

**DRAFT FOR PUBLIC COMMENT – 11/1/2022**

**OKALOOSA COUNTY AIRPORTS SYSTEM**

**MINIMUM STANDARDS FOR**

**COMMERCIAL AERONAUTICAL ACTIVITIES**

**FOR**

**DESTIN EXECUTIVE AIRPORT**

**AND BOB SIKES AIRPORT**

**[DATE] 2022**

## TABLE OF CONTENTS

<b>I. DEFINITIONS</b> .....	<b>1</b>
<b>II. INTRODUCTION</b> .....	<b>4</b>
A. General.....	4
B. Effectiveness and Amendment .....	4
C. Covered <i>Entities</i> and <i>Activities</i> .....	5
D. Non-Covered <i>Entities</i> and <i>Activities</i> .....	5
E. Prohibited Activities .....	6
F. Waivers and Variances .....	6
G. Additive Standards and Conflicts .....	7
<b>III. APPLICATIONS FOR COMMERCIAL AERONAUTICAL AGREEMENTS</b> .....	<b>9</b>
A. Statement of Interest .....	9
B. Notice / Procurement .....	9
C. Written Application .....	10
D. Supporting Documents.....	12
<b>IV. REVIEW OF APPLICATION</b> .....	<b>13</b>
<b>V. STANDARD REQUIREMENTS FOR ALL COMMERCIAL AERONAUTICAL ACTIVITIES AND OPERATORS</b> .....	<b>15</b>
A. Capability/Experience.....	15
B. Agreement Requirements.....	15
C. Insurance Requirement. ....	16
D. Compliance. ....	17
E. Facilities, Maintenance and Equipment.....	18
F. Personnel.....	20
G. Notice and Reporting.....	20
H. Subcontracting, Subleasing and Assignment.....	21
<b>VI. MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs)</b> .....	<b>23</b>
A. General.....	23
B. Premises Generally .....	24
C. Hours of Operation .....	25
D. Required Services .....	25
E. Fueling Services.....	26
F. Additional Optional Services.....	27
G. Right to Self-Fueling Reserved.....	27
<b>VII. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOs)</b> .....	<b>28</b>
A. Minimum Standards for all SASOs .....	28
B. Aircraft Rental (Commercial Only).....	29
C. Aircraft Sales .....	30
D. Avionics Sales and Servicing.....	31

**DRAFT FOR PUBLIC COMMENT – 11/1/2022**

E. Air Charter and Taxi Service .....31  
F. Air Tours .....32  
G. Aircraft Engine and Airframe Maintenance and Accessory Sales.....33  
H. Crop-Dusting Operations .....34  
I. Commercial Ground Handling Services .....35  
J. Flight Training .....36  
K. Hangar Keepers.....37  
L. Unmanned Aerial Systems (UAS) Operators .....39  
M. Skydiving/Parachute Jumping and Ultralights.....40  
N. Non-Commercial Flying Clubs.....41  
O. Itinerant Maintenance Providers .....42  
P. Other Aeronautical Functions .....43

DISCUSSION DRAFT

**MINIMUM STANDARDS FOR  
COMMERCIAL AERONAUTICAL ACTIVITIES  
DESTIN EXECUTIVE AIRPORT  
AND BOB SIKES AIRPORT**

Okaloosa County, as owner and operator of the Destin Executive Airport and the Bob Sikes Airport, recognizing the necessity of identifying uniform, non-discriminatory standards to ensure the safe and efficient operation of the Destin Executive Airport and the Bob Sikes Airport, through its Board of County Commissioners hereby promulgates and adopts the following Minimum Standards for the use of any land or facility on said airports.

Any current or prospective Commercial Aeronautical Operator bears the burden of reviewing and complying with both these Minimum Standards and the Rules and Regulations, and any updates thereto, as well as with the conditions of any applicable Agreement and all applicable local, state, and federal laws.

**I. DEFINITIONS**

As used herein, the following terms shall have the meanings indicated:

Aeronautical Activity – Any operation that involves or facilitates the operation of aircraft. Aeronautical Activities do not include any operation, commercial or otherwise, not directly related to the operation of aircraft, *e.g.*, restaurant, hotel, rental car, newsstand, or other concessions.

Agreement – A lease or other written agreement approved by the County that authorizes the conduct of a Commercial Aeronautical Activity on the Airport.

Air Carrier – A Commercial Aeronautical Operator holding an operating certificate under 14 C.F.R. Part 121.

Air Taxi/Charter – An operator licensed by the Federal Aviation Administration to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the Federal Aviation Administration. This term specifically includes, but is not limited to, operators certificated by the FAA under 14 C.F.R. Part 135 or regulated under 14 C.F.R. Part 380.

Air Tour Service – The provision of passenger-carrying tour flights operating pursuant to 14 C.F.R. § 91.147.

Airports – Collectively, Bob Sikes Airport (“CEW”) and Destin Executive Airport (“DTS”), including all of the areas, buildings, facilities, and improvements within the interior boundaries of each such Airport as such Airport now exists or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan approved by the FAA. The term “Airport” in these Minimum Standards applies equally to both of the Airports individually except where a provision states, or context clearly implies, otherwise.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Airport Layout Plan – The current, FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

Airport Operations Center or AOC – The County facility that oversees day-to-day and emergency operations of the Airports. The AOC is the appropriate point of contact for reporting many emergency or operational issues on the Airports. The AOC is staffed twenty-four (24) hours a day, every day of the year, by at least one employee of the Sheriff's Office or the County and is typically able to dispatch assistance or contact Airport staff to address on-Airport incidents and resolve other questions and matters. At the time of promulgation of these Minimum Standards, the telephone number for the AOC is (850) 651-7166.

Airport Security Program – The written plan concerning security on the Airport, containing the elements specified by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.

Airport Use Fee – The fee assessed by the County on Commercial Aeronautical Operators in exchange for the right to do business on the Airport.

Airports Director – The Okaloosa County Airports Director and any individual delegated by the Airports Director to exercise any of the Airports Director's official authority, including the authority to administer and direct the operation of the Airport and to enforce and administer the Rules and Regulations and the Minimum Standards.

Applicant – An Entity applying to conduct a Commercial Aeronautical Activity on the Airport.

Commercial Aeronautical Activity – Any Aeronautical Activity conducted for commercial purposes.

Commercial Aeronautical Operator – An Entity conducting a Commercial Aeronautical Activity on the Airport.

County – Okaloosa County, Florida, including all such county's agencies, departments (including but not limited to the County's Department of Airports), boards, and other divisions or subsidiaries, and including all such county's employees, commissioners, authorized representatives, successors, contractors, and other agents, including but not limited to the Airports Director.

Entity – Any person, firm, general or limited partnership, corporation, limited liability corporation, trust, association or similar entity making application for, leasing, or using any land or facility on the Airport.

FAA – The Federal Aviation Administration.

Fixed Base Operator or FBO – A full-service Commercial Aeronautical Operator that provides commercial fueling and all of the specific Commercial Aeronautical Activities required by Article VI of these Minimum Standards.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Flying Club – A nonprofit or not-for-profit entity organized for the express purpose of providing its members with the non-commercial use of aircraft for their personal use and enjoyment.

Gross Sales – The revenue generated and collected by the Commercial Aeronautical Operator through its provision of the Commercial Aeronautical Activity on the Airport, prior to any deductions.

Itinerant Maintenance Provider – A Commercial Aeronautical Operator that leases no space on the Airport, neither controls nor owns any facilities or structures on the Airport, and either arranges for the performance of a Commercial Aeronautical Activity on behalf of others at the Airport or whose sole Commercial Aeronautical Activity on the Airport is to provide aircraft maintenance from time to time at the invitation of an aircraft operator.

Minimum Standards – The qualifications established herein, as amended from time to time by the County, setting forth the minimum requirements that must be met to conduct a Commercial Aeronautical Activity on the Airport.

Rules and Regulations – Those lawful rules and regulations promulgated by the County for the orderly use of the Airport, as such rules and regulations may be amended, modified, or supplemented from time to time. The Rules and Regulations shall be reasonable and not unjustly discriminatory with respect to aeronautical users of the Airport.

Specialized Aeronautical Service Operator or SASO – An Entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include commercial fueling.

Through-the-Fence or TTF Operations – Those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering a Commercial Aeronautical Activity or to owners of aircraft based on land adjacent to, but not part of, the airport.

Variance – The conditional grant of a modification to the Minimum Standards requirements, often for only a temporary period to address unique facts or hardships.

Waiver – The conditional grant of an exemption, or partial exemption, from one or more requirements of the Minimum Standards.

# DRAFT FOR PUBLIC COMMENT – 11/1/2022

## II. INTRODUCTION

### A. General

1. These Minimum Standards are adopted by the County. The County, however, delegates the oversight, enforcement, and approval authority associated with the Minimum Standards to the Airports Director (or to his or her designee).
2. All Commercial Aeronautical Activities conducted at or from the Airport must be authorized in an Agreement approved by the County, and all such Agreements authorizing the use of Airport property and facilities for Commercial Aeronautical Activities shall be performed in accordance with these Minimum Standards and the Rules and Regulations.
3. In addition to the Minimum Standards, all persons on the Airport are subject to all applicable provisions of federal law and the laws of the State of Florida and of Okaloosa County.
4. The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The County reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available.
5. These Minimum Standards cancel and supersede all previous minimum standards governing use of the Airport.
6. The invalidation of any specific minimum standard shall not affect the validity of the remainder of the Minimum Standards.
7. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.

### B. Effectiveness and Amendment

1. The Minimum Standards shall be effective upon enactment and shall apply to (i) any new Agreement to conduct a Commercial Aeronautical Activity on the Airport; and (ii) any existing Agreement and any amendment to an existing Agreement, to the fullest extent permissible and in the manner provided under any such Agreement. An Entity may request an advisory opinion from the Airports Director as to the application of the Minimum Standards to the Entity.
2. The County shall review these Minimum Standards from time to time and shall recommend such revisions or amendments as the County may deem necessary under the circumstances surrounding the Airport to protect the health, safety and interest of the County and the public. Upon approval of any such amendment, all Commercial Aeronautical Operators shall be required to conform to such amended standards to the extent permitted under the then-effective Agreement.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

3. Upon the expiration of an Agreement authorizing a Commercial Aeronautical Activity, the party to the Agreement may seek a new Agreement in accordance with the procedural and substantive requirements of the Minimum Standards then in effect. Nothing herein shall be construed to convey the right to continue to conduct a Commercial Aeronautical Activity beyond the term of any applicable Agreement.

