Service Standards for Aeronautical Service Operators

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COMPLETED

MINIMUM SERVICE STANDARDS

FOR

AERONAUTICAL SERVICE OPERATORS

AT

KISSIMMEE GATEWAY AIRPORT

CITY OF KISSIMMEE

REVISED July 2026

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SECTION 1. PURPOSE, INTENT AND REQUIREMENTS

PURPOSE

1.01 The purpose of these standards is to allow for the establishment and orderly development of a sound economic base upon which the Airport will thrive and experience a stable growth pattern; to insure that the public receives reliable, safe, adequate and nondiscriminatory services from any Tenant conducting Aeronautical Activities at, or from the Airport; and to insure that all Tenants conducting Aeronautical Activities at the Airport receive fair, equitable, and nondiscriminatory treatment as compared to others conducting the same to similar activities at the Airport.

INTENT

1.02 The intent herein is to categorically identify those minimum standards and regulations by which all persons, firms or other legal entities engaging in commercial (revenue producing) or non-commercial Aeronautical Activities at the Airport shall conduct their respective operations.

1.03 The requirements, as set forth in these Minimum Standards, are intended to ultimately protect the public health, safety and other interests and, to foster and promote the continued development of the Airport in a safe and efficient manner. These Minimum Standards are not intended to be all inclusive. Operations and/or activities on the Airport will be subject to all applicable federal, state, and local laws, codes, ordinances, and rules and regulations pertaining to all such activities.

REQUIREMENTS

1.04 The requirements, as set forth in these Minimum Standards, are intended to ultimately protect the public health, safety and other interests and, to foster and promote the continued development of the Airport in a safe and efficient manner. Applicable laws and regulations include:

- Federal Aviation Act of 1958, as amended, and its precedent, Civil Aeronautics Act of 1938
- Surplus Property Act of 1944
- Civil Rights Act of 1964
- Airport and Airway Improvement Act of 1982
- Airport and Airway Safety and Capacity Expansion Act of 1987
- FAA Reauthorization Act of 1996
- FAA Modernization and Reform Act of 2012
- FAA Reauthorization Act of 2024

- FAA Order 5190.6B, Airport Compliance Manual
- Advisory Circular 150/5190-6, Exclusive Rights at Federally Obligated Airports
- Advisory Circular 150/5190-8, Minimum Standards for Commercial Aeronautical Activities

SECTION 2. IMPLEMENTATION AND APPLICATION

IMPLEMENTATION

2.01 It is intended that the implementation and application of these Minimum Standards shall be accomplished by the City through its appointed City Manager and Director of Aviation.

2.02 These Minimum Standards shall be published to all existing Operators and Tenants and shall be incorporated as a part of all future aeronautical lease/operating agreements or permits which the City may enter into relating to the Airport.

2.03 These Minimum Service Standards for Aeronautical Service Operators at Kissimmee Gateway Airport, dated July 2026 ("Minimum Standards"), shall fully amend, restate, and supersede all prior versions of the minimum standards in place at the Airport, as of the Effective Date.

APPLICATION

2.04 Any person(s), firm or legal entity wishing to obtain the right to operate and/or establish a leasehold on the Airport shall make written application to the City in the manner and form prescribed in these standards. The application to provide aeronautical services must be signed by all parties who have an interest in the business including each partner, director, or corporate officer. The Permit Application is shown as Appendix B. Application for permission to establish, acquire and/or use Airport land or any facilities thereon shall be exclusively within the purview of the City. The original application, together with all required documentation shall be submitted at the following address:

Kissimmee Gateway Airport
Director of Aviation
401 Dyer Boulevard
Kissimmee, FL 3474

2.05 Applicants shall furnish the following supporting documents as evidence of compliance with the category of aeronautical service applied for as well as organizational and financial capability at the time of application:

a. A detailed description of services to be offered and the business plan to provide such services.

b. Evidence of Applicant's past experience, providing similar services at a similar airport, financial capability, and technical ability to perform and/or develop the proposed services and facilities, including a statement of projected gross revenues and operating expenses for each of the first five (5) years of the proposed operations at the Airport.

c. The name(s), address(es) and telephone number(s) of the principal(s) of the business or entities having an interest equal to 51% or more of the assets or earnings of the operation and the proposed operating name of the business, as well as evidence of incorporation in the state of Florida, as applicable.

d. The number of people to be employed along with a description of their duties and responsibilities.

e. The tools, equipment, and inventory, if any, that applicant will furnish for the proposed service. The level of detail to be provided herein will be governed by the type of service and proposed terms of the same. That is to say, the required level of detail for a Fixed Based Operator versus an Specialized Aviation Service Operator will be different.

f. Include the amount of land required for the proposed service and any buildings or other facilities proposed to be constructed or facilities required, including a detailed site plan for the proposed operations. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.

g. Evidence of insurance with policy coverage that conforms to the Minimum Insurance Requirements as outlined in Appendix E.

h. The proposed date for commencement of the activity and the requested length of term to conduct same.

i. FBO Only – Applicant shall demonstrate to the City that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel and lubricants in such quantities as are necessary to meet estimated demand.

j. Such other information as the City may require.

ACTION ON APPLICATION

2.06 The City may deny any application, or reject any proposal to operate any

aeronautical service on the Airport, if, in its opinion, it finds any one or more of the following:

a. The Applicant does not meet published qualifications, standards and requirements established by these Minimum Standards.

b. The Applicant has supplied the City, or any other person, with false or misleading information, has misrepresented any material fact or has failed to make full disclosure in their application or in the supporting documents.

c. There is no appropriate, adequate or available space on the Airport to accommodate the Applicant at the time of application.

d. The proposed activity is not consistent with the Airport Layout Plan, available Airport facilities, or the safe and efficient operation of the Airport, as determined by the City in a manner consistent with applicable federal law and FAA requirements, including FAA review and concurrence where required.

e. The proposed activity requires the City to spend funds or to supply materials/manpower that the City is unwilling to spend or supply.

f. The proposed activity will result in depriving existing Operators of portions of the area in which they are operating; will result in congestion of Aircraft or buildings; or will unduly interfere with the operations of any present Operators, or prevent free access to such operations.

g. The proposed activity or operations have been or could be detrimental or interfere with the effectiveness of or accessibility to the Airport.

h. The Applicant, its principals or affiliates, have violated any of the Airport's rules, regulations, these Minimum Standards, the Code, the Federal Aviation Regulations, and/or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.

i. The Applicant, or any of its principals or affiliates, have defaulted in the performance of any lease or other agreement with the City or any of the City's Tenants/Operators.

j. The Applicant's or any of its principals' or affiliates' credit report or financial statement contain information that would create operational questions regarding the Applicant's abilities to conduct the proposed operation.

k. The Applicant does not have, or appear to have, access to committed or

secured operating capital necessary to conduct the proposed operation.

l. The Applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the City, the City of Kissimmee, the FAA or other appropriate governmental entities.

m. The Applicant, or its principals have been convicted of any crime, or has violated any county ordinances, state or federal laws, including but not limited to any felony or misdemeanor including moral turpitude or has been convicted of a public entity crime as defined in the Florida Statutes.

n. The City determines that the bid or proposal is not in the best interest of the health, safety, welfare, necessity or convenience of the traveling public or the Airport's obligation to make Airport facilities available on reasonable and not unjustly discriminatory terms..

o. In the event badging is implemented at the Airport, the Applicant or its principals are unable to qualify for unescorted access to the secure areas of the Airport. These requirements include criminal history records checks.

p. The City may request that the aeronautical service operator conduct its business through an agreement or sublease with an FBO.

APPEALS

2.07 An Applicant may appeal any decision of the City staff as to an application submitted under these Minimum Standards to the City Manager by delivering a written request for appeal prior to 5:00pm on the fifteenth (15th) day subsequent to issuance of the staff's decision. The request must state the specific reason(s) the Applicant believes the City staff made an incorrect decision. If after a review of the request for appeal the City Manager determines the request for appeal fails to include a specific and valid reason for an appeal, the City Manager will not consider the appeal and the staff decision will stand. In such case, the City Manager shall notify the Applicant in writing, of the fact that the appeal will not be considered. By failing to timely submit a written request for appeal to the City Manager, an Applicant shall be deemed to have waived the right to any further review of the decision of the City staff.

a. The City Manager shall not consider any evidence that was not presented to the City staff as part of the Applicant's Application pursuant to these Minimum Standards for its consideration.

b. The City Manager shall provide the determination in writing thirty (30) days after delivery of the Applicant's written request to appeal to the City. The

City Manager may uphold or reverse the decision of the City staff.

SECTION 3. DEFINITIONS

The following terms used in these Minimum Standards shall have the meanings as follows:

3.01 Aeronautical Activities – shall mean any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. "Commercial" aeronautical activities shall mean any activity by any person(s), firm or legal entity intended to result in a monetary gain: "noncommercial" aeronautical activities shall mean any activity by any person(s), firm or legal entity intended for their own benefit without the intent of monetary gain.

3.02 Aircraft – shall mean and include all contrivances now or from now on used for flight, including but not necessarily limited to airplanes, blimps, rotorcraft, gliders, and free balloons.

3.03 Airport – shall mean the aeronautical lands, known as the Kissimmee Gateway Airport, and all developments thereon. Lands abutting the Airport granted through-the-fence rights shall also be considered part of the Airport. The Airport shall also include, but not necessarily be limited to all runways, taxiways, rights-of-way, ramps, aprons, aircraft and vehicle parking areas, storage areas of all kinds and descriptions, improvements, utilities, facilities or other real property, necessary or convenient, or desirable, for the landing, takeoff, accommodation or servicing of aircraft of all types.

3.04 Airport Layout Plan (ALP) – shall refer to the Airport Layout Plan for the Kissimmee Gateway Airport, as amended from time to time.

3.05 Airport Operations Area (AOA) – shall mean any runway or parallel taxiway at the Airport.

3.06 Airport Operations Coordinators – shall refer to the Airport Operations Coordinators at the Airport.

3.07 Applicant – shall mean those person(s), firms, or legal entities wanting to acquire use of part of the Airport, or establish or use any facility on the Airport for an aeronautical activity or other purpose, and who have applied in writing and in the manner and form prescribed for permission to establish such operations on the Airport.

3.08 Aviation Gasoline (AVGAS) – shall refer to aviation gasoline.

3.09 City – shall mean the City of Kissimmee, Florida, a municipal corporation existing

under the laws of the State of Florida, as owner and operator of the Airport, and shall extend to include its several officers, agents and employees.

3.10 City Manager – refers to the then current City Manager of Kissimmee, Florida.

3.11 Code – shall mean the Land Development Code, the Fire Code and the Building Code of the City.

3.12 Commercial Activity – shall mean any activity conducted for compensation, direct or indirect, and any activity incidental thereto. The charging of fees by any person, whether or not resulting in a profit or gain, shall be deemed to constitute the receipt of compensation and any activities conducted by such persons in consideration therefore shall be deemed a commercial activity.

3.13 Contract Security – shave have the meaning as set forth in Paragraph 4.41.

3.14 Co-Op Fueling – means an organization formed by several Aircraft owner's for self-fueling purposes.

3.15 County – refers to Osceola County, Florida.

3.16 Director of Aviation – refers to the then current Director of Aviation for the Airport, or their designee.

3.17 Effective Date – shall mean July 21, 2026.

3.18 Federal Aviation Administration or FAA – shall mean the federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation.

3.19 Fire Chief – refers to the then current Fire Chief for the City of Kissimmee, Florida.

3.20 Fixed Base Operator or FBO – shall mean the primary service provider to general aviation at the Airport that provides fueling, line services, hangar rental, aircraft maintenance, pilot lounge and/or other services.

3.21 Flight Training – is instruction received from a flight school or flight instructor in an aircraft, in ground training, or in an aircraft simulator.

3.22 Follow-Me Vehicle – shall mean a vehicle used at the Airport to guide Aircrafts during ground operations.

3.23 Just In Time Contract – shall mean a contract with a third-party supplier whereby parts, equipment, and/or accessories are delivered within two (2) calendar days after a customer order is received by the Operator.

3.24 Leasehold Improvement – shall include, but not necessarily be limited to, any modification, alteration, or repair, either of structural or architectural nature, accomplished by the tenant at their sole cost and expense. Any such improvement shall begin only after the City has approved the tenant's written application requesting same. In all instances, unless provided otherwise in the lease/operating agreement, upon the termination or natural expiration of a lease/operating agreement, title to such improvements shall revert to the City, at the option of the City.

3.25 Minimum Insurance Requirements – shall refer to Appendix E, attached hereto and incorporated herein.

3.26 Minimum Standards – shall have the meaning as set forth in Paragraph 2.03.

3.27 MOGAS – shall refer to automotive gasoline.

3.28 National Fire Protection Association – shall refer to the National Fire Protection Association, a nonprofit established in 1896.

3.29 Occupational Safety and Health Administration (OSHA) – shall refer to the Occupational Safety and Health Administration, as established by the OSH Act of 1970.

3.30 Operator – shall mean any person(s), firm, company, joint venture, partnership, or corporation engaging in any commercial Aeronautical Activity on the Airport. An Operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aeronautical Services Operator.

3.31 Original Equipment Manufacturer – shall mean

3.32 Owner – shall mean the City of Kissimmee, Florida.

3.33 Permit Agreement – refers to a license agreement, in writing, granting the right to conduct specific activities at the Airport for up to one (1) year.

3.34 Permit Application – shall refer to Appendix B, attached hereto and incorporated herein.

3.35 Portable Fuel Tank (Bowser) – means any portable (trailer mounted) fuel tank, or fuel truck serving as such, used to store and dispense aviation type fuels to aircraft in lieu of a FBO refueling vehicle. Portable Fuel Tank permit holders may NOT import fuel from off-airport sources. Fuel must be purchased from an existing FBO.

3.36 Specialized Aviation Services Operator or SASO – shall mean an Operator that is authorized to engage in the specialized Aeronautical Activities addressed in these Minimum Standards.

3.37 Standard Construction Specifications – shall include, but not necessarily be limited to: (i) the FAA's *Standards for Specifying Construction of Airports*, and (ii) all other applicable Federal, state, county, local and/or Airport building codes or other rules and/or regulations controlling construction on public airports.