### C. Covered Entities and Activities

The Minimum Standards shall apply to the following Entities and activities:

1. Any Entity proposing to conduct, or conducting, a Commercial Aeronautical Activity at or from the Airport, including Fixed Base Operators and Specialized Aeronautical Service Operators, whether or not such Entity is based on the Airport.
2. The County, in any instance in which the County elects to operate a Commercial Aeronautical Activity on the Airport.

### D. Non-Covered Entities and Activities

#### 1. Non-Covered Entities

Notwithstanding the foregoing provisions of this Article II, the Minimum Standards shall not apply to the following Entities:

- (a) A flight instructor occasionally accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an aircraft that is not based on the Airport, unless in the Airports Director's reasonable discretion the flight instructor is making regular or frequent use of the Airport; and
- (b) An aircraft manufacturer providing parts and services at the specific request of an aircraft owner or operator pursuant to a "rapid response" or similar program to provide outsourced aircraft maintenance at a remote location.

#### 2. Non-Covered Activities

The Minimum Standards shall not apply to the following activities:

- (a) Any activities other than Commercial Aeronautical Activities or Flying Clubs, including, without limitation, individuals storing their own aircraft; and
- (b) Self-servicing and self-fueling by a tenant to the extent permitted by the Rules and Regulations.



**E. Prohibited Activities**

**1. Through-the-Fence Operations**

Except as expressly permitted by the County and approved by the FAA, these Minimum Standards expressly forbid all Through-the-Fence Operations. The County's obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF Operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to Airport access.

**2. Cross-Ownership**

All Commercial Aeronautical Operators have an affirmative obligation to identify if they hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in any on-Airport Commercial Aeronautical Operator or other commercial service provider. Consistent with the County's obligation to avoid granting exclusive rights, no Commercial Aeronautical Operator may hold or control such interests in more than one on-Airport Commercial Aeronautical Operator or other commercial service provider absent written authorization by the County.

**3. Subleasing**

No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use.

**4. Commercial Fuel Services by Entities Other than FBOs**

The sale of fuel on the Airport may be conducted only by those Entities meeting the Minimum Standards for a Fixed Base Operator. Fuel co-ops are not permitted on the Airport for any purpose.

**F. Waivers and Variances**

**1. Waivers**

The County may issue a Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention and firefighting.

In all other instances, the County may approve a Waiver of the Minimum Standards upon finding that each of the following conditions is satisfied:

- (a) The Commercial Aeronautical Operator seeking the Waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of its Agreement.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

- (b) The Waiver is needed to alleviate the financial burden of initiating a new, or expanding an existing, Commercial Aeronautical Activity on the Airport.
- (c) The County finds that the Waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high-quality products, services and facilities to Airport users.

In extraordinary circumstances, the County may also grant a Waiver under circumstances that are fair and equitable when the Commercial Aeronautical Operator is unable to satisfy one or more of the above conditions.

### 2. Variances

The County may approve a Variance of the Minimum Standards upon finding that each of the following conditions is satisfied:

- (a) A special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome.
- (b) The Variance is narrowly tailored to address the special condition or unique circumstance.
- (c) The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule enforceable by the County.
- (d) The Variance will not create an unfair competitive relationship among Commercial Aeronautical Operators on the Airport.
- (e) The County finds that the Variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high-quality products, services and facilities to Airport users.

Any Waiver or Variance approved by the County hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and (i) shall not serve to amend, modify, or alter the Minimum Standards, (ii) shall have no precedential effect as to circumstances that may arise in the future on the Airport, and (iii) shall not create any rights for the specific Commercial Aeronautical Operator to be granted a Waiver or Variance in like circumstances in the future.

### **G. Additive Standards and Conflicts**

Except as otherwise specifically provided herein, Commercial Aeronautical Operators must meet every minimum standard for every authorized Commercial Aeronautical Activity they conduct.

In the event of conflicting minimum standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between a Commercial Aeronautical Operator's Agreement and the Minimum Standards, the terms of the

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Agreement shall apply. However, in no event shall an Agreement with standards less stringent than these Minimum Standards govern unless the County has granted the Commercial Aeronautical Operator a Waiver or Variance as described in Section II.F or an accommodation as described in this Section II.G.

The County may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a minimum standard that is less than the sum of the standards for each Commercial Aeronautical Activity if the County finds that each of the following conditions is satisfied:

1. Such minimum standard will not affect the Commercial Aeronautical Operator's ability to provide high-quality products, services and facilities to Airport users in keeping with the policies hereof.
2. Such minimum standard will not create an unfair competitive relationship among Commercial Aeronautical Operators on the Airport.

Any accommodation granted pursuant to this provision shall not constitute a Waiver or Variance as provided in Section II.F above.

**III. APPLICATIONS FOR COMMERCIAL AERONAUTICAL AGREEMENTS**

Applications for permission to conduct any Commercial Aeronautical Activity on the Airport shall be made to the Airports Director. If the Airports Director deems the application complete, the Airports Director shall thereafter present the application to the Board of County Commissioners and any other County department or office as required by law or as deemed appropriate by the Airports Director. The Applicant shall submit all information and material necessary, or requested by the County, to establish to the satisfaction of the County that the Applicant will qualify and will comply with these Minimum Standards. The application shall be signed and submitted by a party owning an interest in the business, or the individual who will be managing the business, or partner of a partnership, or a director or an officer of a corporation.

A Commercial Aeronautical Operator on the Airport as of the date of enactment of these Minimum Standards shall not be required to submit a statement of interest or application as described by this Article III, nor be or subject to review under Article IV, with respect to the current Agreement. However, at the time of enactment of these Minimum Standards, the Airports Director may request that such Commercial Aeronautical Operator provide the information listed in Article III, Paragraph C, to complete the County's records.

An Entity conducting any Commercial Aeronautical Activity without an Agreement with the County as of the date of enactment of these Minimum Standards shall be required to submit an application.

**A. Statement of Interest**

The County will not accept or take action on a request or application to conduct a Commercial Aeronautical Activity on the Airport until after the proposed Applicant submits a Statement of Interest in writing which provides: (1) a general overview and scope of the proposed Commercial Aeronautical Activity(ies), including the general area of the Airport in which such proposed activity(ies) shall occur; and (2) adequate contact information, including the name, mailing address, email address and telephone number of the Applicant.

**B. Notice / Procurement**

Upon receipt of a statement of interest, or on its own initiative, the County may authorize a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation. In such event:

1. The County shall issue a Request for Qualifications or a Request for Proposals in a manner consistent with then-applicable local, state, and Federal procurement requirements to determine whether any other Entity is interested in performing and qualified to perform the same or similar Commercial Aeronautical Activity.
2. The County shall accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

In the discretion of the County, all other Entities then conducting Commercial Aeronautical Activities on the Airport who, in the opinion of the County, would be directly affected by the approval of an application to conduct a Commercial Aeronautical Activity pursuant to a Request for Qualifications or a Request for Proposals may also be notified of the filing of such statement of interest and the time and place of the County meeting to consider the same.

### C. Written Application

If the County elects to issue a Request for Qualification or Request for Proposals, it will request a written application from interested parties. If not, the County will only request a written application from the initial Applicant. The written application shall be in the form prescribed by the Airports Director, or, in the absence of a form, shall include the information listed below and any such additional information as may be requested by the County or the Airports Director.

Simultaneously with submitting an application, the Applicant shall pay the County a non-refundable application fee according to the fee schedule set forth at Appendix C, which may be amended by the County from time to time. Should the County approve an application, such application fee shall be credited towards the Applicant's first month's rent or Airport Use Fee under the resulting Agreement.

Upon the consideration of the application, the County shall determine whether the Applicant meets the standards and qualifications as herein set out and whether such application should be granted in whole or in part, and if so, upon what terms and conditions.

Unless otherwise directed in a form prescribed by the Airports Director, each Applicant for permission to conduct any Commercial Aeronautical Activity on the Airport shall provide the following information in writing:

1. The name and address of the Applicant.
2. Comprehensive listing of the scope of the proposed Commercial Aeronautical Activity(ies).
3. With respect to the real property that the Applicant seeks to lease from the County, or to sublease from another Entity:
4. A map, to scale, depicting clearly the property's location, size, and borders.
5. If applicable, who currently leases such property.
6. What form of agreement with the property's lessor, if applicable, the Applicant proposes to enter into to lease or otherwise use such property.
7. Map, to scale, of the amount, configuration, and location of (i) the land requested or desired to be constructed or leased from the County or (ii) the land or facilities to be subleased from another Entity for the purpose of conducting the Commercial Aeronautical Activity.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

8. The names and the qualifications of the personnel to be involved in conducting such activity(ies).
9. The financial responsibility and ability of the Applicant to perform and provide the activity(ies) sought for a minimum of five (5) years. The County shall be the sole judge of what constitutes adequate financial capacity.
10. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity(ies), including the number, type(s) and basing of aircraft to be provided/maintained (as applicable).
11. Copies of the necessary certificates from the FAA or other authority where the same are required for the activity proposed, or demonstration that the Applicant can reasonably obtain such approvals.
12. The requested or proposed date for commencement of the activity(ies) and the term of conducting the same.
13. A map, to scale, showing the size and position of the building(s) to be constructed or leased and the proposed design and terms for the construction of any additional space and the ownership, leasing or sub-leasing thereof. The estimated cost of any structure(s) or facility(ies) to be furnished, the proposed specifications for same, and the means or method of financing such constructions or acquisition of facilities.
14. The specific types and amounts of insurance proposed in accordance with minimum requirements for the activity(ies).
15. Names and financial statement(s) of proposed guarantor(s) for the Agreement, if appropriate.
16. Proforma operating statement for first year.
17. Identification of any and all bankruptcies relating to the Applicant and the Applicant's principals.
18. Disclosure of any and all documented violations by the Applicant and/or the Applicant's principals of FAA regulations.
19. Copies of all proposed safety and emergency response plans that are required by the County's form operating agreement, which is either attached to these Minimum Standards or available for review from the Airports Director, in order to perform the proposed Commercial Aeronautical Activity(ies).
20. Disclosure if any Entity holding or controlling, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) ("cross-ownership") in any on-Airport commercial service provider (aeronautical or non-aeronautical) is involved in the ownership or management of the potential

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

operator, provide complete information about the extent and nature of such cross-ownership.

21. Copies of every Form 7460 submitted to the FAA and any approvals or other determinations from the FAA, if any.

### **D. Supporting Documents**

If requested by the County, the Applicant shall submit the following supporting documents to the County, together with such other documents and information as may be requested by the County:

1. Financial Statement. A current financial statement certified by a Certified Public Accountant.
2. Assets. A written listing of the assets owned or being purchased which will be used in the operation of the business on the Airport.
3. Credit Report. A current credit report covering all areas in which the Applicant has done business during the past ten years.
4. Authorization for Release of Information. A written authorization for the FAA and all aviation or aeronautical commissions, administrators, or departments of all states in which the Applicant has engaged in aviation business to supply the County with all information in their files relating to the Applicant or its operation. The Applicant shall execute such forms, releases and discharges as may be requested by any of those commissions, administrators, or departments.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

### IV. REVIEW OF APPLICATION

The County shall not take action on an application to conduct a Commercial Aeronautical Activity on the Airport unless and until it has received all required and/or requested information and documentation specified in Sections III.C. and III.D. above.

In reviewing an application to conduct a Commercial Aeronautical Activity on the Airport, any of the following reasons shall be grounds for denial of that application:

1. Not Qualified. The Applicant for any reason does not meet the established qualifications, standards, or requirements.
2. Safety and Efficiency. The Applicant's proposed operations or construction will impair the safe and efficient operation of the Airport.
3. County Expenditure. The granting of the application will require the County to spend airport revenue or public funds, or to supply labor or materials in connection with the proposed operations that the Airport Director determines is not justified.
4. Availability. There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the Applicant at the time of the application.
5. Non-Compliance with Airport Layout Plan or Airport Master Plan. The proposed operation or Airport development or construction does not comply with the Airport Layout Plan or is inconsistent with the current airport master plan, if any.
6. Misrepresentation. Any party applying, or interested in the business, has either intentionally or unintentionally, supplied the County with any false information or has misrepresented any material fact in his application or in supporting documents or has failed to make full disclosure on his application or in supporting documents.
7. History of Violations. Any party applying, or interested in the business, has a record of violating the minimum standards or the rules and regulations of this or any other airport, or the Federal Aviation Administration regulations.
8. Lack of Authorization. The Applicant lacks any permit, license, or other authorization required by the FAA or any other federal, state, or local agency to conduct any of the operations or development the Applicant proposes, and the Applicant does not demonstrate to the County's satisfaction that it will obtain all such required authorizations as necessary to undertake such proposed operations or development.



## DRAFT FOR PUBLIC COMMENT – 11/1/2022

9. Defaulted Performance. Any party applying, or interested in the business, has defaulted in the performance of any Agreement with the County or any other entity.
10. Poor Credit Report. Any party applying, or interested in the business, has a credit report which contains derogatory information and who does not appear to have satisfactory business responsibility and reputation.
11. Lack of Finances. The Applicant does not appear to have, or have access to, the finances necessary to conduct the proposed operation for a minimum period of six months.
12. Undue Risk. Any party applying, or interested in the business, has been convicted of any crime or violation of any ordinance of such nature that it indicates to the County that the Applicant would create an undue safety, security, financial, and/or compliance risk to the County or the Airport.
13. FAA Determination. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.
14. Other. Denial of the application is otherwise appropriate because it would cause the County to be in violation of applicable federal, state or local obligations.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

### V. STANDARD REQUIREMENTS FOR ALL COMMERCIAL AERONAUTICAL ACTIVITIES AND OPERATORS

The following performance standards apply to all Commercial Aeronautical Operators and Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Articles VI and VII of these Minimum Standards.

#### A. Capability/Experience.

Every Applicant for permission to conduct any Commercial Aeronautical Activity(ies) on the Airport shall satisfy the County that such Applicant has:

1. The managerial and operational ability to plan and perform the same or similar or comparable type of service or activity in a good and workmanlike manner.
2. The financial responsibility and technical ability to provide facilities and services proposed.
3. The capability of consistently providing the required products, services and facilities and engaging in the required Commercial Aeronautical Activities in a safe, secure manner in service to and to the benefit of the general public.

#### B. Agreement Requirements.

##### 1. General.

An Agreement is a prerequisite to providing any Commercial Aeronautical Activity on or from the Airport. Upon approving an application to conduct a Commercial Aeronautical Activity on the Airport, the County shall cause to be prepared an Agreement setting forth the terms and conditions governing such proposed Commercial Aeronautical Activity(ies).

Title to any improvements is to vest in the County upon expiration or termination of the Agreement, subject to the rights of mortgagee, unless separately addressed in the Agreement.

Grounds for termination of the Agreement shall include, without limitation, the Commercial Aeronautical Operator's failure (a) to remain current in the payment of all rents, fees, charges, pass-through expenses, and other sums due and owing to the County, or, if permitted by the Agreement, (b) to pay any such sum that is late or delinquent, and any required interest or late fees, within the period specified by the Agreement, or (c) to remain in compliance with these Minimum Standards or the Rules and Regulations.

##### 2. Agreement Terms.

The Agreement with the County must state the terms and conditions under which the Commercial Aeronautical Operator will do business on the Airport, including but not limited to the term of Agreement; the applicable rentals, fees, or charges; the rights, privileges and obligations of the respective parties; and other relevant covenants.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Each Commercial Aeronautical Operator shall each year pay to the County an Airport Use Fee in the applicable amount set forth in Appendix D. The specific provisions concerning the Airport Use Fee (*e.g.*, due dates, mechanism of payment, etc.) shall be set forth in each individual Agreement. The calculation of Gross Sales, if applicable, shall also be specifically set forth in each individual Agreement. The County reserves the right to modify Appendix D, including the amount or type of Airport Use Fee to be paid, at any time and for any reason.

Agreement term lengths may be determined by the County depending upon such factors as the degree of investment made by the prospective tenant, the remaining value of such improvements at the end of the proposed lease or contract term, and requirements of federal law.

Agreements for Commercial Aeronautical Activities shall contain or reference all provisions required by the Federal Aviation Administration as a condition of any federal grant to the County and shall also incorporate these Minimum Standards and the Rules and Regulations by reference.

### C. Insurance Requirement.

1. All Commercial Aeronautical Operators shall maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted on the Airport, including indemnity insurance or bond to protect and hold the County and the County's employees, agents and assigns harmless from any liability in connection with the conduct of the activity proposed. The insurance policy terms and coverage limits requirements applicable to each type of Commercial Aeronautical Activity are set forth in Appendix A to these Minimum Standards.
2. Each Commercial Aeronautical Operator shall maintain insurance throughout the term of the Agreement. The applicable insurance coverage shall be in force during the period of any construction of the Commercial Aeronautical Operator's facilities and/or prior to its entry upon the Airport for the conduct of its business. Lapses in insurance coverage may result in denial of access to the Airport and/or termination of the Agreement.
3. Any Commercial Aeronautical Operator who, by nature of its size, has become self-insured shall furnish evidence of such self-insurance and shall hold the County and the County's employees, agents and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.
4. Each Commercial Aeronautical Operator, and any of such Commercial Aeronautical Operator's contractors or subcontractors doing business on the Airport, shall provide a Certificate of Insurance listing the County as an additional insured. This obligation shall not apply to any workers' compensation policy. It shall be the Commercial Aeronautical Operator's responsibility to ensure that its contractors and subcontractors fulfill the requirements of this paragraph. Each insurance policy, except a workers' compensation policy, shall cover both bodily injury and property damage. Each insurance policy shall be primary and non-contributory. Each policy, except a

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Commercial Aeronautical Operator under an Agreement. It shall be the Operator's responsibility to pay any retention or deductible for the coverages required herein and in the Agreement. Insurance shall be secured by a company authorized to conduct business in the State of Florida and shall be issued by insurers having a rating of at least "A" VIII by A.M. Best, or an equivalent rating by a similar rating entity acceptable to the County. Insurance policies must include a requirement that a 30-day notice of cancellation, material change, or non-renewal will be sent to the Airports Director.

5. In requiring Commercial Aeronautical Operators to maintain insurance hereunder, the County in no way assumes liability for injury or damage occurring on or in connection with the Airport, and the County reserves the right to claim any defense or immunity available under law.
6. In prescribing insurance coverage types and limits, the County is not representing or guaranteeing that the types and limits are adequate to protect the Commercial Aeronautical Operator's interests or liabilities. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of a Commercial Aeronautical Operator.
7. The County reserves the right to review insurance requirements at any time and to make reasonable adjustments to Appendix A, including but not limited to the required types of insurance coverage, limits, and exclusions.

### **D. Compliance.**

#### **1. Federal, state and local requirements.**

Commercial Aeronautical Operators must comply with all federal, state and local requirements applicable to their operations, including, but not limited to, the Airport Rules and Regulations. Every Agreement shall include a provision subordinating such Agreement to the County's agreements with the United States, including but not limited to the County's grant assurances to the FAA. Without limiting any other provision of these Minimum Standards or any other requirements, Commercial Aeronautical Operators must comply with the following specific requirements, as they now exist or are hereafter amended:

- (a) Airport Access and Security. Commercial Aeronautical Operators are to comply with the Airport Security Program (if any); laws, regulations, orders and directives of the Transportation Security Administration (TSA), as each may be amended; instructions of law enforcement personnel; and the policies, orders and directives of the County in furtherance of the Airport Security Program. Commercial Aeronautical Operators are responsible for their employees', vendors', and agents' compliance with the Airport Security Program.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

- (b) Safety. Commercial Aeronautical Operators are to comply with federal, state and local law applicable to workplace and aviation safety; and the orders and directives of the County in furtherance of any FAA-required Safety Management System or similar or related program on the Airport designed and intended to enhance safety.
- (c) Environmental. Commercial Aeronautical Operators are to comply with all applicable federal, state and local environmental laws; orders and directives of a federal or state agency with jurisdiction over environmental conditions on the Airport; the Airport environmental policies and procedures, including, for example, and without limitation, any Preparedness, Prevention and Control Plan, Spill Prevention Response Plan, and Stormwater Pollution Prevention Plan; and generally accepted industry environmental policies and standards.