3.38 South Florida Water Management District – refers to the South Florida Water Management District for the State of Florida, as established by the Florida Legislature in Chapter 373, Florida Statutes.

3.39 Through-the-Fence Activity – shall refer to the ground access onto Airport property by Aircraft stored and serviced on adjacent property.

3.40 Tenant – shall mean any person(s), firm or legal entities who have applied for and received written permission to establish a leasehold or other right at the Airport whether for commercial activity or not.

SECTION 4. GENERAL POLICIES AND REQUIREMENTS

GENERAL POLICIES

4.01 **I**ntroduction. These general policies are applicable to all activities regulated by these Minimum Standards and are in addition to the specific policies set forth in each section.

4.02 Qualified Applicants. It is the policy of the City to grant a lease and/or operating rights on the Airport to those qualified Applicants who have applied for said lease rights in the manner and form prescribed. Each Applicant shall be responsible to satisfactorily evidence to the City, their respective technical ability and financial responsibility, including the capability to meet the insurance requirements as stated herein. All Applicants shall meet these Minimum Standards as a prerequisite to conducting any Aeronautical Activities on the Airport.

4.03 Review of Applications. It is the intent of the City to examine each application on its own merit. Upon considering the Applicant, the City will determine whether the Applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions. It is the intention of the City to enter into and execute a lease/operating agreement with the approved Applicant as soon as possible after such application is approved.

4.04 Transfer Restrictions. No application approved, or lease and/or operating agreement executed under these Minimum Standards shall be transferable without first obtaining the prior consent of the City. Sale of a majority of voting stock of a corporation shall be deemed to be a transfer which consent cannot be unreasonably withheld.

4.05 Airport Layout Plan. It is the City's intent to have prepared, and make available, a current Airport Layout Plan that will be scaled, dimensional layout of the entire Airport property, indicating, overall, the current and proposed usage for each identifiable segment.

4.06 Existing Tenants. All existing Tenants/Operators with approved leases/permits conducting operations on the Airport, before the Effective Date, are "grand-fathered" and will be allowed to continue operations without fully complying with these Minimum Standards if, and only if, the City determines that the continuation of such an operation is in the public interest and does not conflict with any FAA requirement, or if the City determines that it would be an extreme hardship, financial or otherwise, for such a Tenant/Operator to comply with these Minimum Standards fully. When an existing lease of any present Tenant, who according to this subsection has not been required to comply with these Minimum Standards

fully, is extended, renegotiated, or amended such Tenant shall be required to comply, within a reasonable time, with all applicable provisions of these Minimum Standards. It shall be the policy of the City to afford ample time for each Tenant to come into compliance with these Minimum Standards. Each Tenant's situation will be reviewed on an individual basis and an equitable arrangement will be negotiated and documented in the new or amended lease document. Portable Fuel Tanks (Bowsers) will not be "grand-fathered".

4.07 Right to Amend. The City may review these Minimum Standards from time to time and may make such revisions or amendments as shall be deemed necessary under the circumstances surrounding the Airport to properly protect the health, safety and interest of the public. Upon enactment of any such amendments, all Operators and Tenants shall be required to conform to such amended standards, as stated herein.

4.08 Right to Regulate. In addition to any FAA requirements, the City may establish and set up such rules and regulations as may be required for the (i) safe and orderly operation of the Airport, (ii) the safe and orderly operation of Aircraft in the Airport traffic area and airspace surrounding the Airport, (iii) the safe and orderly operation of Aircraft on the ground.

4.09 City Approval Required. No person(s), firm or legal entities shall act as an Operator/Tenant or conduct any commercial activity of any kind or nature at all on the Airport, until that person(s), firm or legal entities have (i) applied for and received permission to so act, and (ii) has entered and executed a lease/operating agreement with the City. Each successful Applicant shall, within thirty (30) business days after having received written approval of their application be ready, willing, and able to enter a written lease/operating agreement with the City, in a form and manner prescribed by the City. For an air charter operation that is not based at the Airport but operates to and from the Airport, the payment of all applicable landing, parking or other levied fees by the non-based air charter operation shall be deemed sufficient to meet the requirements of this paragraph.

4.10 Annual Rent. All lease/operating agreements shall contain a covenant reciting the Operator's obligation to pay an amount for the basic annual rental of agreed space. Such stipulation and covenant will be recited in the applicable lease/operating agreement.

4.11 Commercial Activity Restrictions. No revenue producing aeronautical related operation shall be conducted out of a T-hangar or private hangar without the prior written permission of the City.

4.12 Co-Op Fueling. Co-Op Fueling is strictly prohibited at the Airport.

4.13 Sublease Agreements. Lease holders who desire to sublease property for uses other than simple Aircraft storage and office rental must make a formal written request. Any sublease activity that falls under an established category in these Minimum Standards will be required to comply with all provisions specified for that particular category, including insurance. In no case will a sublease agreement be approved if, in meeting the provisions of these Minimum Standards, the original lease does not retain sufficient acreage, space, etc. to meet its own requirements under these Minimum Standards.

a. All sublease agreements between an authorized Operator with another commercial entity providing a service set forth herein must receive prior written approval of the City and must be on file with the City.

b. In the context of a sublease, and as noted in the individual SASO categories set forth in these Minimum Standards, some requirements may be met through an approved sublease with an FBO.

4.14 Subcontracting. An FBO may not subcontract any fueling services. Generally, a SASO may not subcontract any of the services they are authorized to provide. Exceptions are noted in the individual SASO categories.

4.15 Compliance with Laws and Rules & Regulations. All Tenants/Operators and persons entering the Airport property agree to abide by and conform with all rules and regulations, laws, standards, requirements, and ordinances promulgated by the Federal Government, the State of Florida, the County, and the City.

4.16 Non-Discrimination. All Operators shall assure that they will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefitting from federal assistance. This provision obligates the Operator or its transferee for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the Operator for the longer of the following periods: (a) the period during which the property is used by the City or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

4.17 Multiple Activities by a Single FBO: Whenever an Operator engaged in Commercial

Activity conducts multiple activities pursuant to one lease, license, permit or agreement with the City, such Operator must comply with these Minimum Standards for each separate activity being conducted. If the minimum standards for one of the Operator's activities are inconsistent with the minimum standards for another of the Operator's activities, then the minimum standards which are most beneficial to the City, and/or which are most protective of the public's health, safety and welfare, shall apply.

4.18 Personnel, subtenants, and invitees; control and demeanor. Each Operator engaged in Commercial Activity shall employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its lease, license, permit or agreement. Each Operator must control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the City concerning the conduct or demeanor of any such person, the Operator shall immediately take all lawful steps necessary to remove the cause of the objection. Each Operator shall conduct its operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

4.19 Waiver or modification of standards: The Director of Aviation may waive or modify any portion of these Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. The City Manager may waive or modify a provision of these Minimum Standards upon a written determination that: (i) strict application of the provision is not necessary to protect safe and efficient Airport operations under the particular circumstances presented; (ii) the waiver or modification is consistent with applicable law and the Airport's federal obligations; and (iii) the waiver or modification will not result in unjust discrimination among similarly situated Tenants or Operators.

4.20 Time. Time periods shall be counted in calendar days, unless specified otherwise. Any deadline that falls on a Saturday, Sunday, or federal holiday shall automatically be extended to the next business day.

4.21 Severability. If one or more provisions of these Minimum Standards are held to be unlawful, it shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

4.22 Construction Plans. The details for construction of structures and other facilities are not included in these Minimum Standards. All site plans, new construction, remodeling projects, color schemes, and signage proposed by a Tenant/Operator are reviewed and approved by the Director of Aviation before submission to the City for permitting. All new construction must meet the Code, including the fire code.

4.23 Aircraft Noise Abatement. The Airport is interested in reducing noise impacts to residents who live within proximity to the Airport. Consequently, the Airport has established voluntary noise abatement and mitigation measures pursuant to its Part 150 Noise Study Submittal. As applicable, and to the extent practicable, all Aircraft and/or pilots utilizing the Airport are requested to honor said noise abatement and mitigation measures whenever possible.

4.24 Through-the-Fence Activity. Through-the-Fence Activity is strictly prohibited.

4.25 Non-Aviation Use of Hangars. Non-aviation use of hangars is strictly prohibited absent prior written approval from the City.

4.26 Public Records. The City is a governmental entity and therefore all materials provided to the City under these Minimum Standards are presumed by the City to be non-confidential and subject to disclosure or inspection pursuant to Florida's Public Records law, Chapter 119 of the Florida Statutes.

4.27 Smoking. Smoking is permitted in designated areas in accordance with Florida State Chapter 386, FAR 139.321.

4.28 Minimums. Minimum Standards establish a template for safe Tenant/Operator operations, minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services, address environmental liability issues, reduce liability issues, and minimize accident exposure. Minimum Standards set the format by which the City staff can review requests for business activity on the Airport and respond to them. It should be noted that these Minimum Standards are not to be construed as setting forth the desirable size of land area or structure for a particular Operator. In this regard, the prospective Tenant/Operator may find that in order to establish an economically feasible business, which will yield a satisfactory return on their investment, the requirement for land, area, equipment and/or structures, etc. will be in excess of the Minimum Standards.

4.29 Right to Inspect. The City reserves the right to inspect all Airport premises, including leased premised, together with all structures and/or improvements, Aircrafts, equipment, licenses, registrations, and all applicable records at any time.

GENERAL REQUIREMENTS

4.30 Introduction. These general requirements are applicable to all activities regulated by these Minimum Standards and are in addition to the specific standards set forth

in each section.

4.31 Licenses, Permits, Certifications. An Operator shall obtain, at its sole expense, all licenses, and governmental permits necessary for the conduct of the Operator's activities at the Airport and required by the City or any other duly authorized governmental agency having jurisdiction. An Operator may not engage in any operations at the Airport prior to obtaining any certifications that may be required by the FAA. An Operator shall, at the request of the Director of Aviation, furnish the City with copies of these certifications and other documentation.

4.32 Secure Premises: All Tenants/Operators are responsible for ensuring their operations and/or leasehold cannot be used as a point of unauthorized access to the Airport by pedestrians or vehicles. Care must be taken to ensure access in controlled areas both during the hours of operation as well as non-operating hours. The City reserves the right to impose additional security measures based on threat vulnerability estimates at any time.

4.33 Disabled Aircraft. Operators engaged in Commercial Activity involving Aircraft, who lease or sublease property at the Airport, must have in place procedures, trained employees and equipment to remove disabled company Aircraft from the Airport Operations Area (AOA), defined as any runway or parallel taxiway. Individual owners of based Aircraft must be similarly prepared to respond to removal requests. Upon notification of a disabled Aircraft, Operators must immediately attempt to initiate the removal process, with the goal of completing removal within 30 minutes when conditions permit. However, the 30-minute removal timeframe may be extended when circumstances require specialized recovery procedures, including but not limited to: structural damage assessment, mud or soft surface conditions, complex rigging operations, or situations requiring specialized equipment or expertise. After-hours incidents shall follow the same response protocols, with Tenants/Operators maintaining 24-hour contact procedures for emergency response. This disabled aircraft removal requirement may be performed by an FBO or other qualified entity, provided written agreement signed by both parties exists is on file with the Director of Aviation. All recovery operations must prioritize safety and may require coordination with airport operations and emergency services.

4.34 Equipment. Unless specified otherwise, the equipment requirements stated in these Minimum Standards shall be deemed satisfied if the Operator owns, leases, or otherwise has sufficient access to the equipment needed to provide the applicable Aeronautical Activities promptly on demand without causing any flight delays or other operational impacts on Aircrafts at the Airport. All equipment must

be maintained in operating condition and good appearance. The equipment must be painted in a uniform manner with the company name and logo prominently displayed.

4.35 Vehicles. All vehicles operating at the Airport shall have the required permits and registrations, including permits for operation on the AOA, issued by the City or FBO. All vehicles shall be properly identified with the company logo and other markings on the side of the vehicle. All vehicles must be properly illuminated with a light beacon on the top for maximal visibility. The only vehicles permitted to be on ramps are those required for the furtherance of Aeronautical Activities. Vehicles in the movement area and crossing runways should be kept at a minimum.

4.36 Right to Self-Service. An Aircraft owner or Operator with exclusive control of an Aircraft or that person's employees may perform services (fueling, maintenance, repair, or cleaning) on that person's Aircraft utilizing that person's vehicles, equipment, and resources (self-service).

a. An owner or Operator with exclusive control of the Aircraft who engages in self-service activities may not perform services for others for compensation or hire. The right to engage in self-service activities is conditioned upon compliance with applicable regulatory measures. The right to engage in self-service fueling requires a written agreement with the City to allow use of a portion of City property for self-service fuel. This provision does not apply to customers fueling their Aircraft from an FBO-owned self-fueling facility.

b. If the right to self-service is not exercised by the Aircraft owner or Operator with exclusive control of the Aircraft, the Aircraft owner or Operator is only permitted to have that Aircraft fueled through the FBO, and maintained, repaired or otherwise serviced at the Airport by those Operators authorized to engage in such commercial activities at the Airport under an agreement with the City.

4.38 Self-Fueling Aircraft with MOGAS. The following requirements pertain to all Airport users using MOGAS, instead of AVGAS, in their Aircraft:

a. Permit. All MOGAS self-fueling operations will be governed by a permit issued by the City at the then applicable rate for commercial use and non-commercial use. Permits shall be valid for one (1) year. A permit must be

issued for each Aircraft subject to self-fueling operations. The permit must be affixed in the manner prescribed by the City only to the Aircraft identified in the Supplemental Type Certificate (STC) or Experimental Airworthiness Certificate (EAC), as applicable.

b. Fuel. MOGAS must meet ASTM D-439-58 standards at the time of delivery into the Aircraft. MOGAS may be substituted for AVGAS in only those Aircraft for which an individual STC has been approved by the FAA. A copy of the individually held STC must be on file with the City.

c. Refueling Operations. Airport users not operating under a lease contract with the Airport to conduct fueling operations must refuel only in areas designated for that purpose. Refueling of Aircraft in a hangar or building is strictly prohibited.

- Maximum container size used for transport and storage of MOGAS shall not exceed 5 gallons and must be approved by the Fire Chief, or other appropriate authority.

- Pumps, either hand or power operated, shall be used to transfer fuel from the MOGAS container into the Aircraft. Pouring or gravity flow transfer of fuel is strictly prohibited. The transfer of fuel from the storage tank of a ground-based vehicle (e.g., an automobile) is strictly prohibited.

- Storage of MOGAS in any amount in a hangar, building, or tie-down area is strictly prohibited.

- Transportation of MOGAS onto or off of the Airport must be done according to the regulations established by the Fire Chief, or other appropriate authority.

d. Personnel. Aircraft owners and operators engaged in refueling operations shall be properly trained in fuel handling and associated safety procedures and shall follow all standard industry best practices for Aircraft refueling operations.

4.39 Insurance. Operators shall procure and continuously maintain in effect throughout the term of its activities upon the Airport at Operator's sole expense, insurance of

the types and in at least such minimum amounts as set forth by the City of Kissimmee, as amended from time to time. Insurance documents shall name the City as an additional insured and contain provisions for insurance, indemnification and applicable environmental requirements as required by the City. Insurance documents shall be forwarded to the City Manager and Director of Aviation annually. Operators shall indemnify and hold harmless the City from any claim arising from their operations on Airport property.

4.40 Hazardous Materials. Each Tenant/Operator shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and all City rules, regulations and requirements pertaining to the protection of the environment, including but not limited to those regulating the storage, handling, and disposal of waste materials.

a. During the term of any permit, neither Operator nor any agent or party acting at the direction or with the consent of Operator shall treat, store, or dispose of any Hazardous Substance on the Airport without the prior written approval of the City.

b. Operator shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless City from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, fines, costs and expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable Attorneys' Fees) and damages arising out of, or as a result of, (i) any Release by Operator of any Hazardous Substance placed into, on or from the Airport by Operator; (ii) any contamination of the Airport's soil or groundwater or damage to the environment and natural resources of the Airport, that are the result of actions by Operator occurring during use of the Airport permitted through these Minimum Standards, whether arising under CERCLA or other statutes and regulations, or common law; and (iii) any toxic, explosive or otherwise dangerous materials or Hazardous Substances which have been buried beneath, concealed within or released on or from the Airport by Operator during use of the Airport permitted by these Minimum Standards.

4.41 Contract Security. All Operators that are direct tenants of the City are required to maintain a security deposit with the City. Such Contract Security shall be equal to an estimate of six (6) months' fees or other charges to be payable by the Operator

to the City in connection with its operations at the Airport. The Operator shall, prior to commencing operations at the Airport, provide the City with a cash deposit, contract bond, irrevocable letter of credit, or other security acceptable to the City to guarantee the faithful performance by the Operator of its obligations under the applicable Lease and/or Permit Agreement or such other agreement with the City. The City shall review the Contract Security periodically and based on the Operator's payment history for the previous twelve (12) consecutive months, shall revise the amount to be in compliance with the requirements stated above.

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

4.43 Required Fees and Payments. The exact fees and payments will be determined based on the category of operator, the established Airport rates and charges, and shall be incorporated into the Permit Agreement, Lease, or sublease.

SECTION 5. FIXED BASE OPERATOR (FBO)

INTRODUCTION

5.01 This Section 5 sets forth the minimum standards for a Fixed Base Operator (FBO) at the Airport. In addition to the General Policies and Requirements for all Operators in Section 4, each FBO shall meet the requirements as set forth in this Section 5.

SCOPE OF ACTIVITY

5.02 FBOs engage in and furnish a full range of Aeronautical Activities and aeronautical services for the public, which shall include, at a minimum, the following:

a. FUELING. Must engage in the business of full-service retail sales and into-plane dispensing of aviation fuels to aircraft on their leasehold area. May, but is not required to, engage in self-service retail sales of aviation fuels on their leasehold area. Subject to City approval, FBOs are permitted to provide "into-plane" or contract fueling at other areas on the Airport.

b. GENERAL AVIATION SUPPORT SERVICES. Must provide numerous support services to the flying public. Must provide pilot lounges, conference rooms, flight planning areas, weather services, hangar storage, Aircraft tie-down, ground handling, rental cars, and in addition may provide Aircraft interior and exterior cleaning, catering, limousine services, aircraft charter (FAR 135) and gratuitous passenger transportation.

c. EMERGENCY ASSISTANCE. Must coordinate and provide assistance on behalf of the owner/pilot of a disabled general aviation Aircraft on the Airport. This includes recovery, towing or transporting disabled Aircraft to the FBO's ramp at the request of the owner or Operator of the disabled Aircraft.

d. COLLECTION AGENT. The Operator may, at the City's request and subject to the terms and conditions of the agreement between the Operator and the City, serve as a collection agent with respect to any landing fees which are applicable to Aircrafts using the Airport.

e. OTHER SERVICES. May provide other specialized aeronautical services and Aeronautical Activities on its leasehold area not addressed in its lease agreement, subject to obtaining prior written approval from the City. The request to conduct other services will be reviewed and approved on a case-by-case basis.

LEASED PREMISES AND FACILITIES

5.03 Must lease from the City an area of not less than eight (8) contiguous acres and provide, by constructing or leasing, a building that provides adequate space (minimum of 8,000 square feet) to conduct the business or businesses provided for in the lease agreement with the City, including a terminal building with a minimum of 5,000 square feet of lounge, offices, and flight planning facilities, pilot waiting areas, public restrooms, and dedicated internet access. The building shall meet all applicable Codes and be properly conditioned and lighted.

5.04 Must lease or construct hangar facilities to provide a minimum of 30,000 square feet for Aircraft storage. Must provide at least one (1) Aircraft storage hangar of not less than 14,000 square feet and suitable for Aircrafts with up to 100 feet wingspan and 28 feet height.

5.05 If the Operator elects to provide aircraft maintenance services, either directly or through a contract with an approved sublessee, then an additional minimum of 3,000 square feet of shops and spare parts storage shall be constructed or leased but does not have to be in the same building as the terminal.

5.06 Must provide a paved apron of concrete rigid pavement or flexible asphalt surface of not less than 180,000 square feet with fuel resistant sealcoating within the leased area.

5.07 Must provide a paved taxilane within and without the leased area to satisfy Aircraft movement from the FBOs facilities to the existing Airport taxiway system.

5.08 Must provide adequate paved automobile parking space within the leased area in accordance with the Code. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lots must include security lighting.

FUELING SERVICES

5.09 Must provide a full range of approved retail fuel services, including jet fuel and AVGAS.

5.10 Any Tenant who maintains fuel storage facilities that are subject to registration by the State of Florida shall be required to purchase a Pollution Liability Policy. This policy shall name the City as an additional insured and shall be in such amount as recommended by the City's insurance carrier and as set forth in Appendix E.

5.11 In conducting refueling operations, every Tenant shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity

and shall provide fire extinguishers or other equipment, approved by the National Fire Protection Association, of such types and in such numbers as are commensurate with the hazards involved in refueling and servicing Aircraft.

5.12 Fuel Equipment. Must provide at least one (1) ten-thousand-gallon fuel storage tank for AVGAS and (1) twenty-thousand-gallon fuel storage for JETA and maintain an adequate supply of the product. Must provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. Separate dispensing pumps and meters are required for each grade of fuel. Fuel storage tank areas must meet the design standards specified by the Airport to ensure compliance with the South Florida Water Management District best practices and other regulatory documents. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

5.13 Fuel Storage. Must provide for a supply of aviation fuels either in owned or leased fuel storage tanks located at a fuel farm within its lease boundary with minimum capacities as follows:

- 10,000 gallons - AVGAS
- 20,000 gallons - JETA

GROUND SUPPORT AND SERVICE EQUIPMENT

5.14 The FBO shall either procure, or have access to, tools, jacks, tugs, towing equipment, tire repairing equipment, ground power units, emergency starting equipment, portable compressed air and nitrogen tanks, oxygen cart and supplies, fire extinguishers, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation vehicles and a Follow-Me Vehicle, as appropriate and necessary for the servicing for the types of Aircraft normally expected to use the FBO facilities.

5.15 All equipment must be maintained and operated according to federal, state, local and/or Airport codes. At least one (1) aircraft tug and one dedicated airport golf cart, or other suitable ramp transport vehicle, must be operational at all times.

MOBILE DISPENSING EQUIPMENT

5.16 Must provide at least four (4) metered filter-equipped mobile dispensing trucks for dispensing aviation fuels, with separate dispensing pumps and meters required for each type of fuel.

a. At least two (2) of the mobile dispensing trucks must be used for turbine (Jet A) fuel with a minimum capacity of at least 3,000 gallons.

b. At least two (2) of the mobile dispensing trucks must be used for AVGAS (100LL) fuel with a minimum capacity of at least 3,000 gallons.

5.17 All dispensers must have bottom-refilling capabilities and turbine fuel dispensers must have single point refueling capabilities. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

PERSONNEL AND TRAINING

5.18 Line Service. Must have at least two (2) fully trained and qualified fuel service personnel shall be on duty at all times while the facility is open for business. A responsible and qualified supervisor/manager/lead should be available at all times. One of the fuel service personnel may be the supervisor/manager/lead.

5.19 Maintenance. Must have at least one (1) appropriately certified aircraft mechanic shall be made available promptly upon request. The FBO can meet this requirement by contracting with a SASO authorized to conduct aircraft maintenance at the Airport.

5.20 Customer Service. Must have at least one (1) customer service personnel shall be on duty at all times while the facility is open for business.

5.21 All fuel and line service personnel shall be suitably uniformed with the name of the company prominently displayed.

5.22 All fuel service personnel shall have successfully completed an approved line technician safety course which meets or exceeds 14 CFR Part 139, section 321. National Air Transportation Association (NATA) or equivalent is acceptable.

5.23 Must have in their employment and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards as set forth in this category of services in an efficient manner. Employees must be certified through an approved training organization, such as the National Air Transportation Association (NATA). Employees working as supervisors must be certified as a supervisor through a certified training program. Personnel shall be trained

in operating the firefighting equipment, such as fire extinguishers.

HOURS OF ACTIVITY

5.24 Must have the leased premises open for Aircraft fueling and line services from 7:00a.m. to 10:00 p.m. daily, every day, including holidays or during such other hours as may be mutually agreed upon in writing by the City and FBO. All FBOs shall remain on call twenty-four (24) hours a day, seven (7) days a week.

STANDARD OPERATING PROCEDURES

5.25 Must provide usual and customary cabin and aircraft services on the ramp or apron parking areas, but only within the premises leased to the Tenant. The Tenant may perform minor or major repair services or may contract for this service.

5.26 Must provide for the adequate and sanitary handling and disposal away from the Airport, of all trash, waste, and other materials, including but not limited to: used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.

5.27 If the FBO provides self-service fueling, it must designate a place for self-fueling within its leasehold, as approved by the City.

AIRCRAFT REMOVAL

5.28 FBO's are assumed to be responsible for disabled Aircraft handling for all subtenants' Aircraft and transient Aircraft with reservations. When determined by the Director of Aviation or his or her designee, which automatically includes all Airport Operations Coordinators, multiple FBO employees and equipment will be utilized to remove disabled Aircraft.

5.29 In addition to the disabled Aircraft removal requirements set forth in Section 4.33, the Operator must maintain adequate equipment and trained personnel to remove disabled Aircraft with a gross weight up to 12,500 pounds, from the Airport Operations Area (AOA). The Operator must establish and maintain comprehensive policies and procedures for the notification and initiation of appropriate action plans for accidents, emergencies, and after-hours incidents, and shall ensure personnel receive

proper training on these procedures.

LEASE AGREEMENT

5.30 Must execute an FBO Lease Agreement with the City as a prerequisite to tenancy on the Airport and the commencement of any operations thereon.

5.31 Each FBO must provide the City with a signed copy of all agreements or contracts with any Specialized Aviation Services Operator or any other commercial subtenants or sublessees.

5.32 Each FBO must advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial subtenant by using the form supplied in Appendix D of these Standards.

5.33 Must be duly licensed by the City and County.

5.34 Insurance documents must indemnify and hold harmless the City from any claim arising from the FBO's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

REQUIRED FEES AND PAYMENTS

5.35 Information relating to rental fees and charges applicable to the aeronautical services included herein will be made available to the prospective FBO at the time of application or during lease negotiations.

SECTION 6. AIRFRAME AND POWERPLANT REPAIR SERVICES

INTRODUCTION

6.01 This Section 6 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who provides Airframe and Powerplant Repair Services. In addition to the General Policies and Requirements for all Operators in Section 4, each Operator who provides Airframe and Powerplant Repair Services shall meet the requirements as set forth in this Section 6.

SCOPE OF ACTIVITY

6.02 This Operator is a person, firm, corporation, or other entity providing maintenance, repair, rebuilding, alteration, or inspection of Aircraft or any of its component parts.

LEASED PREMISES & FACILITIES

6.03 Must lease an area from the City, or sublease from another Tenant, of not less than 30,000 square feet and provide, by constructing or leasing, a hangar, including shop facilities, that has adequate space to accommodate all of the Operator's equipment and to conduct the activities allowed in the lease agreement with the City. The hangar shall meet all building requirements set forth in the Code and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

6.04 Must provide a paved taxiway within and without the leased area to satisfy Aircraft movement from the Operator's facilities to the existing Airport taxiway system.

6.05 Must provide adequate paved automobile parking space within the leased area to accommodate all of the Operator's employees and customers. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lots must include security lighting.

HOURS OF ACTIVITY

6.06 Must be open, and services made available at least eight (8) hours a day, five (5) days a week.

6.07 Must provide for services during off-hours through an on-call system with a reasonable response time.

EQUIPMENT

6.08 Must always keep adequate equipment on hand, including tools, jacks, lifts, and testing equipment to perform Aircraft maintenance, as required under the Operator's FAA certificate.

6.09 Must always maintain an adequate supply of all necessary parts, equipment, and accessories as are required to support the Operator's contract customers. This requirement may be satisfied by a Just In Time Contract with a parts supplier.