### 2. Licenses, Permits, Certifications and Regulations.

Commercial Aeronautical Operators shall, at their own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of their activities on the Airport. Upon the Airports Director's request, a Commercial Aeronautical Operator shall provide copies of all such licenses, permits, certifications, or ratings to the Airports Director.

#### E. Facilities, Maintenance and Equipment.

- 1. Except for Commercial Aeronautical Operators subject to Section VII.O, each Commercial Aeronautical Operator shall either (a) lease from the County, or (b) have a written agreement with an Entity on the Airport for the use of, an area of the Airport of adequate and appropriate size, shape, and location to provide for such Commercial Aeronautical Operator's activities on the Airport.
- 2. All of the Commercial Aeronautical Operator's structures on the Airport shall meet appropriate building and fire code requirements, as determined by the jurisdiction responsible for enforcing such building or fire codes, and be consistent with the Airport Layout Plan and 14 C.F.R. Part 77.
- 3. The Commercial Aeronautical Operator is responsible for all maintenance, repair, and replacement of facilities that it is authorized to use unless another Commercial Aeronautical Operator(s) has assumed responsibility for such maintenance, repair, and replacement.
- 4. Absent a provision in the Agreement establishing a different standard or requirement, the following provisions shall apply:
  - (a) The County shall be responsible for structural and external repairs (except for repairs to windows and hangar doors) of County-owned Airport facilities; all other maintenance of facilities on the Airport, including repair of windows and hangar doors at County-owned Airport facilities, shall be

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

the responsibility of the Commercial Aeronautical Operator leasing such facilities.

- (b) Each Commercial Aeronautical Operator shall be responsible for trash removal, sewage, grass mowing, landscape maintenance (including weed removal), utility-line maintenance, and pavement maintenance within such Commercial Aeronautical Operator's leased premises on the Airport, including the set-back areas around that Commercial Aeronautical Operator's leased or used structures.
  - (c) No Commercial Aeronautical Operator may pile or store crates, boxes, barrels, containers, refuse, or surplus property on its leased or used premises or elsewhere on the Airport.
  - (d) Each Commercial Aeronautical Operator shall maintain all of its leased premises on the Airport in a clean, sanitary condition and at the expiration of the term of its Agreement shall return said premises to the County in that condition, reasonable wear and tear excepted.
  - (e) Each Commercial Aeronautical Operator shall ensure the safe and sanitary handling and disposal, away from the Airport, of all trash, waste and other materials utilized in its Commercial Aeronautical Activity(ies), including but not limited to used oil, solvents, lavatory-cart contents, and other waste.
5. If painting operations are contemplated, the Commercial Aeronautical Operator shall provide a separate paint shop that meets all applicable safety requirements.
  6. Unless otherwise stated in the applicable Agreement, each Commercial Aeronautical Operator is responsible for the removal of snow and ice within its leased or used premises on the Airport.
  7. Detailed plans and specifications of all construction and architectural design shall require the written approval of the County before any construction takes place. The Commercial Aeronautical Operator shall submit all required municipal and County permits (*e.g.*, building, stormwater, etc.) to the County prior to the County granting such approval.
  8. Commercial Aeronautical Operators must own, lease, or otherwise have access to the equipment to provide the applicable Commercial Aeronautical Activities promptly on demand without causing any flight delays or other operational impacts on aircraft on the Airport.
  9. Each Commercial Aeronautical Operator shall make all reasonable efforts to keep its equipment operable, maintained in a safe operating condition, and capable of providing, at the hours and in the manner consistent with the terms and intent of the Agreement, all of the services that such Commercial Aeronautical Operator is required under its Agreement to provide.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

10. All vehicles operating on the Airport shall comply with recurrent federal training requirements, applicable FAA and TSA transportation requirements, and applicable Airport Rules and Regulations governing vehicles and traffic.

### F. Personnel

1. Each Commercial Aeronautical Operator shall provide high-quality customer service by meeting or exceeding Airport customers' needs through consistent, responsive, and professional service.
2. Each Commercial Aeronautical Operator shall provide a list of contacts to the Airports Director, including at least one phone number through which the Airports Director may reach Commercial Aeronautical Operator after hours. Each Commercial Aeronautical Operator shall update such list whenever any change occurs to the contacts contained within it.
3. Each Commercial Aeronautical Operator is responsible for the conduct and demeanor of its personnel, agents, subcontractors, and subtenants. Each Commercial Aeronautical Operator shall conduct its business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Airport customers, tenants or other operators. Each Commercial Aeronautical Operator is further responsible for the compliance of its personnel, agents, subcontractors and subtenants with any applicable Airport Security Program.

### G. Notice and Reporting

1. Each Commercial Aeronautical Operator must submit to the Airports Director all new, updated, or amended FAA certificates and ratings applicable to the Commercial Aeronautical Operator, its employees, or its contractors promptly whenever received.
2. Each Commercial Aeronautical Operator shall submit to the Airports Director a certificate of insurance for (a) any aircraft the Commercial Aeronautical Operator brings onto the Airport to conduct any Commercial Aeronautical Activity and (b) any insurance required for the conduct of such Commercial Aeronautical Operator's activities under these Minimum Standards. The Commercial Aeronautical Operator shall submit to the Airports Director all such certificates of insurance for an aircraft within forty-eight (48) hours of bringing such aircraft onto the Airport.
3. Within one week of hiring an employee for a position that requires one or more FAA certificates of rating, a Commercial Aeronautical Operator must file all such certificates of ratings with the Airports Director.
4. Each Commercial Aeronautical Operator must provide written notice to the Airports Director within one week after (a) any revocation of or change to any of the certificates or ratings held by such Commercial Aeronautical Operator or

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

any of its employees or (b) the imposition of any penalty against the holder of any such certificates or ratings by the FAA.

5. Each Commercial Aeronautical Operator shall provide the Airports Director with twenty-one (21) days' notice of its intention to initiate or discontinue a Commercial Aeronautical Activity authorized under its Agreement. However, if said initiation or discontinuation is not permitted or authorized under the Agreement, an amendment to the Agreement is required prior to the initiation or discontinuation of such activity, agreement to which is subject to the discretion of the County, and the County may require a formal procurement process (*e.g.*, a Request for Proposals or a Request for Qualifications) with respect to such activity.

### **H. Subcontracting, Subleasing and Assignment**

No Commercial Aeronautical Operator may sublease, assign, or subcontract any of its Commercial Aeronautical Activities on the Airport without the County's written approval to do so.

#### **1. Subcontracting.**

No Commercial Aeronautical Operator may subcontract all or substantially all of its Commercial Aeronautical Activities on the Airport absent extraordinary circumstances and written approval from the Airports Director. However, this prohibition does not apply to a Commercial Aeronautical Operator's contractual relationship with individual independent contractors or temporary employees.

#### **2. Subleasing.**

A Commercial Aeronautical Operator may sublease space to another Commercial Aeronautical Operator to perform one or more Commercial Aeronautical Activities, provided that the sublessor Commercial Aeronautical Operator must first obtain the express written consent of the County to sublease, which consent the County may offer or withhold in its sole discretion. As a condition of granting such consent, the County may require that, at a minimum, the appropriate Commercial Aeronautical Operator(s) or its sublessee(s), as applicable, satisfy the following conditions:

- (a) Each sublessee enters into an Agreement with the County;
- (b) The Commercial Aeronautical Operator carries insurance for its sublessee or provides a certificate of insurance which shows the sublessee and the County as additional insured, in amounts commensurate with the activities conducted by the sublessee; and
- (c) No Entity conducts a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.

#### **3. Assignment.**



**DRAFT FOR PUBLIC COMMENT – 11/1/2022**

The County may, in its sole discretion, provide express written consent for a Commercial Aeronautical Operator to assign its rights under an Agreement subject to these Minimum Standards. Prior to granting consent for any assignment, the County may require the prospective assignee to complete an application or submit the information prescribed in Article III (Applications for Commercial Aeronautical Agreements) hereof. The County may reject the request to assign the Agreement based on the factors enumerated in Article IV hereof or for any other reason.

DISCUSSION DRAFT

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

### VI. MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs)

Every Fixed Base Operator shall comply with the following minimum requirements of this Article VI as well as any applicable standards for the relevant Commercial Aeronautical Activities provided.

#### A. General

1. The FBO shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users of the Airport.
2. The FBO shall maintain and operate its business in a first-class manner and shall at all times, and at its sole expense, provide and maintain all equipment, facilities and aircraft necessary to keep its premises in a safe, clean, and orderly condition and to provide, to a degree satisfactory to the County, the services and levels of performance required by these Minimum Standards. County personnel may periodically survey FBO customers and users to determine the overall quality of service that the FBO is rendering.
3. The FBO shall select and appoint a full-time manager of its operations on the Airport. Such manager shall be highly qualified and experienced and be vested with full power and authority to act in the name of the FBO in respect to the method, manner, and conduct of the services to be performed on the Airport. Such manager shall be available on the Airport during regular business hours. Should the manager be absent while the FBO is operating, a duly authorized subordinate shall be in charge and available on the Airport.
4. The FBO shall provide, at its sole expense, a sufficient number of personnel to effectively and efficiently provide the services herein authorized.
5. All personnel of the FBO shall conduct themselves in a courteous and businesslike manner at all times. Personnel who have public/customer contact (excluding pilots and back-office personnel) shall be clothed in attractive uniforms with appropriate insignia and nameplates so they may be readily identified by customers. County personnel may conduct inspections and evaluations, at least on a weekly basis, to ensure conformity with these standards.
6. It shall be the responsibility of the FBO to maintain close supervision over its employees to assure a high standard of service to customers of the FBO. The FBO shall control the conduct, demeanor, and appearance of its employees and representatives. Upon reasonable objection from the County concerning the conduct, demeanor, or appearance of any employee, the FBO shall forthwith take all steps necessary to remove the cause of the objection.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

7. The FBO's employees shall be trained by the FBO and shall possess any technical qualifications and hold all certificates of qualification that may be required for such employee to carry out such employee's assigned duties.
8. The FBO shall provide to the Airports Director a current written statement of the names, general technical qualifications, mailing addresses, phone numbers, email addresses, and other necessary contact information for all personnel responsible for the operation and management of the FBO. In addition, a point of contact with name, mailing address, business, cell, and home phone numbers, and email address for emergency situations shall be provided to the Airports Director. The FBO shall notify the Airports Director of any update to this information within 24 hours of the addition or departure of any personnel from the FBO.
9. The FBO shall provide escorts for flight crews to and from all aircraft that are parked on aprons leased by the FBO.