PERSONNEL & TRAINING

6.10 Must be duly licensed by the City and County.

6.11 Must provide certified A&P/IA personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

6.12 Must have employed and on duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating, plus one (1) additional person, not necessarily rated.

6.13 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

LEASE AGREEMENT

6.14 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security as required by these Minimum Standards.

6.15 Requirements contained in this Section 6 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

6.16 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 7. AVIONICS, INSTRUMENT & PROPELLER REPAIR SERVICES

INTRODUCTION

7.01 This Section 7 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Avionics, Instrument & Propeller Repair Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Avionics, Instrument & Propeller Repair Services shall meet the requirements as set forth in this Section 7.

SCOPE OF ACTIVITY

7.02 This Operator provides maintenance and repair of Aircraft radios, propellers, instruments, and accessories for Aircraft. May also engage in the business of the sale of new or used Aircraft avionics, propellers, instruments, or accessories. The Operator must hold the appropriate Federal Communications Commission licenses and/or certificates, if applicable.

LEASED PREMISES & FACILITIES

7.03 Must lease an area from the City, or sublease from another Tenant, of not less than 30,000 square feet and provide, by constructing or leasing, a building that has adequate space to conduct the activities allowed in the lease agreement with the City. The building shall meet all applicable City codes and be properly conditioned and lighted; and shall provide public telephone facilities for customer use.

7.04 Must provide a paved taxiway within and without the leased area to satisfy Aircraft movement from the Tenant's facilities to the existing Airport taxiway system.

7.05 Must provide adequate paved automobile parking space within the leased area to satisfy all of the Operator's employees and customers. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lots must include security lighting.

HOURS OF ACTIVITY

7.06 Must have the premises open and services made available a minimum of eight (8) hours daily, five (5) days a week.

EQUIPMENT

7.07 Must always keep adequate equipment, tools, and testing equipment on hand to perform the Operator's Aeronautical Activities, as required by the FAA.

7.08 Must maintain an adequate supply of all necessary parts, equipment, and accessories, at all times, as are required to support the Operator's contract customers. This may be satisfied by a Just In Time Contract with a supplier.

PERSONNEL & TRAINING

7.09 Must provide certified A&P/IA personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

7.10 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

7.11 Must be duly licensed by the City and County.

LEASE AGREEMENT

7.12 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

7.13 Requirements contained in this Section 7 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

7.14 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 8. MANUFACTURER MAJOR SERVICE CENTER SERVICES

INTRODUCTION

8.01 This Section 8 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Manufacturer Major Service Center Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Manufacturer Major Service Center Services shall meet the requirements as set forth in this Section 8.

SCOPE OF ACTIVITY

8.02 This Operator is a service center operator who provides maintenance, repair, rebuilding, alteration or inspection of an Aircraft or its component parts by the Original Equipment Manufacturer. A Major Service Center (Center) is intended to be a large regional facility and must be certified by the Federal Aviation Administration under FAR 65 and FAR 145 to perform aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certificate. This category shall also include the sale of aircraft, aircraft parts, and accessories, and fuel but such is not an exclusive right.

LEASED PREMISES & FACILITIES

8.03 Must lease directly from the City at least eight (8) acres to provide space for all buildings and support facilities; paved private auto parking; paved apron (if required); a paved taxiway connecting to the Airport taxiway system (if needed); a paved pedestrian walkway; and all storage facilities.

8.04 Must lease or construct at least 30,000 square feet of paved Aircraft parking and storage area to support the Operator's activities.

8.05 Must lease or construct a hangar, including shop facilities, of at least 50,000 square feet to conduct its business. The hangar door width and height shall be sufficient for the Operator to accommodate the fleet of Aircraft it will service.

HOURS OF ACTIVITY

8.06 Must be open, and services made available at least eight (8) hours a day, five (5) days a week.

8.07 Must provide for services during off-hours through an on-call system with a reasonable response time.

EQUIPMENT

8.08 Must always keep adequate equipment, tools, jacks, lifts, and testing equipment to perform aircraft maintenance on hand as required by the Operator's FAA certificate.

8.09 Must maintain an adequate supply of all necessary parts, equipment, and accessories, at all times, as are required to support the Operator's contract customers. This may be satisfied by a Just In Time Contract with a parts supplier.

PERSONNEL & TRAINING

8.10 Must be duly licensed by the City and County.

8.11 Must provide certified A&P/AI personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

8.12 Must have employed and on duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating, plus one (1) additional person, not necessarily rated.

8.13 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

Storing and Dispensing Fuel.

8.14 The Operator may store aviation (jet and/or AVGAS) fuel either in owned or leased fuel storage tanks on the leased premises for the sole purpose of fueling Aircraft manufactured by the Operator.

8.15 The Operator may dispense aviation (jet and/or AVGAS) fuel into the Aircraft manufactured by the Operator only when the Aircraft has undergone maintenance service or repair at the Operator's repair station facility on the Airport. There must be a maintenance or repair record associated with each Aircraft fueled. Operator may not solicit or promote fuel sales.

8.16 The Operator shall dispense fuel from one or more of the City's approved fixed metered dispensing facilities. Other than defueling that shall occur outside of any hangar, no mobile fuel dispensing equipment shall be permitted for use by the Operator.

8.17 All dispensers shall meet all applicable safety requirements, with reliable metering

devices subject to independent inspection.

8.18 All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.

8.19 The Operator shall ensure that at least one (1) fully trained and qualified fuel service person shall be on duty at all times while the facility is open for business. A responsible and qualified supervisor should be available at all times.

8.20 All fuel service personnel shall be suitably uniformed with the name of the company prominently displayed.

8.21 All fuel service personnel shall have successfully completed an approved line technician safety course that meets or exceeds 14 CFR Part 139, section 321. National Air Transportation Association (NATA) or equivalent is acceptable.

8.22 The Operator shall only dispense fuel during its posted operating hours.

LEASE AGREEMENT

8.23 Must execute a lease agreement with the City, which shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

REQUIRED FEES AND PAYMENTS

8.24 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City.

SECTION 9. AIR CARGO SERVICES

INTRODUCTION

9.01 This Section 9 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Air Cargo Services. This Operator may provide either or both of the Air Cargo Handler Services or Cargo Warehouse Operator Services, as described more fully below. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Air Cargo Services shall meet the requirements as set forth in this Section 9. The City recognizes that Air Cargo Service operations may utilize various operational models and is open to considering alternative business proposals that include different equipment and personnel requirements based on the proposed operational model. The standards set forth in this Section 9 are aspirational, and the City may accept business proposals that demonstrate alternative approaches to Air Cargo Service operations on the Airport, provided such proposals meet the overall operational and safety objectives of the Airport.

SCOPE OF ACTIVITY

9.02 Air Cargo Handler. An Air Cargo Handler (Air Cargo Handler) is a person(s), firm(s) or corporation(s) engaged in the business of loading or unloading air cargo (excluding passenger baggage and also excluding over-the-counter items weighing less than 150 pounds and handled through the passenger terminal) on or off an Aircraft. An owner or Operator of an Aircraft that uses its own employees to load or unload air cargo on or off such Aircraft shall not be considered an Air Cargo Handler, as defined herein.

9.03 Cargo Warehouse Operator. A Cargo Warehouse Operator (Cargo Warehouse Operator) is a person(s), firm(s) or corporation(s) engaged in the business of processing air cargo through a warehouse, who takes care of the administrative control of the air cargo and performs the physical handling and control of such air cargo on behalf of an agent, customs house broker, consolidator, break bulk agent, handling agent, shipper or consignee or other party. The Cargo Warehouse Operator may also provide or arrange for the surface transportation of air cargo to and from an Aircraft for a customer, but may not engage in the business of loading or unloading air cargo on or off an Aircraft unless the Cargo Warehouse Operator meets the minimum standards to provide such service and has an executed Permit Agreement with the City authorizing such service.

LEASED PREMISES

9.04 Air Cargo Handler. Must lease or sublease either directly from the City or an FBO, adequate space and facilities at the Airport to store its equipment, to operate its

business, and to accommodate its employee parking requirements.

9.05 Cargo Warehouse Operator. Must lease or sublease a minimum of 2,000 square feet of combined warehouse and office space at the Airport plus adequate space to store equipment to operate its business and to accommodate its employee parking requirements. An Operator in this category may satisfy this requirement if it has a written agreement with an FBO under which the Operator has the right to use space to provide its services to a third party from the FBO's space, which may be less than the minimum space set forth above. This agreement must be approved by the City.

HOURS OF ACTIVITY

9.06 Must be open, and services made available as required by customers.

EQUIPMENT

9.07 Air Cargo Handler. Must have the use of sufficient and appropriate equipment to serve the customer's Aircraft. The following minimum equipment list shall serve as a guideline:

a. One (1) baggage tug and tow bar for baggage equipment and freight carts

b. Two (2) container/pallet loaders

c. Twenty-eight (28) dollies and sixteen (16) container dollies or an equal amount of equivalent equipment

d. One (1) belt loader

e. Necessary non-motorized equipment, including, but not limited to, freight carts and Aircraft tow bars

9.08 Cargo Warehouse Operator. The Cargo Warehouse Operator must have the use of the following minimum equipment:

a. One (1) floor scale certified by the State of Florida, in accordance with applicable legal requirements

b. One (1) forklift, having a minimum four thousand pounds (4,000 lb.) rating, LP gas or electric with pneumatic tires or equivalent

c. If surface transportation of cargo is provided, one (1) tug, having a minimum five thousand (5,000 lb.) draw bar pull or equivalent

PERSONNEL & TRAINING

9.09 Must be duly licensed by the City and County.

9.10 Must have sufficient uniformed personnel to provide the services desired by the customer.

LEASE AGREEMENT

9.11 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

9.12 Requirements contained in this Section 9 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

9.13 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 10. AIR CHARTER SERVICES

INTRODUCTION

10.01 This Section 10 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Air Charter or Taxi Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Air Charter Services shall meet the requirements as set forth in this Section 10.

SCOPE OF ACTIVITY

10.02 This Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under CFR 14 Part 135 of the Federal Aviation Regulations.

LEASED PREMISES & FACILITIES

10.03 Must lease an area of not less than 30,000 square feet to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. Hangars and other buildings (as described in Section 10.05)

c. Paved and lighted apron

d. Paved and lighted automobile parking (as described in Section 10.06)

e. Public access to a designated area of the site

f. Paved pedestrian walkways

g. Storage, public restrooms, and support facilities

h. Paved and lighted Aircraft parking apron of an amount equal to the Operator's hangar space shall be provided by the Operator within its leasehold to support Aircraft tie down spaces, movement, and parking, exclusively for its chartered Aircraft. NOTE: The rental of ramp or tie-down spaces is not approved for this category of services.

10.04 Must provide, at its own expense, paved access from the Operator's facilities to the Airport's taxiway system. Such taxiway access shall meet all applicable Airport

and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

10.05 Must lease or construct a contiguous hangar and building improvements based on the size of the operation and the Aircraft it is operating. Must also provide sufficient lighting and heated building area for combined offices, support space, pilot lounge, and public lounge with waiting room, pilot briefing room, public restrooms, and public telephones to accommodate its operations. Must also provide suitable facilities to support the extent of the Operator's self-handling.

10.06 Must provide within its leasehold sufficient paved automobile parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lots must include security lighting.

HOURS OF ACTIVITY

10.07 Must be open, and services made available at least eight (8) hours a day, five (5) days a week.

10.08 Must provide on-call service during non-business hours through a 24-hour contact telephone number and email.

EQUIPMENT

10.09 Must have based upon its leasehold, either owned or underwritten lease, at least one (1) properly certified single or multi-engine Aircraft that meets the requirements of the air taxi commercial certificate held by the Operator. The Aircraft shall be certified for instrument operations.

10.10 Must provide either an owned, under a written lease to the Operator, one (1) single-engine four place Aircraft, which must meet the requirements of the air taxi commercial operator certificate held by the Operator, including instrument operations.

PERSONNEL & TRAINING

10.11 Must be duly licensed by the City and County.

10.12 Must have employed and on-duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) FAA certified commercial pilot appropriately rated to permit the flight activities offered by the Operator.

10.13 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

10.14 Must conduct all activities in accordance with the National Fire Protection Association and all other applicable governmental safety regulations.

LEASE AGREEMENT

10.15 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

10.16 Requirements contained in this Section 10 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and apron than if the Operator were to lease directly from the City and construct new facilities.

10.17 Must provide to the City a signed copy of all agreements or contracts with commercial customer(s) and FBO(s) currently serving the Airport.

10.18 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any commercial customer(s) and/or FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

10.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 11. AIRCRAFT SALES

INTRODUCTION

11.01 This Section 11 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Aircraft Sales. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Aircraft Sales shall meet the requirements as set forth in this Section 11.

SCOPE OF ACTIVITY

11.02 This Operator engages in the sale of new and/or pre-owned Aircraft through, either on a rental or wholesale basis) an Aircraft manufacturer. This Operator may also engage in Aircraft brokerage services as a permissible Commercial Activity. Must hold all appropriate business licenses to conduct business activities, including all required licenses or permits that may be required for an aircraft dealer by law or regulation, as applicable.

LEASED PREMISES

11.03 Must lease an area of land sufficient to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. Hangars and other buildings

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkways

f. Public access to a designated area of the site

g. Storage, public restrooms, and support facilities

h. Paved and lighted Aircraft parking apron in an amount required to store Aircraft within the leasehold, to support Aircraft tie-down spaces, movement and parking

11.04 Must provide paved access to the Airport's taxiway system. Such taxiway access must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

11.05 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lots must include security lighting.

11.06 Must lease or construct a contiguous hangar and building improvements based on the size of the operation and the Aircraft it is operating. Must also provide sufficiently lighted and heated building area for combined offices, support space, and public restrooms.

HOURS OF ACTIVITY

11.07 Must be open, and services made available either by telephone or electronic means at least eight (8) hours a day, five (5) days a week.

PERSONNEL & TRAINING

11.08 Must be duly licensed by the City and County.

11.09 Must have employed and available or on call during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) person with a current commercial pilot certificate with a rating appropriate for the Aircraft to be demonstrated.

11.10 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

11.11 For aircraft dealers of new Aircrafts, Operator's must have available or on-call at least one (1) current model demonstrator of the Aircraft in its authorized product line.

11.12 Must conduct all activities in accordance with the National Fire Protection Association and all other applicable governmental safety regulations.

LEASE AGREEMENT

11.13 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must

indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

11.14 Requirements contained in this Section 11 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

11.15 Must provide to the City a signed copy of all agreements or contracts with commercial customer(s) and FBO(s) currently serving the Airport.

11.16 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any commercial customer(s) and/or FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

11.17 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 12. AIRCRAFT LEASE AND RENTAL SERVICES

INTRODUCTION

12.01 This Section 12 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Aircraft Lease and Rental Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Aircraft Lease and Rental Services shall meet the requirements as set forth in this Section 12.

SCOPE OF ACTIVITY

12.02 This Operator engages in the lease or rental of Aircraft to the public with no requirement for membership. A rental service may also engage in the fractional ownership sale of shares and management of Aircraft as a permissible commercial activity.

LEASED PREMISES

12.03 Must lease an area of land, not less than one-half (0.5) acres, to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. Hangars and other buildings

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkways

f. Public access to a designated area of the site

g. Storage, public restrooms, and support facilities

h. Paved and lighted aircraft parking apron must be provided within its leasehold of sufficient size to safely support its own Aircraft tie-down spaces and movement. NOTE: The rental of apron or tie-down spaces to third parties or non-owned/operated Aircrafts is not approved for this category of services.

12.04 Must provide paved access to the Airport's taxiway system. Such taxiway access

must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

12.05 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

12.06 Must lease or construct a contiguous hangar and building improvements based on the size of the operation and the Aircraft(s) it is operating. Must also provide sufficient lighting and heated building area for combined offices, support space, public lounge, and public restrooms.

HOURS OF ACTIVITY

12.07 Must be open, and services made available, at least eight (8) hours a day, five (5) days a week.

12.08 Must provide for services during off-hours through an on-call system with a reasonable response time.

EQUIPMENT

12.09 Must have available for rental, either owned or under exclusive written lease to the Operator, a sufficient number of Aircraft(s) to handle the proposed scope of its operation. Copies of any lease agreements for the Aircraft(s) not owned by the Operator shall be kept on file at the leased premises and made available for City review.

PERSONNEL & TRAINING

12.10 Must be duly licensed by the City and County.

12.11 Must have employed and on-duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) person having a current FAA commercial pilot certificate available with appropriate ratings, including instructor rating.

12.12 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

12.13 Must conduct all activities in accordance with the National Fire Protection Association and all other applicable governmental safety regulations.

LEASE AGREEMENT

12.14 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

12.15 Requirements contained in this Section 12 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and apron than if the Operator were to lease directly from the City and construct new facilities.

12.16 Must provide to the City a signed copy of all agreements or contracts with commercial customer(s) and FBO(s) currently serving the Airport.

12.17 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any commercial customer(s) and/or FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

12.18 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 13. FLYING CLUB

INTRODUCTION

13.01 This Section 13 sets forth the minimum standards for the operation of a Flying Club. In addition to the General Policies and Requirements, as set forth in Section 4, each Flying Club shall meet the requirements as set forth in this Section 13.

SCOPE OF ACTIVITY

13.02 A Flying Club (Club) unites and provides a group of member pilots with one or more Aircraft for flight training and recreational flying. Members usually pay an initiation fee and monthly dues, and in return have access to the Club's Aircraft fleet, ground-training facilities, and flight training. Clubs are organized for the express purpose of providing the members with Aircraft(s) for their personal use and enjoyment only.

GENERAL OPERATIONAL RULES

13.03 Each Club must be registered as a non-profit corporation or partnership.

13.04 Each Club member must be a bona fide co-owner of the Aircraft or stockholder in the corporation that owns the Aircraft.

13.05 The Club may not derive greater revenue from the use its Aircraft than the amount necessary for the actual operation, maintenance, and replacement of its Aircraft.

13.06 The Club must maintain and keep current a complete list of the Club's membership and investment share held by each member. The Club's membership and investment share list must be made available to the City upon request.

13.07 The Club and its members are prohibited from providing any goods or services to any person or entity

13.08 No member of a Club may receive compensation for services provided for such Club or its members.

13.09 The Club shall conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

AIRCRAFT MAINTENANCE

13.10 Aircraft maintenance performed by the Club must be limited to only that

maintenance that does not require a certificated mechanic or by a properly certificated mechanic who is a Club member. The Club may not become obligated to pay for such maintenance work except that such mechanics may be compensated by credit against payment of dues or flight time. All other maintenance must be provided by an FBO or SASO based at the Airport who provides such services.

STUDENT INSTRUCTION

13.11 Flight instruction may be given in Club Aircraft(s) to Club members only, provided such instruction is given by an FAA certified flight instructor who is properly insured to conduct flight instruction. All flight instructors working under a Club shall register as a vendor with the City, pursuant to Section 20.

13.12 Flight instructors who are also Club members may not receive payment for instruction except that they may be compensated by credit against payment of dues or flight time.

HOURS OF ACTIVITY

13.13 Must be open and operating as is appropriate for its activities and members.

LEASED PREMISES

13.14 Must lease sufficient space for the operations of the Flying Club, which may be as small as one (1) tie-down. There is no requirement to provide hangar space or apron.

LEASE AGREEMENT

13.15 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Club is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Flying Club's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

13.16 Requirements contained in this Section 13 may be satisfied by the Club's sublease of facilities from an FBO.

13.17 Must provide to the City a signed copy of all agreements or contracts with FBO(s)

at the Airport.

13.18 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

13.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 14. FOR-PROFIT FLYING CLUBS

INTRODUCTION

14.01 This Section 14 sets forth the minimum standards for a For-Profit Flying Club (FPFC). In addition to the General Policies and Requirements, as set forth in Section 4, each For-Profit Flying Club shall meet the requirements as set forth in this Section 14.

SCOPE OF ACTIVITY

14.02 A FPFC is a for-profit corporation that offers membership to individuals that provide Aircraft rental and instruction to members at set rates.

GENERAL OPERATIONAL RULES

14.03 Aircraft(s) may be owned or leased by the FPFC and each operator of an FPFC aircraft must be a member of the FPFC.

14.04 The FPFC will maintain and keep current a complete list of the FPFC membership. The FPFC's membership list will be made available to the City upon request.

14.05 The FPFC shall conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

AIRCRAFT MAINTENANCE

14.06 Aircraft maintenance performed by the FPFC must be limited to only that maintenance that does not require a certificated mechanic or by a properly certificated mechanic who is a FPFC member. The FPFC may conduct self-service, however the preference is that any maintenance that requires a certificated mechanic be provided by an FBO or SASO based at the Airport.

LEASED PREMISES

14.07 Must lease an area from the City, or sublease from an FBO sufficient land to provide space for the needs of the FPFC based on its size.

14.08 May lease hangar space directly from the City or from an FBO, but no minimum hangar space is required.

14.09 Must provide a paved taxiway within and without the leased area to satisfy Aircraft movement from the Operator's facilities to the existing Airport taxiway system.

14.10 Must provide adequate paved automobile parking space within the leased area to accommodate all of the Operator's employees and customers. Must also provide paved walkways and landscaping to meet Code requirements. No on-street parking will be permitted. Parking lot must include security lighting.

14.11 Must lease or construct a hangar, including shop facilities, that adequately accommodates all of the Operator's equipment.

HOURS OF ACTIVITY

14.12 Must be open and operating as is appropriate for its activities and members.

EQUIPMENT

14.13 Must always keep adequate equipment, tools, jacks, lifts, and testing equipment to perform Aircraft maintenance on hand, as required by the Operator's FAA certificate.

PERSONNEL & TRAINING

14.14 Flight instruction may be given in FPFC Aircraft(s) to FPFC members only, provided such instruction is given by an FAA certified flight instructor who is properly insured to conduct flight instruction. Must have in its employ at least one (1) flight instructor who is properly certificated by the FAA to provide flight instruction for the type(s) of Aircraft(s) available for use. All flight instructors working under a FPFC shall register as a vendor with the City, pursuant to Section 20.

LEASE AGREEMENT

14.15 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the FPFC is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the FPFC's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

14.16 Requirements contained in this Section 14 may be satisfied by the FPFC's sublease of facilities from an FBO.

14.17 Must provide to the City a signed copy of all agreements or contracts with FBO(s)

at the Airport.

14.18 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

14.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 15. FLIGHT ACADEMY

INTRODUCTION

15.01 This Section 15 sets forth the minimum standards for a Flight Academy (Flight Academy). The Flight Academy category is meant to apply to large-scale flight training operations that are fully self-contained and not reliant on or part of an FBO. In addition to the General Policies and Requirements, as set forth in Section 4, each Flight Academy shall meet the requirements as set forth in this Section 15.

SCOPE OF ACTIVITY

15.02 A Flight Academy (Flight Academy) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students while enrolled in the flight training curriculum at a facility on land leased directly from the City. The Flight Academy further provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

LEASED PREMISES

15.03 Must lease an area of not less than one and one-half (1.5) acres of land from the City to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. All storage, public restrooms, and support facilities

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkway

f. Public access to a designated area of the site

g. Storage and display of Aircraft

h. At least 30,000 square feet of paved and lighted Aircraft parking apron shall be provided by the Flight Academy within its leasehold to support Aircraft tie down spaces, and Aircraft movement. The amount of paved and lighted

Aircraft parking apron shall be adjusted based on this size of the fleet of Aircraft to ensure safe and efficient operation of the Airport.

15.04 Must provide classroom facilities for at least ten (10) students, and be equipped with adequate mock-ups, pictures, or other visual and effective ground school instruction aids. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The Flight Academy shall maintain a current or provisional FAA 141 Certificate.

15.05 Must provide paved access to the Airport's taxiway system. Such taxiway access must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Operator's facilities.

15.06 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

15.07 Must lease or construct five thousand (5,000) square feet of total building improvements. Must also provide sufficient lighting and heated building area for combined offices, support space, classrooms, public restrooms, and public telephones.

15.08 May construct hangar facilities, but it is not required by these minimum standards.

HOURS OF ACTIVITY

15.09 Weather permitting, the Flight Academy shall have its facilities open and services available no less than eight (8) hours daily, five (5) days a week. The Flight Academy shall make provisions for someone to be in attendance in the office at all times during the required operating hours.

EQUIPMENT

15.10 Must provide classroom facilities for at least ten (10) students, and be equipped with adequate mock-ups, pictures, or other visual and effective ground school instruction aids. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The Flight Academy shall maintain a current or provisional FAA 141 Certificate.

15.11 Must have available for use in flight training, either owned or under exclusive written lease to Flight Academy, not less than three (3) properly certificated Aircraft, at least one (1) of which must be twin-engine Aircraft fully equipped for flight instruction. One (1) of the required Aircraft must be equipped and capable for use in instrument flight instruction. Copies of any lease agreements for any

Aircraft(s) not owned by the Flight Academy must be kept on file at the leased premises and made available for City review.

PERSONNEL & TRAINING

15.12 Must be duly licensed by the City and County.

15.13 Must have in its employ, on a full-time basis, at least one (1) flight instructor who is properly certificated by the FAA to provide the type of training requested. Must also provide at least one (1) current, properly certificated flight instructor who is available on a part-time on-call basis.

15.14 The Flight Academy's facility shall be certificated by the FAA as a flight school.

15.15 During all business hours, the Flight Academy shall maintain a responsible person, who is in charge of supervising Flight Academy's operations at the Airport with the authorization to represent and act for and on behalf of the Flight Academy.

15.16 Must conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

LEASE AGREEMENT

15.17 Must execute a lease agreement directly with the City, which is in place of a Permit Agreement, and shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Flight Academy's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

15.18 The requirements set forth in this Section 15 may not be satisfied by a Flight Academy's sublease of facilities from an FBO.

15.19 Each Flight Academy shall provide the City with a signed copy of all agreements or contracts with commercial customer(s) currently serving the Airport.

15.20 Each Flight Academy shall advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial customer by using the form supplied in Appendix "D" of these Standards.

REQUIRED FEES AND PAYMENTS

15.21 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement with the City.

SECTION 16. FLIGHT SCHOOL

INTRODUCTION

16.01 This Section 16 sets forth the minimum standards for a Flight School. The Flight School category is meant to apply to small scale flight training operations. In addition to the General Policies and Requirements, as set forth in Section 4, each Flight School shall meet the requirements as set forth in this Section 16.

SCOPE OF ACTIVITY

16.02 A Flight School (Flight School) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students on or at a facility on land subleased from an FBO. The Flight School further provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

LEASED PREMISES

16.03 Must lease an area of land sufficient to provide space for the following, based on its proposed operation:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. All storage, public restrooms, and support facilities

c. Paved and lighted apron

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkway

f. Public access to a designated area of the site

g. Storage and display of Aircraft

h. Paved and lighted Aircraft parking apron shall be provided by the Flight School to support Aircraft tie-down spaces and movement commensurate with the size of its operation.

The above may be provided as part of an existing FBO's facilities.

16.04 May utilize the FBO's paved access from its facilities to the Airport's taxiway system. Such taxiway access must meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to use the Flight School's facility.

16.05 Must lease, or sublease, sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

16.06 Must lease or construct building improvements with sufficient space to accommodate the proposed operation. Requirements for leasing or constructing building improvements will be commensurate with the proposed operation.

16.07 May construct hangar facilities, but it is not required by these Minimum Standards.

HOURS OF ACTIVITY

16.08 Must be available via telephone or electronic means no less than eight (8) hours daily, five (5) days a week.

EQUIPMENT

16.09 Must provide facilities sufficient to meet the training requirements for the type of training offered. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The Flight Academy shall maintain a current or provisional FAA Part 61 Certificate.

16.10 Must have available for use in flight training, either owned or under exclusive written lease to Flight School, not less than two (2) properly certificated aircraft, fully equipped for flight instruction. One (1) of the required Aircraft must be equipped and capable for use in instrument flight instruction. Copies of any lease agreements for any Aircraft(s) not owned by the Flight School must be kept on file at the leased premises and made available for City review.