### **B. Premises Generally**

1. The FBO shall lease from the County a minimum of one hundred thousand (100,000) square feet on the Airport to provide space for all buildings, aircraft parking, paved ramp area, and employee and customer parking.
2. From the Airport property that the FBO leases from the County, the FBO shall provide:
  - (a) A minimum of one thousand (1,000) square feet of properly lighted, heated and air-conditioned building space on the Airport for an office, restrooms, and public use areas.
  - (b) A minimum of ten thousand (10,000) square feet of clear-span hangar of adequate dimensions to accommodate storage, maintenance, and repair of aircraft normally frequenting the Airport.
  - (c) A minimum of seventy-five-thousand (75,000) square feet of paved area for the parking, tie-down, and maneuvering-of aircraft.
  - (d) Parking in its main hangar for at least four (4) twin-engine, based aircraft of 12,5000 pounds or less each, and apron parking for a minimum of twenty (20) based or itinerant aircraft.
  - (e) A minimum paved area sufficient to park and maneuver a minimum of twenty (20) automobiles for employee and patron parking.
3. The FBO shall not alter, remove, place, or construct on the Airport any building, structure, tie-down, ramp, paving, taxi area, or other improvement or addition without the prior approval of the County. In the event of any construction, the County may, at its discretion, require an appropriate bond to guarantee the

## **DRAFT FOR PUBLIC COMMENT – 11/1/2022**

completion of construction and/or demolition. The County reserves the right to review any proposals for construction on the Airport, particularly in regard to conformity with the existing Airport Layout Plan. Any proposal for construction on the Airport shall be aesthetically compatible with existing buildings on the Airport.

### **C. Hours of Operation**

The FBO shall be properly staffed to provide services during minimum normal operating hours between 7:00 A.M. and 10:00 P.M. local time, seven (7) days a week, as well as other hours when necessitated by business or emergency conditions.

### **D. Required Services**

Every FBO on the Airport is required to provide the following services:

#### **1. Line Service.**

The FBO shall, during normal business hours, provide line service as follows:

- (a) Ramp parking and tie-down assistance, including ramp personnel and vehicles as appropriate;
- (b) Tie-down ropes, chains, and anchors;
- (c) Aircraft towing services utilizing motor driven drawbar vehicles capable of moving single and multi-engine aircraft weighing up to 12,500 pounds;
- (d) Mobile electrical ground power assistance with a minimum 14/28 volt, 1,600 ampere surge capacity; and
- (e) Cabin cleaning, including on-board toilet cleaning, and catering services.

#### **2. Assistance to Disabled Aircraft.**

The FBO shall, on thirty (30) minutes' notice during normal business hours, and two (2) hours' notice after normal business hours, provide equipment and trained personnel to remove disabled aircraft with a gross weight of 12,500 pounds or less from the Air Operations Area ("AOA"), and shall be required to perform such service on request of, and with acceptable release from, the owner or operator of the disabled aircraft, or the Airports Director or his or her designee. The FBO shall submit to the Airports Director for approval, and then maintain, an emergency assistance plan ("EAP"). The EAP shall include, without limitation, example scenarios of aircraft and airfield emergencies for which the FBO is prepared and a comprehensive list of equipment that the FBO maintains ready to provide emergency assistance to aircraft.

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

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

The FBO shall provide service and repair of aircraft airframes and powerplants. The FBO must offer these services for small aircraft weighing 12,500 pounds and under, and the FBO must hold all applicable certificates and/or ratings required to perform such services. The FBO must also meet all requirements as specified under 14 C.F.R. Parts 43, 65, and 145 for the operation of a certified repair station, not less than airframe Class 3 rating. The FBO shall also meet all applicable standards for such service as set forth in Section VII.F, below.

### 4. **Flight Instruction.**

The FBO shall provide flight instruction, subject to the requirements set forth under Section VII.I, below.

### 5. **Air Taxi/Charter Service.**

The FBO shall provide Air Taxi/Charter service, subject to the requirements set forth under Section VII.E, below.

### 6. **Additional Customer Services.**

The FBO shall provide a facility and trained employees who are capable of providing the following:

- (a) UNICOM equipment to facilitate airborne customer requests;
- (b) A discreet flight-planning area properly equipped with appropriate wall charts, AIM, NOTAMS board, and a local-access telephone to contact the Flight Services Station;
- (c) A publicly available telephone;
- (d) A convenient, comfortably furnished, public waiting area with adjoining restroom facilities;
- (e) A discrete vending area within the FBO premises with the availability of both hot and cold beverages and prepackaged snacks;
- (f) Aviation-grade inflight oxygen refills upon twenty-four (24) hours' notice; and
- (g) Acceptance of one or more national-bank and one or more oil-company credit cards for fueling, line, and related services.

## **E. Fueling Services**

1. The FBO must provide aviation fuels, including Jet A and 100 octane aviation gasoline, as a Commercial Aeronautical Activity.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

2. The FBO may not provide aviation fuels unless and until the Airports Director certifies that the FBO will, before beginning to provide aviation fuels, provide all of the services that an FBO is required to provide under these Minimum Standards and fully complies with all applicable Minimum Standards.
3. Should the FBO at any point fail to provide all services required of an FBO under these Minimum Standards or otherwise fail to fully comply with all applicable Minimum Standards, the County may deny or withdraw the FBO's authorization to provide aviation fuels.
4. The Airports Director may periodically conduct inspections of the FBO's leased premises to certify that the FBO is in compliance with all applicable sections of these Minimum Standards.
5. The FBO shall provide, as a minimum:
  - (a) A fuel storage facility with a minimum capacity of 10,000 gallons of Jet A fuel and 2,000 of 100 octane aviation gasoline;
  - (b) one (1) mobile tender (fuel truck) for Jet A fuel with a capacity of at least 2,000 gallons; and
  - (c) one (1) mobile tender (fuel truck) of at least 1,000-gallon capacity of 100octane aviation gasoline.
6. FBOs and FBO personnel shall conduct any and all fueling in strict compliance with Section E, *Fueling*, of the Rules and Regulations. As provided in that Section E, National Fire Prevention Association Code No. 407, *Standard for Aircraft Fuel Servicing* ("NFPA 407") shall provide the minimum requirements with respect to various fueling-related activities. However, in the event any applicable federal, state, or local law, regulation, order or standard (including but not limited to any regulation, order, or standard imposed by the Airport's local fire district) imposes a more stringent requirement with respect to fueling, the FBO shall follow the most stringent applicable requirement.

### **F. Additional Optional Services**

An FBO may elect to conduct any of the Commercial Aeronautical Activities that SASOs are permitted to provide under Article VII, below, subject to the requirements within Article VII that are pertinent to such Commercial Aeronautical Activity.

### **G. Right to Self-Fueling Reserved**

Nothing in this Article VI is intended to prohibit self-service of aircraft by employees or affiliates of Commercial Aeronautical Operators, so long as such self-service is conducted in accordance with the Rules and Regulations.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

### VII. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOs)

#### A. Minimum Standards for all SASOs

In addition to meeting the requirements of Article V above, every Specialized Aeronautical Service Operator shall comply with the following minimum requirements of this Paragraph A as well as any applicable standards for the relevant Commercial Aeronautical Activities provided.

##### 1. Land and Improvements.

Except as provided in Section VII.O, each SASO shall construct, lease, sublease, or have a written agreement to use an area that is adequate to erect a building with sufficient floor space, or is a building or part of a building with sufficient floor space, to accommodate its operations. This floor space shall be used to house all equipment and provide for aircraft storage, offices, restrooms, customer lounges, or other uses necessary to the SASO's operations.

Except as provided in Section VII.O, each SASO shall construct, lease, sublease, or have a written agreement to use sufficient: (a) paved onsite automobile parking space with accommodations for automobiles and, where appropriate, (b) a paved aircraft apron to accommodate the SASO's services and operations.

##### 2. Hours of Operation.

Except as provided in Section VII.O, each SASO shall have its premises open and services available on an as-needed basis sufficient to meet the needs of its users.

##### 3. Personnel.

Except as provided in Section VII.O, each SASO shall employ and have on duty sufficient staff to meet the Minimum Standards for each Commercial Aeronautical Activity provided. A staffing plan shall be submitted to the Airports Director for reference.

Each SASO shall provide the Airports Director with a point of contact, including telephone numbers, for personnel empowered to make decisions in emergency situations.

SASOs shall hold all licenses and certifications required to perform each Commercial Aeronautical Activity provided.

The SASO shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the SASO's services.

##### 4. Prohibited Activities.

The sale of fuel by SASOs is prohibited. Unless explicitly specified in the applicable Agreement, a SASO shall not own or operate a fuel farm on the Airport. SASOs shall be strictly limited to self-fueling of their own aircraft with their own employees and equipment. No SASO may dispense fuel into any aircraft other than those it owns or leases, regardless of whether it is paid to

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

do so. In the event a SASO is explicitly permitted to own or operate a fuel farm on the Airport pursuant to an Agreement, such SASO must comply with federal, state, and local laws, and County directives, regarding the placement, operation, and maintenance of such fuel farm.

### **B. Aircraft Rental (Commercial Only)**

A Commercial Aeronautical Operator may offer aircraft for rent subject to the following requirements:

#### **1. Personnel.**

Each Commercial Aeronautical Operator offering aircraft for rent shall employ and have on duty personnel sufficiently qualified to conduct aircraft rentals and provide other customer service as necessary.