PERSONNEL & TRAINING

16.11 Must be duly licensed by the City and County.

16.12 Must have in its employ, on a full-time basis, at least one (1) flight instructor who is properly certificated by the FAA to provide the type of training requested. Must also provide at least one (1) current, properly certificated flight instructor who is available on a part-time on-call basis.

16.13 During all business hours, the Flight School shall maintain a responsible person, who is in charge of supervising Flight School's operations at the Airport with the

authorization to represent and act for and on behalf of the Flight School.

16.14 Must conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

LEASE AGREEMENT

16.15 Must execute either a Permit Agreement with the City and sublease with an FBO or a execute a lease agreement with the City – each of which must contain insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Flight School's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

16.16 The requirements set forth in this Section 16 may be satisfied by a Flight School's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, apron required than if the Flight School were to lease directly from the City.

16.17 Each Flight School shall provide the City with a signed copy of all agreements or contracts with commercial customer(s) currently serving the Airport.

16.18 Each Flight School shall advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial customer by using the form supplied in Appendix "D" of these Standards.

REQUIRED FEES AND PAYMENTS

16.19 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 17. NON-COMMERCIAL HANGAR

INTRODUCTION

17.01 This Section 17 sets forth the minimum standards for those individuals that desire to lease property directly from the City to construct a hangar for the storage of their own Aircraft. The lease shall act as the permit agreement for this category. Each Tenant shall enter a written lease with the City. In addition to the General Policies and Requirements, as set forth in Section 4, each Non-Commercial Hangar Tenant shall meet the requirements as set forth in this Section 17.

LEASED PREMISES

17.02 The leasehold shall comprise sufficient land to provide adequate space for all buildings, paved Aircraft parking apron, paved automobile parking, vehicular driveways and service access ways, any required minimum building setbacks from edges of the leasehold and any required stormwater ponds.

17.03 Must provide, at its own expense, paved taxiway access to the Airport's existing taxiway system. All Aircraft pavement proposed by the Tenant shall be designed and constructed in full conformance with applicable City and FAA standards for the largest type of Aircraft approved to use the premises.

17.04 A hangar shall be constructed which will provide a minimum of 7,000 square feet of Aircraft storage space. Any additional space for offices, storage and restroom facilities must meet all applicable Code requirements. The Aircraft parking apron shall be equal in area to the proposed hangar size.

PERMITTED USES

17.05 Must use the leased premises solely for storage and servicing of their own Aircraft. No Commercial Activity of any kind shall be permitted on the premises unless authorized in the lease agreement with the City. Tenant shall not sell, barter, trade, share or in any other manner provide hangar space to any other Airport Tenant or user, or to any other Aircraft, except those Aircraft owned or leased for the exclusive use of the Tenant, unless expressly approved in writing by the City. Tenant shall not exercise any other rights or privileges reserved to Fixed Base Operators or Specialized Aeronautical Service Operators at the Airport under these Minimum Standards.

SPECIFIC USE OF PREMISES CONDITIONS

17.06 Aircraft based and serviced upon the premises shall be directly owned by, or exclusively leased in writing for a minimum period of six (6) months to the Tenant.

No Aircraft owned, leased, borrowed, or otherwise used by employees of the Tenant shall be permitted on the premises unless approved in writing by the City.

17.07 All maintenance and service work conducted on the premises and performed on the Tenant's Aircraft shall be performed only by direct, full-time permanent employees of the Tenant, or by any FBO or SASO based upon the Airport which have written agreements with the City authorizing such Operators to conduct said activities.

17.08 A Tenant must be a person, individual, firm, company, corporation, partnership, or a joint venture which has a specific legal identity and corporate purpose as registered with the Secretary of State in such Tenant's state of corporate residence. Said corporate purposes shall not in any way, shape or form be related to the use, ownership, maintenance or operation of Aircraft or hangar activities, or to any commercial aviation activity or enterprise. The use and ownership of a Tenant's Aircraft must be incidental, and not relative to, the corporate purpose of the Tenant.

17.09 A for-hire maintenance operation shall be strictly prohibited within the hangar.

17.10 Fuel transfer may occur in accordance with all City, local, state, and federal rules, and regulations.

17.11 The following operations are defined as hazardous and are specifically prohibited on the leased premises:

- Welding
- Torch cutting
- Torch soldering
- Doping Painting

SECTION 18. COMMERCIAL HANGAR/TIE DOWNS

INTRODUCTION

18.01 This Section 18 provides guidance for those entities/persons (Commercial Storage Operator) that desire to lease property directly from the City to construct hangar(s) or provide tie-downs for the purpose of leasing said storage to the general public. In addition to the General Policies and Requirements, as set forth in Section 4, each Commercial Storage Operator shall meet the requirements as set forth in this Section 18.

LEASED PREMISES

18.02 The leasehold shall comprise sufficient land to provide adequate space for all buildings, paved Aircraft parking apron, paved automobile parking, vehicular driveways and service access ways, any required minimum building setbacks from edges of the leasehold and any required stormwater ponds associated with the proposed use of hangar, tie downs, or a combination of both. In addition to the minimum leasehold requirement for hangar/tie down facilities, the Commercial Storage Operator shall provide, at its own expense, paved taxiway access to the Airport's existing taxiway system. All aircraft pavement proposed by the Commercial Storage Operator shall be designed and constructed in full conformance with all applicable City and FAA standards for the largest type of Aircraft approved to use the premises.

18.03 Hangars. If proposing a hangar – the Commercial Storage Operator must provide a minimum of 7,000 square feet of Aircraft storage space. Any additional space for offices, storage and restroom facilities must meet all applicable Code requirements.

18.04 Tie Downs. If proposing a tie-down – the Commercial Storage Operator must provide a ramp with a minimum of 10,000 square feet of Aircraft storage which must be constructed by the Commercial Storage Operator or leased from the City.

PERMITTED USES

18.05 Must use the leased premises solely for providing storage of Aircraft. The Commercial Storage Operator is prohibited from selling aviation fuel. The Commercial Storage Operator must not exercise any other rights or privileges reserved to FBOs or SASOs at the Airport under these Minimum Standards.

SPECIFIC USE OF PREMISES CONDITIONS

18.06 The Commercial Storage Operator shall conduct all activities in accordance with

the National Fire Protection Association and other applicable governmental safety regulations that are applicable to airports.

18.07 A for-hire maintenance operation shall be strictly prohibited within the hangar. Fuel transfer may occur in accordance with all City, local, state, and federal rules, and regulations.

18.08 The following operations are defined as hazardous and are specifically prohibited on the premises:

- Welding
- Torch cutting
- Torch soldering
- Doping
- Painting

LEASE AGREEMENT

18.09 Must execute a lease agreement with the City and the Commercial Storage Operator as a prerequisite to tenancy on the Airport and the commencement of any operations thereon. The lease shall act as the permit agreement for this category. The lease agreement must contain insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Commercial Storage Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

18.10 Each Commercial Storage Operator shall provide the City with a signed copy of all agreements or contracts with commercial subtenants.

18.11 Each Commercial Service Operator must advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial subtenant by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

18.12 Information relative to rental fees and charges applicable to the aeronautical services included herein will be made available to the prospective Commercial Storage Operator at the time of application or during lease negotiations.

SECTION 19. MOBILE AIRCRAFT REPAIR & MAINTENANCE SERVICES

INTRODUCTION

19.01 This Section 19 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Mobile Aircraft Repair and Maintenance Services. This category includes the sale of Aircraft parts and accessories, but such is not an exclusive right. This category is included to ensure that customers of the FBO, to the extent approved by the FBO and the City, can choose the entity to conduct maintenance on their Aircraft. This category specifically excludes warranty maintenance operations provided by or on behalf of an Original Equipment Manufacturer or Aircraft on ground situation. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Mobile Aircraft Repair and Maintenance Services shall meet the requirements as set forth in this Section 19.

SCOPE OF ACTIVITY

19.02 This Operator engages in one or more of the following services: airframe, engine or accessory overhaul; repair services on Aircraft; and sales of Aircraft parts and accessories.

19.03 This Operator may not advertise that they are based at the Airport.

LEASED PREMISES

19.04 Not required to lease any land from an FBO or the City but must have an executed agreement with an FBO for access to the leasehold where the Aircraft is located. All operations under this category shall occur on the premises/leasehold where the Aircraft is located.

19.05 Not required to lease any aircraft apron but must have an executed agreement with an FBO for use of apron for maintenance purposes to support its activities.

19.06 Not required to lease any hangar space but must have an executed agreement with an FBO for use of hangar space for maintenance purposes.

HOURS OF ACTIVITY

19.07 Must provide for services through an "on-call" system with a reasonable response time to the Airport.

EQUIPMENT

19.08 Must always keep on-hand adequate equipment, tools, jacks, lifts, and testing equipment to perform aircraft maintenance, as required by the FAA.

19.09 Must maintain an adequate supply of all necessary parts, equipment, and accessories, at all times, as are required to support the Operator's contract customers. This may be satisfied by a "just in time contract" with a parts supplier.

PERSONNEL & TRAINING

19.10 Must be duly licensed by the City and County.

19.11 Must provide certified A&P/IA personnel certified by the FAA under FAR 65 and/or FAR 145 to perform aircraft maintenance and inspection services.

19.12 Must have employed and on-duty during operating hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person with ratings appropriate to the work being performed.

19.13 All employees must be in uniform with the name of the company prominently displayed.

PERMIT AGREEMENT

19.14 Must execute a Permit Agreement with the City and a vendor agreement with an FBO approved by the City which shall specify the types of aeronautical services the Operator is authorized to provide, and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

19.15 Must provide the City with the Operator's vendor agreement with the FBO together with the permit application under these rules.

19.16 Must provide the City with a signed copy of all agreements or contracts with FBO(s) currently serving the Airport.

19.17 Must advise the City within five (5) business days of any changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D.

REQUIRED FEES AND PAYMENTS

19.18 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 20. FLIGHT INSTRUCTOR

INTRODUCTION

20.01 This Section 20 sets forth the minimum standards for all Flight Instructors operating on the Airport, independently of a Flight School or Flight Academy. In addition to the General Policies and Requirements, as set forth in Section 4, each Flight Instructor shall meet the requirements as set forth in this Section 20.

SCOPE OF ACTIVITY

20.02 A Flight Instructor (Flight Instructor) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing Aircraft, operating to or from the Airport. The Flight Instructor further provides such related ground school instruction to its students/clients as is necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved or currency.

VENDOR REGISTRATION

20.03 The vendor registration list will be available at the City office at the Airport, as well as at each FBO.

20.04 Must register with the City and provide the following:

a. Name
b. Address
c. Telephone Number
d. Email Address
e. Copy of FAA Certificate
f. Location of Flight Instruction on the Airport
g. If Flight Instruction is occurring at an FBO, a copy of the agreement with the FBO allowing the use of the FBO facility.

PERSONNEL & TRAINING

20.05 Must be properly certificated by the FAA to provide the type of training requested by a client.

LEASE AGREEMENT

20.06 Must execute a Permit Agreement with the City and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance

documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

20.07 Not required to lease any land from an FBO or the City but must have an executed agreement with an FBO or the City for access to the leasehold where the Aircraft is located. All operations under this category shall occur on the premises/leasehold where the Aircraft is located.

REQUIRED FEES AND PAYMENTS

20.08 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the Permit Agreement with the City.

SECTION 21. AIRCRAFT CLEANING, WASHING & DETAILING SERVICES

INTRODUCTION

21.01 This Section 21 sets forth the minimum standards for a business entity who provides Aircraft Cleaning, Washing & Detailing Services (ACWD). In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides ACWD shall meet the requirements as set forth in this Section 21.

SCOPE OF ACTIVITY

21.02 This Operator provides aircraft cleaning, washing and detailing at set rates.

LEASED PREMISES

21.03 May lease an area from the City, or sublease from an FBO, sufficient land to provide space for the needs of the ACWD based on the size of its operations.

21.04 May lease hangar space directly from the City, or from an FBO, but no minimum is required.

HOURS OF ACTIVITY

21.05 Must be open, and services made available, as is appropriate for its activities and clients.

PERSONNEL & TRAINING

21.06 Must be duly licensed by the City and County.

21.07 Must have employed and on-duty during the appropriate business hours at least one (1) manager who is on-site when work is being conducted and who is available via telephone or electronic means during normal business hours.

PERMIT AGREEMENT

21.08 Must execute a Permit Agreement with the City and vendor agreement with an FBO or Commercial Storage Operator approved by the City which shall specify which types of aeronautical services the ACWD is authorized to provide, and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport.

Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

21.09 The ACWD must provide the City with its vendor agreement with the FBO together with its permit application.

REQUIRED FEES AND PAYMENTS

21.10 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 22. VINTAGE AIRCRAFT RESTORATION SERVICES

INTRODUCTION

22.01 This Section 22 sets forth the minimum standards for a Specialized Aviation Services Operator (SASO) who specializes in Vintage Aircraft Restoration Services. This Operator provides aeronautical services that are associated with the operations, restorations, exhibitions, and display of vintage aircraft. For purpose of this Section 22, an aircraft is considered "vintage" if it is manufactured before 1965 and a "vintage" engine applies to all radial and piston engines manufactured before 1973. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Vintage Aircraft Restoration Services shall meet the requirements as set forth in this Section 22.

SCOPE OF ACTIVITY

22.02 This Operator engages in and furnishes services for the public, which may include, the following:

a. Aircraft tie-down and storage, ramp services and minor flight line repairs may be provided on leased airport property in association with museum activity.

b. Flight instruction and Aircraft Rental: Provide orientation, flight instruction, and related ground school instruction as required in connection with restoration and museum activities of vintage aircraft. Such aircraft may be rented for use by students or other pilots.

c. Airframe and Powerplant repair: May engage in maintenance and repair of vintage or other aircraft associated with bona fide restoration or museum activities, and the sale of associated aircraft parts and accessories.

d. Avionics, instruments, and propeller repair service: May engage in the business of maintenance and repair of aircraft radios, instruments, propellers, and accessories of vintage aircraft and other aircraft associated with bona fide restoration or museum activities.

e. Other aeronautical services: The following list illustrates activities authorized, but is not all-inclusive or restrictive. These activities can be performed in connection with vintage aircraft and aircraft associated with bona fide restoration and museum activities.

- Aircraft painting
- Aircraft upholstery

- Aircraft sales
- Any specialized commercial flight services specifically excluded from FAR Part 135

LEASED PREMISES

22.03 Must lease an area from the City of not less than three acres and provide, by constructing or leasing, a hangar of no less than 20,000 square feet of aircraft storage and no less than 10,000 square feet of office, display or other space under heating and air conditioning. A hangar complex of two structures that meet the requirements above is permissible. Two or more structures that exceed the requirements above is also permissible.

22.04 Must provide adequate paved aircraft and automobile parking areas, within the leased area to satisfy all of the Tenant's employees and customers.

22.05 Must also provide walkways and landscaping to meet code requirements.

HOURS OF ACTIVITY

22.06 Must be open, and services made available, at least eight (8) hours a day, five (5) days a week.

22.07 Must provide for services during off-hours through an "on-call" system with a reasonable response time.

EQUIPMENT

22.08 Must provide and have based on their leasehold, either owned or underwritten lease to Tenant, appropriate numbers of aircraft that are airworthy and, meet all the requirements of the Federal Aviation administration with respect to the type of operations to be done.

PERSONNEL & TRAINING

22.09 Must be duly licensed by the City and County.

22.10 Must have employed and on-duty during the appropriate business hours trained personnel in such numbers as are required to meet these minimum standards in a safe and efficient manner, but never less than at least one (1) appropriately certified person.

22.11 Must maintain during business hours a responsible person in charge to supervise the Operator's operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

LEASE AGREEMENT

22.12 Must execute either (i) a Permit Agreement with the City and sublease with an FBO; or (ii) a lease agreement with the City – each shall specify, in a form acceptable to the City, which types of aeronautical services the Operator is authorized to provide and shall contain, if applicable, provisions for fees payable to the City, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

22.13 Requirements contained in this Section 22 may be satisfied by the Operator's sublease of facilities from an FBO. Due to the operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Operator were to lease directly from the City and construct new facilities.

REQUIRED FEES AND PAYMENTS

22.14 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 23. SCHEDULED COMMERCIAL SERVICES

INTRODUCTION

23.01 This Section 23 sets forth the minimum standards for Scheduled Commercial Services. In addition to the General Policies and Requirements, as set forth in Section 4, each Operator who provides Scheduled Commercial Services shall meet the requirements set forth in this Section 23.

SCOPE OF ACTIVITY

23.02 This Operator (Scheduled Commercial Services Operator) engages in scheduled commercial services for the transportation through air travel of passengers and cargo.

LEASED PREMISES & FACILITIES

23.03 A Scheduled Commercial Services Operator will not be leased land at the Airport for scheduled commercial and specialized aeronautical services. Any Scheduled Commercial Services Operator wishing to engage in scheduled commercial and specialized aeronautical services at the Airport must first enter into a written agreement for such services with the City. If the City enters into a written agreement for the provision of such services with a Scheduled Commercial Services operation, the Scheduled Commercial Services Operator may provide for and coordinate the use of Airport property through a separate agreement with an FBO which shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of contract security, as approved by the City.

REQUIREMENTS

23.04 All aircraft used for scheduled commercial and specialized aeronautical services at the Airport must have a maximum certified takeoff weight of less than 12,500 pounds and have no more than nine (9) passenger seats.

23.05 A Scheduled Commercial Services Operator must be a person, individual, firm, company, corporation, partnership, or a joint venture which has a specific legal identity and corporate purpose as registered with the Secretary of State in such Scheduled Commercial Services Operator's state of corporate residence.

PERMITTED USES

23.06 A Scheduled Commercial Services Operator shall provide scheduled commercial and specialized aeronautical services at the Airport in accordance with the terms

and conditions of a written agreement with the City that provides for such services.

SECTION 24. AVIATION MAINTENANCE TECHNICIAN SCHOOL

INTRODUCTION

24.01 This Section 24 sets forth the minimum standards for an Aviation Maintenance Technician School (AMTS). The AMTS category is meant to apply to large-scale aircraft maintenance education and training operations that are fully self-contained and not reliant on or part of an FBO. In addition to the General Policies and Requirements, as set forth in Section 4, each AMTS shall meet the requirements as set forth in this Section 24.

SCOPE OF ACTIVITY

24.02 An Aviation Maintenance Technician School (AMTS) engages in instruction to provide knowledge and skills necessary to be prepared to test for a mechanic airman certificate and associated ratings, exclusively to current students while enrolled in the AMTS curriculum at a facility on land leased directly from the City.

LEASED PREMISES

24.03 Must lease an area of not less than one and one-half (1.5) acres of land from the City to provide space for the following:

a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA

b. All storage, public restrooms, and support facilities

c. Paved and lighted apron (to accommodate any owned aircraft)

d. Paved and lighted private vehicle parking

e. Paved pedestrian walkway

f. Public access to a designated area of the site

24.04 Must provide enclosed, climate-controlled classroom facilities for at least ten (10) students, and be equipped with adequate mock-ups, pictures, or other visual and effective aids. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The AMTS shall maintain a current or provisional FAA 147 Certificate.

24.05 Must provide storage and tool rooms centralized or localized secure areas arranged

to guarantee the proper separation of parts, tools, materials, and similar articles from active working and shop spaces.

24.06 Must provide finishing and paint area designated, code compliant area properly ventilated for the application of finishing materials, including dedicated facilities for paint spraying.

24.07 Must provide cleaning and degreasing station, a specialized area equipped with operational washtanks, degreasing equipment, compressed air lines, and adequate environmental cleaning controls.

24.08 Must have engine test facilities, a designated and safe, City-approved facility / area allocated specifically for running aircraft engines.

24.09 Must have disassembly and inspection shop, a workspace equipped with adequate workbenches, tables, and test equipment, and related appliances;

a. Ignition systems, electrical equipment, and related appliances;

b. Carburetors and fuel delivery systems; and

c. Hydraulic and vacuum systems for aircraft, aircraft engines, and components.

24.10 Must have aircraft rigging and assembly space, an open floor area with sufficient clearance, equipped with tables, benches, stands, and aircraft jacks, dedicated to disassembling, inspecting, and rigging full airframe structures.

24.11 Must have a powerplant shop, a dedicated space equipped with necessary stands and timing tools for disassembling, inspecting, assembling, troubleshooting, and timing aircraft engines.

24.12 Must provide within its leasehold sufficient paved parking spaces as approved by the Airport and meeting current Code. No on-street parking will be permitted. Parking lot must include security lighting.

24.13 Must lease or construct five thousand (5,000) square feet of total building improvements. Must also provide sufficient lighting and heated building area for combined offices, support space, classrooms, public restrooms, and public telephones.

24.14 May construct hangar facilities, but it is not required by these minimum standards.

<u>HOURS OF ACTIVITY</u>

24.15 The AMTS shall have its facilities open and services available no less than eight (8) hours daily, five (5) days a week. The AMTS shall make provisions for someone to always be in attendance in the office during the required operating hours.

EQUIPMENT

24.16 Must provide a component inventory of adequate quantity and variety of airframes structures, powerplants, propellers, systems, and components must be maintained on-site to facilitate all curriculum-required practical projects.

24.17 Must maintain an adequate inventory of raw materials, special tools, and shop machinery necessary to support the approved curriculum. All special tools and shop machinery operated within the leased facility must be kept in satisfactory, safe working conditions for its intended utilization.

24.18 Must have available, stationed within the leasehold, at least one (1) full instructional aircraft currently certified by the FAA for private or commercial operations. The aircraft must feature an operational powerplant, propeller, instrument panel, navigation / communications suite, landing lights, and standard accessories. The aircraft and components do not need to be airworthy; however, if damaged, they must be repaired sufficiently to allow for complete structural assembly and system integration training.

PERSONNEL & TRAINING

24.19 Must be duly licensed by the City and County.

24.20 Must have in its employ, on a full-time basis, at least one (1) instructor who is properly certificated by the FAA to provide the type of training requested.

24.21 During all business hours, the AMTS shall maintain a responsible person, who is in charge of supervising AMTS' operations at the Airport with the authorization to represent and act for and on behalf of the AMTS.

24.22 Must conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and other applicable governmental safety regulations.

LEASE AGREEMENT

24.23 Must execute a lease agreement directly with the City, which is in place of a Permit Agreement, and shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the AMTS' operations on the Airport. Insurance documents must name the

City as an additional insured and must be submitted to the Director of Aviation annually.

24.24 The requirements set forth in this Section 15 may not be satisfied by a AMTS' sublease of facilities from an FBO.

24.25 AMTS shall provide the City with a signed copy of all agreements or contracts with commercial customer(s) currently serving the Airport.

24.26 AMTS shall advise the City within five (5) working days of any changes in their agreement(s) or contract(s) with any commercial customer by using the form supplied in Appendix "D" of these Standards.

REQUIRED FEES AND PAYMENTS

24.27 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement with the City.

SECTION 25. MULTIPLE AERONAUTICAL SERVICES

INTRODUCTION

25.01 This Section 25 sets forth the minimum standards for any Specialized Aviation Services Operator (SASO) that engages in any two (2) or more specialized aviation services for which minimum standards have been developed, as stated herein ("Multiple Operator"). In addition to the General Policies and Requirements, as set forth in Section 4, each Multiple Operator shall meet the requirements as set forth in this Section 25.

SCOPE OF ACTIVITY

25.02 The retail sale of aviation fuels and lubricants are not allowed under this category, which are reserved solely for Fixed Base Operators (FBOs), as set forth in Section 5. Since developing minimum standards for every possible combination of services would be nearly impossible, the following will serve as guidelines for the City to use when developing a lease agreement involving a combination of activities.

LEASED PREMISES

25.03 Must lease, either from the City or sublease from a FBO, subject to the approval of the City, an area that is equal to the total area required by the sum of the land area requirements under the individual specialized aeronautical services the Multiple Operator is providing. If a Multiple Operator has a sublease within an FBO, the minimum area may be reduced due to efficiencies of using the FBO leasehold.

25.04 If flight instruction is one of the multiple services offered, must provide both a classroom and a flight planning area in the building.

25.05 Must provide a paved taxiway within and without the leased area to satisfy aircraft movement from the Multiple Operators facilities to the existing airport taxiway system. The Multiple Operator shall provide adequate paved automobile parking space within the leased area to satisfy all of the Multiple Operator's employees and customers. Must also provide paved walkways and landscaping to meet code requirements.

25.06 Must lease or construct hangar facilities providing a total square footage that is equal to the total area required by the sum of the hangar sizes required under the individual specialized aeronautical services the Multiple Operator is providing.

HOURS OF ACTIVITY

25.07 Must maintain the longest hours of activity required elsewhere in these Minimum Standards for the Aeronautical Activities being provided.

EQUIPMENT

25.08 Must provide the facilities, equipment and services required to meet the Minimum Standards for the individual specialized aeronautical services provided.

PERSONNEL & TRAINING

25.09 Must be duly licensed by the City and the County.

25.10 Must have in its employ and on duty during the appropriate business hours, uniformed, trained personnel in such numbers as are required to meet the Minimum Standards for the aeronautical services to be provided. Multiple responsibilities may be assigned to meet the personnel requirements for each individual specialized aeronautical service being performed.

25.11 Must conduct all activities in accordance with the National Fire Protection Association and other applicable governmental safety regulations.

LEASE AGREEMENT

25.12 Each Multiple Operator shall execute either a Permit Agreement with the City and sublease with an FBO or a lease agreement or with the City all of which shall contain, insurance, indemnification, environmental requirements and a security deposit or other form of Contract Security. Insurance documents must indemnify and hold harmless the City from any claim arising from the Operator's operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

25.13 The requirements contained herein may be satisfied by an approved sublease of such space from an FBO to provide the service. Because of operational efficiencies of utilizing an FBO Leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, shop and aircraft apron than if the Multiple Operator were to lease directly from the City and construct a new facility.

25.14 Each Multiple Operator shall provide the City with a signed copy of all agreements or contracts with an FBO currently serving the Airport.

25.15 Each Multiple Operator shall advise the City within five (5) working days of any

changes in their agreement(s) or contract(s) with any FBO(s) by using the form supplied in Appendix D of these Standards.

REQUIRED FEES AND PAYMENTS

25.16 The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into the lease agreement or Permit Agreement with the City or sublease with the FBO.

SECTION 26. OTHER AERONAUTICAL SERVICES

26.01 The purpose of this section is to address the activities which, by nature of the operation or service, are not directly associated with aeronautical activities, or services that are too specialized to reasonably permit the establishment of specific Minimum Standards for each. When services are proposed which do not fall within the categories in this document, Minimum Standards will be developed on a case-by-case basis if needed, taking into consideration the desires of the proponent, the needs of the City, and the need for such service at the Airport. Any Aeronautical Activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the Director of Aviation on a case-by-case basis and be set forth in such commercial airport operator's written lease, license, permit or agreement with or from the City.

26.02 All companies intending to provide services at the Airport must have the appropriate insurance coverage and a Permit Agreement from the City before they will be allowed to do business on the Airport. Insurance documents must indemnify and hold harmless the City from any claim arising from the operations on the Airport. Insurance documents must name the City as an additional insured and must be submitted to the Director of Aviation annually.

26.03 Advanced Air Mobility. The City is interested in accommodating advanced air mobility services at the Airport and that, at the time of these Minimum Standards, the regulations relating to same are rapidly progressing. As such, any entity interested in pursuing development of a vertiport and/or in providing services to Advanced Air Mobility at the Airport should contact the Director of Aviation.

SECTION 27. PENALTY FOR VIOLATION

27.01 The Director of Aviation may deny use of the Airport for a period not exceeding fifteen (15) days for any person and/or entity violating or refusing to comply with any of these Minimum Standards pending a hearing by the Board.

27.02 Upon such a hearing, such person and/or entity may be deprived of further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property.