#### **2. Land and Improvements.**

Each Commercial Aeronautical Operator providing aircraft for rent shall construct, lease, or sublease an area providing a minimum of 200 square feet of office space and an amount of paved area or hangar space on the Airport sufficient to safely accommodate at least two (2) aircraft to be offered for rent.

#### **3. Service and Equipment.**

Each Commercial Aeronautical Operator providing aircraft for rent shall own or have under a written lease, and have available to rent to persons with an appropriate and current pilot certificate, at least:

- (a) One (1) two-place, fixed-gear aircraft; and
- (b) One (1) four-place, retractable-gear aircraft equipped for night and instrument flight.

Such aircraft must meet all federal and state laws and regulations including, but not limited to, those regulations promulgated by the FAA, and such aircraft shall be airworthy and suitably maintained and certificated.

Each Commercial Aeronautical Operator offering aircraft for rent shall further provide:

- (c) Adequate facilities for servicing and repairing such aircraft or satisfactory arrangements with other operators licensed on the Airport for such service and repair; and
- (d) Proper check lists and operating manuals aboard all aircraft offered for rent.



## DRAFT FOR PUBLIC COMMENT – 11/1/2022

### C. Aircraft Sales

A Commercial Aeronautical Operator may offer aircraft for sale subject to the following requirements:

#### 1. **Personnel.**

Each Commercial Aeronautical Operator offering to sell new or used aircraft shall employ and have on duty at least one full-time authorized agent to transact sales who maintains a current commercial pilot certificate with an instrument rating and is rated for the types of aircraft to be demonstrated.

#### 2. **Land and Improvements.**

Each Commercial Aeronautical Operator offering to sell new or used aircraft shall construct, lease, or sublease an area providing a minimum of 200 square feet of office space and an amount of paved area or hangar space on the Airport sufficient to safely accommodate at least two (2) aircraft to be offered for sale.

#### 3. **Service and Equipment.**

- (a) It will be at the discretion of each Commercial Aeronautical Operator wishing to sell new or used aircraft whether to be an authorized factory dealer for any manufacture(s) and which, if any, manufacturer(s) such Commercial Aeronautical Operator chooses to represent.
- (b) Each Commercial Aeronautical Operator dealing new aircraft shall have available or on call at least one current model demonstrator of such aircraft and shall provide for demonstrations of additional models of the manufacturer, if any, for which such Commercial Aeronautical Operator holds dealership authority.
- (c) Each Commercial Aeronautical Operator offering to sell new or used aircraft shall further provide:
  - (1) An adequate supply of readily expendable spare parts, or adequate arrangements for securing spare parts, required for the type of aircraft and models sold during the aircraft- and parts-warranty periods.
  - (2) Adequate facilities for servicing and repairing each of the aircraft it offers for sale, or satisfactory arrangements with other operators licensed on the Airport for such service and repair, during the warranty period for each such aircraft.
  - (3) Up-to-date specifications and price lists for types and models of new aircraft sold.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

- (4) Proper parts catalogues and service manuals on new aircraft sold.

### **D. Avionics Sales and Servicing**

A Commercial Aeronautical Operator may offer repair, sales, and service of aircraft avionics, radios, instruments and other limited class ratings for propellers, accessories, and powerplants (collectively, “Avionics Sales and Servicing”) subject to the following requirements:

#### **1. Personnel.**

Each Commercial Aeronautical Operator providing Avionics Sales and Servicing shall employ and have on duty personnel sufficiently qualified to perform such Avionics Sales and Servicing and other customer service, as necessary. All personnel performing such repairs must hold all applicable certificates and ratings required under 14 C.F.R. Parts 65 and 145.

#### **2. Land and Improvements.**

Each Commercial Aeronautical Operators providing Avionics Sales and Servicing shall construct, lease, or sublease an area providing a minimum of hangar space sufficient to conduct its business in a safe, orderly, and lawful manner and of 200 square feet of office space.

#### **3. Service and Equipment**

Each Commercial Aeronautical Operator providing Avionics Sales and Servicing shall provide for the sale and repair or new or used Aircraft avionics, radios, instruments, and accessories, provide the necessary tools, supplies, and equipment to provide such services, and hold the appropriate FAA certificates for the sale, service, or installation of the equipment the operator plans to sell, service, or install.

### **E. Air Charter and Taxi Service**

A Commercial Aeronautical Operator may offer Air Taxi/Charter services subject to the following requirements:

#### **1. Personnel.**

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified to provide all necessary aspects of the Air Taxi/Charter service and other customer service, as necessary. Such personnel shall include, without limitation, an FAA-certified commercial pilot with instrument rating for each aircraft and who is authorized to conduct Air Taxi/Charter operations.

#### **2. Land and Improvements.**

Each Commercial Aeronautical Operator conducting an Air Taxi/Charter service shall construct, lease, sublease, or have a written agreement to use an area providing a minimum of 200 square

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

feet of office space and tie-down or hangar space sufficient to accommodate all aircraft that such Commercial Aeronautical Operator intends to base at the Airport.

### 3. Services and Equipment.

Each Commercial Aeronautical Operator conducting an Air Taxi/Charter service shall be required to provide the following:

- (a) Sufficient properly certificated aircraft meeting all requirements of the certificates held. All such aircraft shall be owned by, or by written agreement leased to, the Commercial Aeronautical Operator conducting the Air Taxi/Charter service. At least one (1) such aircraft shall be multi-engine and completely equipped for flight under instrument conditions.
- (b) Sufficient properly certificated and qualified crew to operate the aircraft to be used for the provided Air Taxi/Charter service.
- (c) Sufficient ground service equipment to perform the provided Air Taxi/Charter service.
- (d) Passenger lounge and restroom facilities, which may be shared in common with other Commercial Aeronautical Operators subject to review and approval by the County.
- (e) Adequate table, desk, or counter for checking in passengers, handling ticketing or fare collection, and handling luggage.

### 4. Certifications.

Each Commercial Aeronautical Operator conducting an Air Taxi/Charter service shall hold a valid FAA Commercial Air Taxi Operator's Certificate, be fully registered with the FAA and any other federal, state, or local government agency requiring such registration, and hold ratings appropriate to, and licensing for, the Air Taxi/Charter functions to be performed.

#### F. Air Tours

A Commercial Aeronautical Operator may offer Air Tour Services subject to the following requirements:

##### 1. Personnel.

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified to provide all necessary aspects of the Air Tour Service and other customer service, as necessary. Such personnel shall include, without limitation, an FAA-certified commercial pilot with instrument rating for each aircraft and who is authorized to conduct Air Tour Service operations.

##### 2. Land and Improvements.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Each Commercial Aeronautical Operator conducting an Air Tour Service shall construct, lease, sublease, or have a written agreement to use an area providing a minimum of 200 square feet of office space and tie-down or hangar space sufficient to accommodate all aircraft that such Commercial Aeronautical Operator intends to base at the Airport.

### 3. Services and Equipment.

Each Commercial Aeronautical Operator conducting an Air Tour Service shall be required to provide the following:

- (a) Sufficient properly certificated aircraft meeting all requirements of the certificates held. All such aircraft shall be owned by, or by written agreement leased to, the Commercial Aeronautical Operator conducting the Air Tour Service. At least one (1) such aircraft shall be multi-engine and completely equipped for flight under instrument conditions.
- (b) Sufficient properly certificated and qualified crew to operate the aircraft to be used for the provided Air Tour Service.
- (c) Sufficient ground service equipment to perform the provided Air Tour Service.
- (d) Passenger lounge and restroom facilities, which may be shared in common with other Commercial Aeronautical Operators subject to review and approval by the County.
- (e) Adequate table, desk, or counter for checking in passengers and handling ticketing or fare collection.

### 4. Certifications.

Each Commercial Aeronautical Operator offering an Air Tour Service shall hold a valid FAA Letter of Authorization authorizing such Commercial Aeronautical Operator to conduct commercial air tour operations under 14 C.F.R. § 91.147, hold any other authorizations required by the FAA or the U.S. Department of Transportation to provide an Air Tour Service, be fully registered with the FAA and any other federal, state, or local government agency requiring such registration, and hold all ratings appropriate to, and licensing for, the Air Tour Service functions to be performed. Each such Commercial Aeronautical Operator shall at all times comply with all of the requirements and restrictions of such FAA Letter of Authorization and of any other federal, state, or local authorization required to conduct an Air Tour Service.

#### **G. Aircraft Engine and Airframe Maintenance and Accessory Sales**

A Commercial Aeronautical Operator may offer aircraft engine and airframe maintenance and sales of aircraft engine or airframe accessories subject, except as provided in Section VII.O, to the following requirements:

#### 1. Personnel.

## **DRAFT FOR PUBLIC COMMENT – 11/1/2022**

Each Commercial Aeronautical Operator operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide at least one FAA-certificated airframe and power plane mechanic available eight (8) hours per day, five (5) days per week and on call by readily accessible means at other hours during the day or night, or at such hours as may be specified by the County.

### **2. Land and Improvements.**

Each Commercial Aeronautical Operator conducting aircraft engine, airframe and accessory maintenance shall construct, lease, or sublease an area providing a minimum of 5,000 square feet of hangar space and 200 square feet of office space.

### **3. Services and Equipment.**

Each Commercial Aeronautical Operator operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

- (a) Sufficient inside and/or outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed, other than major repairs or alterations of less than twenty-four (24) hours' duration.
- (b) Adequate shop space to house the equipment and adequate equipment as required to perform repairs.
- (c) Facilities for washing and cleaning aircraft if operator engages in said business.

## **H. Crop-Dusting Operations**

A Commercial Aeronautical Operator may offer crop-dusting or spraying of agricultural chemicals by aircraft (collectively, "Crop-Dusting Services") subject to the following requirements:

### **1. Personnel.**

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified and licensed to perform Crop-Dusting Services and other customer service, as necessary.

### **2. Land and Improvements.**

Each Commercial Aeronautical Operator offering Crop-Dusting Services shall construct, lease, or sublease an area providing a minimum of 200 square feet of office space and tie-down or hangar space sufficient to accommodate all aircraft that such Commercial Aeronautical Operator intends to base at the Airport.