27.03 Any violation shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding five hundred ($500) dollars, and each day a violation continues to exist shall constitute a separate offense.

27.04 This Section 26 is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the Minimum Standards prescribed herein may be made by any authorized code enforcement officer. The Director of Aviation or the Board may request authorized code enforcement officers to investigate any suspected violation of these rules.

APPENDIX A

CHANGES TO THE STANDARDS

NUMBER	DATE	DESCRIPTION
#1	March 2014	Updates to prior Minimum Standards.
#2	July 2026	Fully Amended and Restated Minimum Standards which supersede all prior versions.

APPENDIX B

PERMIT APPLICATION

1. COMPANY INFORMATION – (name and contact information for the company)

Name & Title:			
Address:			
Telephone:		Cell:	
E-mail		Other:	

1.1 Upload or provide evidence of incorporation in the State of Florida. Flight Instructors upload a copy of FAA certificate.

1.2 Upload or provide a list of the names, addresses and telephone numbers of the principal(s) of the business having an interest equal to 51% or more of the assets or earnings of the operations.

1.3 Upload or provide resumes for the key personnel.

1.4 Provide the proposed commencement date for operations and the proposed term.

_____

_____

_____

2. COMPANY 24 HOUR EMERGENCY CONTACT

Name & Title:			
Address:			
Telephone:		Cell:	
E-mail		Other:	

3. PROPOSED SERVICES

Place a check in the box provided below for the aeronautical services that the applicant is requesting to provide at Kissimmee Gateway Airport. Applicant must submit all necessary back up information proving it meets the minimum standards for the aeronautical services it is applying to provide.

☐ Airframe and Powerplant Repair Operator

- ☐ Avionics, Instrument and/or Propeller Repair
- ☐ Manufacturer Major Service Center
- ☐ Air Cargo Services
- ☐ Air Charter or Taxi
- ☐ Aircraft Sale
- ☐ Aircraft Lease and Rental Services
- ☐ Flying Clubs
- ☐ For-Profit Flying Clubs
- ☐ Flight Academy
- ☐ Flight School
- ☐ Non-Commercial Hangar
- ☐ Commercial Hangar/Tie Downs
- ☐ Mobile Aircraft Repair and Maintenance Services
- ☐ Flight Instructor
- ☐ Aircraft Cleaning, Washing and Detailing
- ☐ Vintage Aircraft Operations, Restoration & Museum Activities
- ☐ Scheduled Commercial Services
- ☐ Multiple Aeronautical Services
- ☐ Other Aeronautical Services

4. COMPANY FINANCIAL BILLING CONTACT(S)

Name & Title: _____

Address: _____

Telephone: _____ Cell: _____

E-mail _____ Other: _____

5. COMPANY INSURANCE CONTACT

Name & Title: _____

Address: _____

Telephone: _____ Cell: _____

E-mail _____ Other: _____

5.1 Upload or provide insurance certificate.

6. REFERENCES

Please provide the name, address and telephone number of an airport employee who supervised or is otherwise familiar with your activities at each airport where you operated during the past three (3) years *(attach additional sheets as necessary)*:

Reference 1

Contact Person:	
Company	

Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

Reference 2

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

Reference 3

Contact Person:			
Company			
Title:			
Address:			
Phone Number:		Other:	
Cell Phone:		E-mail address:	

7. Upload or provide a narrative of the detailed services to be offered including evidence of applicants past experience providing similar services at a similar airport, financial capability, and technical ability to perform and/or develop the proposed services and facilities, a statement of projected gross revenues and operating expenses for each of the first five (5) years of the proposed operations at the Airport, the number of persons to be employed along with a description of their duties and responsibilities, and the tools, equipment, and inventory, if any, that applicant will furnish for the proposed service. The Airport may alter the requested information in this section based upon the proposed service to be provided and the complexity of the proposal.

8. Upload or provide a site plan and other documentation including the amount of land required for the proposed service and any buildings or other facilities proposed to be constructed or facilities required, a detailed site plan for the proposed operations, the estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.

9. Upload or provide any additional documentation required based on your selection in SECTION 3 – PROPOSED SERVICES.

ADDITIONAL INFORMATION

a. As a general rule, Permit Agreements for Specialized Aeronautical Service providers will be renewed on an annual basis and shall contain a thirty (30) day cancellation clause by either party to the agreement.

b. The following items must be on hand prior to start of operations:
- A fully executed Permit Agreement with the Kissimmee Gateway Airport,
- A security deposit.
- Proof of insurance (Insurance Certificate) as required by the type of agreement.

c. Submit or return this completed application, along with the items listed above, the relevant application fee* and any additional information or materials requested by the City, to:

Kissimmee Gateway Airport
Director of Aviation
401 Dyer Boulevard
Kissimmee, FL 34741

Signature	Date
Print Name	Phone Number

*NOTE: Application fee must be submitted by mail or in person to the address provided above.

APPENDIX C

APPLICATION FOR NON-AVIATION USE OF HANGAR

Kissimmee Gateway Airport

The use of a Fixed Base Operator's (FBO) leasehold for non-aviation commercial use is subject to express written approval from the Airport. The Airport shall have five (5) days from receipt of a complete application to review and approve or deny an application in its sole and absolute discretion. In an emergency an application submitted less than five (5) days prior to the proposed use may be considered by the Airport, however in addition to all other requirements contained herein, the applicant shall provide an explanation for the untimely submittal.

Applicant:_____
Date:_____ Contact Person for Applicant:_____
Proposed User(s):_____
Proposed Use(s)_____
Location of Proposed Use(s):_____
Hours for the Proposed Use(s):_____
Person Responsible for Event Charges:_____
Date of Event: _____ Set-up Start Time: ____(a.m.)(p.m.) Breakdown End Time:____(a.m.)(p.m.)
Event Start Time: _____(a.m.)(p.m.) Event End Time:____(a.m.)(p.m.)
Proposed use □Private □Private Limited Tickets □ Public Tickets (unlimited)
Estimated Number of Participants (not including spectators): _____
Estimated Number of Spectators Attending Event: _____

Executed Agreement with FBO conditioned upon approval by the Airport □Yes □No □Attached
Insurance Certificates which meet the Airport requirements □Yes □No □Attached
Parking Agreement between FBO and the Airport required □Yes □No
Parking Agreement executed by FBO and attached □Yes □No □Attached
City Fire Marshall Standards Provided [Fire watch/Doors to Hangar Open] □Yes □No
Is Event Sponsored by: □FBO □Government □Non-Profit Entity □For Profit Entity
Do you intend to dispense, sell, or permit any alcoholic beverages: □Yes □No
(If yes, explain which ones:_____)
Do you intend to serve or sell any food, goods, or services: □Yes □No
(If yes, explain which ones:_____)
Are fireworks or other pyrotechnics going to be used: □Yes □No
(If yes, explain:_____)
Will any tent(s), stages, or other structures be used: □Yes □No
(If yes, explain which ones: _____)
Will there be any amplified sound equipment be used: □Yes □No
(If yes, explain what type _____ Decibel level _____ How/where will power source be accessed _____)
Who will provide other clean-up (trash, etc.) after the event:_____
Give a description of ALL event activities:_____
_____

A completed application must include this form fully completed, the proposed or executed facility use agreement, a parking agreement form executed by the FBO ready for ISM to execute and proof of insurance for both the airport lessee and ISM

CERTIFICATION BY APPLICANT: I CERTIFIED THAT ALL INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT, I UNDERSTAND THE EVENT MAY BE CANCELLED BY THE DIRECTOR OF AVIATION, FIRE MARSHALL OR THE CHIEF OF POLICE SHOULD ANY CONDITIONS/STIPULATIONS OF THE AGREEMENT, ANY PERMIT OR CITY ORDINANCE OR STATE STATUTE BE VIOLATED. I CERTIFY THAT I AM AUTHORIZED BY THE ORGANIZATION NAMED HEREIN TO ACT AS ITS AGENT FOR THE HEREIN DESCRIBED ACTIVITY. I ALSO HAVE RECEIVED THE NOTICE INFORMING ME OF MY RESPONSIBILITIES AND OBLIGATIONS SHOULD I CANCEL THE EVENT.

BY FILING THIS APPLICATION, I, AND THE ORGANIZATION ON WHOSE BEHALF I MAKE THIS APPLICATION, CONTRACT AND AGREE THAT WE WILL JOINTLY AND SEVERALLY INDEMNIFY AND HOLD THE AIRPORT HARMLESS AGAINST LIABILITY, INCLUDING COURT COSTS AND ATTORNEYS' FEES FOR TRIAL AND ON APPEAL, FOR ANY AND ALL CLAIMS FOR DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OR PERSONS ARISING OUT OF OR RESULTING FROM THE ISSUANCE OF THE PERMIT OR THE CONDUCT OF THE ACTIVITY OR ANY OF ITS PARTICIPANTS.

_____ _____

Signature of Applicant Signature of Proposed User

_____ _____

Print name Print Name

□Signature □Velocity □Other

_____

Entity

_____

Reviewed by: Director of Aviation - ISM Operations (or Designee) Signature

Recommend □Approval □Denial

_____

Print Name

APPENDIX D

NOTIFICATION OF ADDITION OR CANCELLATION OF A CONTRACT

Date: _____

Kissimmee Gateway Airport
Director of Aviation
401 Dyer Boulevard
Kissimmee, Fl 34741

Company Name: _____, hereby

notifies the Kissimmee Gateway Airport of the following:

Has a New Contract with:

Tenant	Effective Date	Type of Service

Has Terminated Contract with:

Tenant	Effective Date	Type of Service that was Provided

Sincerely,

Name: _____
Title: _____
Date: _____

Please email to the Kissimmee Gateway Airport at Airport@Kissimmee.gov

APPENDIX E

INSURANCE REQUIREMENTS

KISSIMMEE GATEWAY AIRPORT MINIMUM INSURANCE REQUIREMENTS

Classification	Aircraft Liability	Premises (GL) Liability	Automobile Liability	Workers Compensation	Hangar Keepers L iability	Fire Legal	Fire & Extended Coverage Full Replacement Value	Environmental Impairment Liability	Employers Liability	Umbrella / Excess Liability	Commercial General Liability	Remarks
Fixed Base Operator (FBO)	$50,000,000	$1,000,000	$1,000,000	Statutory	10,000,000	$1,000,000		$1,000,000	Statutory		$50,000,000	
Airframe and Powerplant Repair Services	$100,000	$1,000,000	$100,000	Statutory	$500,000				Statutory		$1,000,000	
Avionics, Instrument & Propeller Repair Services	$100,000	$1,000,000	$100,000	Statutory	$500,000				Statutory		$1,000,000	
Manufacturer Major Service Center Services	$5,000,000	$2,000,000	$500,000	Statutory	$1,000,000	$1,000,000		$5,000,000	Statutory		$2,000,000	
Air Cargo Services	$1,000,000	$1,000,000	$500,000	Statutory	$500,000^	$500,000^		$1,000,000	Statutory		$1,000,000	
Air Charter Services	$2,000,000	$1,000,000	$500,000	Statutory	$500,000^	$500,000^		$1,000,000	Statutory		$2,000,000	
Aircraft Sales	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	Statutory	As Determined by Airport and Risk				Statutory		As Determined by Airport and Risk Management	
Aircraft Lease and Rental Services	$1,000,000	$1,000,000	$500,000	Statutory	$500,000^	$500,000^		$1,000,000	Statutory		$1,000,000	
Flying Club	$1,000,000	$1,000,000	$500,000	Statutory	$500,000^	$500,000^		$1,000,000	Statutory		$1,000,000	
Flight Academy	$2,000,000	$1,000,000	$500,000	Statutory	$1,000,000	$1,000,000		$1,000,000	Statutory		$2,000,000	
Flight School	$1,000,000	$1,000,000	$500,000	Statutory	$500,000^	$500,000^		$1,000,000	Statutory		$1,000,000	
Aviation Maint. Tech. School	$1,000,000	$1,000,000	$500,000	Statutory	$1,000,000	$1,000,000		$1,000,000	Statutory		$1,000,000	
Non-Commercial Hangar*	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	Statutory	As Determined by Airport and Risk Management				Statutory		As Determined by Airport and Risk Management	
Commercial Hangar/Tie Downs**	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	Statutory	As Determined by Airport and Risk Management				Statutory		As Determined by Airport and Risk Management	
Mobile Aircraft Repair & Maintenance Services	$100,000	$1,000,000	$500,000	Statutory					Statutory		$1,000,000	
Flight Instructor	$1,000,000	$1,000,000		Statutory				$1,000,000	Statutory		$1,000,000	
Aircraft Cleaning, Washing & Detailing Services		$1,000,000	$500,000	Statutory					Statutory		$1,000,000	
Rental Car Services		$500,000	$1,000,000	Statutory					Statutory		$1,000,000	
Vintage Aircraft Restoration Services	$1,000,000	$1,000,000	$100,000	Statutory					Statutory		$1,000,000	
Scheduled Commercial Services	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	Statutory	As Determined by Airport and Risk Management				Statutory		As Determined by Airport and Risk Management	
Multiple Aeronautical Services	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	Statutory	As Determined by Airport and Risk Management				Statutory		As Determined by Airport and Risk Management	
Other Aeronautical Services***	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	As Determined by Airport and Risk Management	Statutory	As Determined by Airport and Risk Management				Statutory		As Determined by Airport and Risk Management	

***Defined as sightseeing tours, aerial photography, aerial survey, crop dusting, and aerial advertising etc.…**

^ Hangar Keeper if hangar is procured or built for operations when established

**** If the building is leased, limits shall be $100,000.00 If the building is owned, limits shall be 90% of the full replacement value.**

***** If storing a non-owned aircraft Hangar Keeper Liablity is required.**

NOTE: Special events and activities shall have limits as determined by Risk Management. Events must submit contracts 30 days prior to the start of the event for insurance minimums to be assigned.

NOTE: The City of Kissimmee - Kissimmee Gateway Airport shall be listed as additional insured on all liability coverages and a waiver of subrogation in the City's favor provided on Workers' Compensation and Unemployment Insurance.

NOTE: A renewal certificate shall be issued 30 days prior to expiration of coverage.