### **3. Services and Equipment.**

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Each Commercial Aeronautical Operator offering Crop-Dusting Services shall provide:

- (a) Properly certificated aircraft suitably equipped for the Crop-Dusting Services undertaken.
- (b) Sufficient arrangements for servicing, repairing, storing and parking its aircraft, with adequate safeguards against spillage on runways and taxiways or pollution or disbursement of chemicals by wind to other operational areas on the Airport.
- (c) Sufficient arrangements for the safe storage and containment of noxious chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations on the Airport.
- (d) Adequate provisions for the storage and disposal of hazardous materials, as necessary, and will comply with all federal, state, and local laws and regulations concerning the use, storage, or disposal of such hazardous materials.

### **I. Commercial Ground Handling Services**

A Commercial Aeronautical Operator may offer ground-handling services subject to the following requirements:

#### **1. Personnel.**

Each Commercial Aeronautical Operator providing ground-handling services to commercial airlines, charters, or other aircraft owners/operators conducting commercial passenger service shall provide sufficient numbers of staff who are qualified and fully trained to perform their respective ground-handling functions. Such staff shall include a full-time, qualified, on-site representative who is responsible for the conduct of day-to-day operations and the handling of each flight.

#### **2. Land and Improvements.**

Each Commercial Aeronautical Operator conducting ground-handling services to Air Carriers, Air Charter/Taxi services, or other aircraft owners/operators conducting commercial passenger service shall construct, lease, or sublease an area providing a minimum of 2,000 square feet of operational space.

#### **3. Services and Equipment.**

Each Commercial Aeronautical Operator providing ground-handling services to Air Carriers, Air Charter/Taxi services, or other aircraft owners/operators conducting commercial passenger service shall:

- (a) Maintain an office on the Airport suitably located and adequate to conduct its ground-handling services.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

(b) Provide ground-handling services in accordance with FAA Advisory Circular 00-34A, Aircraft Ground Handling and Servicing, as the same may be amended from time to time or superseded.

(c) Provide two (2) or more of the following services:

- (1) Ramp services, including supervision, marshaling, aircraft start-up, moving/towing aircraft, and safety measures.
- (2) On-ramp aircraft services, including wheel and tire chock, ground power supply, deicing and anti-icing, cooling/heating, toilet servicing, potable water, routine maintenance, and cleaning of cockpit windows, wings, nacelles and cabin windows.
- (3) Ramp services to airlines, including cleaning, catering, minor servicing of cabin fittings, alteration of seat configuration, ground service equipment, air stairs, catering loaders, baggage handling, cargo loading, mail and equipment loading.
- (4) In-terminal services, including ticketing, processing, loading and unloading of passengers, baggage, cargo, property, express packages and mail.
- (5) Provide service in accordance with a written operating agreement with an Air Carrier, Air Charter/Taxi service provider, or other Entity, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.

### **J. Flight Training**

Commercial Aeronautical Operator may offer flight training or instruction subject to the following requirements:

#### **1. Personnel.**

Each Commercial Aeronautical Operator conducting flight training or instruction activities shall provide at least one (1) full-time pilot who is properly certified by the FAA as a flight instructor with appropriate instrument ratings to cover instruction for both primary and complex flight instruction for multi-engine and single engine aircraft as certified by 14 C.F.R. Part 141 and who is available to students at competitive rates at any time during normal school hours by appointment.

#### **2. Land and Improvements**

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Each Commercial Aeronautical Operator conducting flight training or instruction shall construct, lease, or sublease an area providing a minimum of two (2) tie-down or hangar ramp spaces and 400 cumulative square feet of office and instructional space, provided that all such space (tie-down or hangar and office and instructional space) shall be sufficient to allow flight instructors to properly instruct student pilots.

### 3. Services and Equipment

Each Commercial Aeronautical Operator conducting flight training or instruction activities shall provide:

- (a) Business hours of at least eight (8) per day, six (6) days per week.
- (b) At least two (2) properly certified aircraft equipped for flight instruction, with at least one of those aircraft fully equipped for instrument flight instruction, and such additional types of aircraft as may be required to give flight instruction of the kind advertised.
- (c) Adequate office and classroom space for students, proper restroom and seating facilities, and a student service counter, and adequate automobile parking for students and staff.
- (d) Adequate teaching aids necessary to provide proper ground school instruction, including access to an-FAA approved aviation weather briefing source and flight planning service at no additional charge to students.
- (e) Continuing ability to meet certification requirements of the FAA for the flight training proposed.
- (f) Adequate facilities for storing, parking, servicing, and repairing all its aircraft or satisfactory arrangements with other operators licensed or otherwise permitted on the Airport for such services.

### K. Hangar Keepers

Subject to the following requirements, a Commercial Aeronautical Operator may rent or lease hangar space to Airport users solely for the storage of aircraft.

#### 1. Personnel

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified to rent and lease hangar storage space to aircraft owners and perform other customer service, as necessary.

#### 2. Land and Improvements



## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Each Commercial Aeronautical Operator engaging in the business of renting or leasing hangar storage space to aircraft owners shall construct, lease, or sublease an area providing a minimum of 10,000 square feet of hangar space and 200 square feet of office space.

### 3. Services and Equipment.

Each Commercial Aeronautical Operators engaging in the business of renting or leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall:

- (a) Ensure that facilities that are constructed are in accordance with plans and specifications as approved by the County.
- (b) Require all tenants who sublease space to have an executed Agreement with the Commercial Aeronautical Operator prior to occupancy, the form of which provides adequate indemnification protection for the County. A copy of the standard sublease form must be approved by the County in writing prior to commencement of leasing activities.
- (c) Ensure that hangar tenants perform no maintenance within the hangar other than: (1) hangar tenants performing preventive maintenance on their own aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. § 43.7 (federal regulations regarding the specific persons authorized to approve aircraft or component parts for return to service after maintenance, preventive maintenance, rebuilding, or alteration); or (2) other maintenance permitted by FAA's final policy on the non-aeronautical use of airport hangars.
- (d) Ensure that hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public. (Nothing in this paragraph is intended to restrict the right of an aircraft operator to self-fuel consistent with then-current FAA policy and the Rules and Regulations.)
- (e) Ensure that hangar space is used for aeronautical purposes and that, to the extent that non-aeronautical items are stored in a hangar, those items are either incidental to aeronautical use consistent with then-current FAA policy, or the non-aeronautical use has been approved by FAA.

In addition, every Commercial Aeronautical Operator engaged in the business of renting or leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall comply with the following:

- (f) No individual fuel facilities will be allowed. Any fueling by the Commercial Aeronautical Operator shall be subject to the self-fueling requirements set forth in the Rules and Regulations.
- (g) Taxiway improvements to the site will be borne by the Commercial Aeronautical Operator making such improvement.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

### **L. Unmanned Aerial Systems (UAS) Operators**

A Commercial Aeronautical Operator may operate or maintain an Unmanned Aerial System (“UAS,” sometimes referred to as a “drone”) for commercial purposes on the Airport subject to the following requirements:

#### **1. Personnel.**

Each Commercial Aeronautical Operator engaged in the operation or maintenance of a UAS for commercial purposes on the Airport shall:

- (a) Provide a sufficient number of personnel to adequately and safely carry out the services and activities offered, including but not limited to UAS operations, maintenance, and leasing, in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- (b) Have in place established and formalized safety protocols, as approved by the Airports Director.

#### **2. Land and Improvements.**

Each Commercial Aeronautical Operator engaged in the operation or maintenance of a UAS for commercial purposes on the Airport shall construct, lease, or sublease an area providing a minimum of 200 square feet of office space and tie-down or hangar space sufficient to accommodate all UAS that such Commercial Aeronautical Operator intends to base at the Airport.

#### **3. Services and Equipment.**

Each Commercial Aeronautical Operator engaged in the operation or maintenance of a UAS for commercial purposes on the Airport shall:

- (a) Maintain a current and valid Private Pilot certificate issued by the FAA as well as an Instrument Rating.
- (b) Shall obtain and have a current “UAS Operations License” issued by the Airports Director.
- (c) Comply with all directives given by the Airports Director as to the time, place and manner UAS operations on the Airport.
- (d) Comply with all applicable rules, regulations, advisory circulars, statements of policy or other directives issued by the Federal Aviation Administration as well as in any Certificates of Waiver or Authorization (“COA”) and/or any other FAA authorizations.

#### **4. Safety Management Systems.**

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

Regardless of whether SMS compliance would otherwise be required by FAA policies or orders, the Commercial Aeronautical Operator shall complete an SMS process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to the County entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator.

The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.

### **M. Skydiving/Parachute Jumping and Ultralights**

A Commercial Aeronautical Operator may offer skydiving/parachute jumping or the rental, sale, or use of ultralight aircraft for commercial purposes (collectively, “Skydiving/Ultralight Services”) subject to the following requirements:

#### **1. Personnel.**

Each Commercial Aeronautical Operator offering Skydiving/Ultralight Services shall provide:

- (a) A sufficient number of personnel to adequately and safely carry out such Skydiving/Ultralight Services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- (b) A person dedicated to maintenance and leasing of any aircraft used in the Commercial Aeronautical Operator’s Skydiving/Ultralight Services.

#### **2. Land and Improvements.**

Each Commercial Aeronautical Operator offering Skydiving/Ultralight Services shall construct, lease, or sublease an area providing a minimum of 5,000 square feet of hangar space, 200 square feet of office space, and an appropriately sized parachute drop zone as designated by the County.

#### **3. Services and Equipment.**

Each Commercial Aeronautical Operator offering Skydiving/Ultralight Services shall:

- (a) Maintain a current and valid Private Pilot certificate issued by the FAA as well as an Instrument Rating.
- (b) Obtain and have a current “Operations License” issued by the Airports Director.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

- (c) Comply with all directives given by the Airports Director as to the time, place, and manner of such skydiving/parachute jumping and/or ultralight aircraft operations on the Airport.
- (d) Comply with all applicable rules, regulations, advisory circulars, statements of policy, and other directives issued by the Federal Aviation Administration.

#### 4. Safety Management Systems.

Regardless of whether SMS compliance would otherwise be required by FAA policies or orders, each Commercial Aeronautical Operator providing Skydiving/Ultralight Services shall complete an SMS process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to the County entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator.

The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.

#### N. Flying Clubs

Each Flying Club must comply with the following requirements:

- (a) Each Flying Club shall keep a complete aircraft list on file and available for review by the County or its designated representative. In the event that this list changes, the Flying Club shall provide a revised version to the County immediately.
- (b) Each Flying Club shall keep on file with a current list of its designated representative, the current operating rules and the location and address of that Flying Club's registered office. In the event that this information changes, the Flying Club shall provide a revised version to the County immediately.
- (c) No Flying Club may conduct any commercial activity.
- (d) Flying Club members may conduct flight instruction relating to aircraft checkout and/or currency for other members. No Flying Club may permit its aircraft to be utilized for commercial flight instruction by any person other than members of that Flying Club. Any flight instruction utilizing a Flying Club's aircraft is only permitted if both the flight instructor and the student are members of that Flying Club.
- (e) Flying Club aircraft shall only be used by that Flying Club's members.

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

- (f) Each Flying Club may rent Flying Club aircraft only to members of that Flying Club.
- (g) Each Flying Club shall have at least one (1) aircraft which is fully airworthy and possesses all necessary documentation and inspections to be legally operated with passengers on board.

### **O. Itinerant Maintenance Providers**

Each Itinerant Maintenance Provider shall comply with the following requirements:

- (a) An Itinerant Maintenance Provider shall not generally be required to lease space on the Airport but must enter into an Agreement with the County.
- (b) If the Itinerant Maintenance Provider provides aircraft maintenance, it shall hold the appropriate FAA certificates for the maintenance it intends to perform, including but not limited to (a) a current aircraft mechanic certificate, with both the airframe and powerplant ratings, and/or (b) a current inspection authorization, all issued by the FAA pursuant to 14 C.F.R. Part 65.
- (c) An Itinerant Maintenance Provider shall conduct all work in a safe and reasonable manner.
- (d) An Itinerant Maintenance Provider has been requested to provide aircraft maintenance services to an aircraft owner or operator.
- (e) An Itinerant Maintenance Provider shall comply with all directives of the Airports Director concerning the time, place, and manner in which the Itinerant Maintenance Provider may conduct its activities on the Airport.
- (f) An Itinerant Maintenance Provider shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the service it has entered onto the Airport to perform. However, an Itinerant Maintenance Provider shall not store any of its equipment, tools, supplies, or any other material utilized in the performance of its Commercial Aeronautical Activities on the Airport, including within any tenant's leased premises.
- (g) An Itinerant Maintenance Provider shall only provide Commercial Aeronautical Activities to an Airport tenant in such tenant's exclusively leased hangar. Notwithstanding the foregoing, an Itinerant Maintenance Provider may perform minor maintenance in common-use hangars (*i.e.*, "community hangars") or other areas if the Airports Director determines, in his or her sole reasonable discretion, that the Itinerant Maintenance Provider can safely and lawfully complete such maintenance in a short period of time and without causing disruption to any other Airport tenant or to the safe and

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

efficient use of such hangars. In no event may annual inspections or heavy maintenance be performed in a common-use hangar.

- (h) The County shall have sole reasonable discretion to determine whether to enter into an Agreement to permit a given Itinerant Maintenance Provider to provide Commercial Aeronautical Activities on the Airport. In addition to requiring the Itinerant Maintenance Provider to comply with all applicable provisions of these Minimum Standards, factors that the County may consider in deciding whether to grant the Itinerant Maintenance Provider an Agreement may include, but need not be limited to: (a) whether the Airport has sufficient capacity to support the Itinerant Maintenance Provider's safe, efficient, and not-disruptive performance of its Commercial Aeronautical Activities, (b) whether the Itinerant Maintenance Provider has previously provided its maintenance services to the operator of an Airport-based aircraft prior to the effective date of these Minimum Standards; (c) whether the Itinerant Maintenance Provider would be providing its aircraft-maintenance services under warranty as an authorized warranty service provider; and (d) whether the Itinerant Maintenance Provider's services are necessary to provide adequate emergency or urgent maintenance to an aircraft on the Airport.
- (i) Except as explicitly provided by this Section VII.O or another provision of these Minimum Standards, an Itinerant Maintenance Provider shall comply with all of the requirements of Article V and all other applicable provisions of these Minimum Standards, including but not limited to all applicable insurance requirements of these Minimum Standards. Nothing in this Section VII.O exempts an Itinerant Maintenance Provider from complying with the Rules and Regulations and all applicable federal, state, and local laws, regulations, and other legal authorities.

### **P. Other Aeronautical Functions**

This section addresses other Commercial Aeronautical Activities ("Miscellaneous Aeronautical Functions") that are too varied to reasonably permit the establishment of specific minimum standards for each. Miscellaneous Aeronautical Functions include but are not limited to:

- (a) Aerial photography or surveying
- (b) Aircraft exterior painting
- (c) Aircraft cleaning and washing
- (d) Aircraft interior modification including, but not limited to, custom seating and finishing;
- (e) Aircraft salvage
- (f) Banner towing and aerial advertising

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

- (g) Fire-fighting
- (h) Non-stop sightseeing flights
- (i) Power line or pipeline patrol
- (j) Whole or part aircraft type modifications under the auspices of a Supplemental Type Certificate;
- (k) Any other Commercial Aeronautical Activity not otherwise specifically addressed in Article VI or Article VII.

If any of the Miscellaneous Aeronautical Functions listed above overlaps with a Commercial Aeronautical Activity addressed in Article VI or elsewhere in this Article VII, and such Miscellaneous Aeronautical Function is described more specifically than that Commercial Aeronautical Activity, the requirements of this section shall apply to the Miscellaneous Aeronautical Function.

Each repair service listed in this section may be offered only under an appropriate FAA-certified Repair Station license of either a class or limited rating as defined in 14 C.F.R. Part 145.

This Section VII.P shall only apply to those Entities which are conducting regular and frequent Commercial Aeronautical Activities, in the sole opinion of the County. The County may require that any Entity performing any Commercial Aeronautical Activity at or from the Airport comply with the Minimum Standards, whether or not that Entity or its aircraft are based on the Airport.

The proposed Commercial Aeronautical Operator of a Commercial Aeronautical Activity under this section shall meet the general requirements of Article V of these Minimum Standards. The County shall determine, in its reasonable discretion, whether the proposed Commercial Aeronautical Operator shall be subject to any additional requirements.

**[END OF MINIMUM STANDARDS; APPENDICES ATTACHED]**

## DRAFT FOR PUBLIC COMMENT – 11/1/2022

### APPENDIX A: INSURANCE REQUIREMENTS

All Operators shall maintain the insurance types at the minimum limits specified in the table below in accordance with Section V.C of these Minimum Standards. Coverage limits required herein may be achieved by an individual primary policy, or in combination with an Umbrella/ Excess Liability policy.

All coverage required under this Appendix A shall include the following:

- The County as an additional insured;
- Provisions for waiver of subrogation in favor of the County;
- Provisions for hold harmless in favor of the County;
- Provisions for indemnification in favor of the County.

DISCUSSION DRAFT



**Appendix A  
INSURANCE REQUIREMENTS**

Insurance Requirement Operator Category	Commercial General Liability (CGL) including Premises Liability <sup>[1]</sup>	Aircraft & Passenger Liability including Bodily Injury & Property Damage <sup>[2]</sup>	Hangar Keeper's Liability <sup>[3]</sup>	Comprehensive Vehicle Liability including Hired & Non-Owned Vehicles <sup>[4]</sup>	Workers Compensation and Employers Liability <sup>[5]</sup>	Pollution Liability & Remediation <sup>[6]</sup>
<b>Fixed Base Operator</b>	\$5,000,000	\$5,000,000	\$2,000,000	\$1,000,000	<i>See Note [5]</i>	\$2,000,000
<i>Aircraft Line Services</i>		<i>\$2,000,000</i>	<i>\$2,000,000</i>			
<i>Aircraft Fueling</i>		<i>\$5,000,000</i>				<i>\$2,000,000</i>
<i>Aircraft Handling &amp; Storage</i>			<i>\$2,000,000</i>			
<i>Aircraft Maintenance &amp; Repair Services</i>		<i>\$5,000,000</i>				<i>\$2,000,000</i>
<i>Flight Training</i>		<i>\$5,000,000</i>				
<i>Aircraft Charter &amp; Air Taxi Services</i>		<i>\$5,000,000</i>				
<b>Specialized Aeronautical Services Operator (SASO)</b>						
Aircraft Maintenance & Repair Services <sup>[a]</sup>	\$5,000,000	\$5,000,000	\$2,000,000	\$1,000,000	<i>See Note [5]</i>	\$2,000,000
Aircraft Components & Avionics Sales & Services <sup>[a]</sup>	\$1,000,000	\$5,000,000	<i>See Note [3]</i>	<i>See Note [4]</i>		<i>n/a</i>
Flight Training <sup>[b]</sup>	\$1,000,000	\$5,000,000				<i>n/a</i>
Aircraft Lease/Rental	\$1,000,000	\$2,000,000				<i>n/a</i>
Aircraft Charter & Air Taxi Services	\$1,000,000	\$5,000,000				<i>n/a</i>
Aerial Sightseeing & Tours	\$1,000,000	\$5,000,000				<i>n/a</i>
Aeronautical Services (Misc.)	\$1,000,000	\$1,000,000		\$1,000,000		\$2,000,000
Aircraft Sales (New and/or Used)	\$1,000,000	\$1,000,000				<i>n/a</i>
Aircraft Hangar Storage	\$1,000,000	\$1,000,000	\$2,000,000	<i>n/a</i>		<i>n/a</i>
Commercial UAS Services	\$1,000,000	\$1,000,000				<i>n/a</i>
Commercial Parachuting & Skydiving	\$1,000,000	\$1,000,000		\$1,000,000		<i>n/a</i>
<b>Independent Aeronautical Operator</b>						
Itinerant Operators conducting commercial activities under an agreement with the County will require the insurance of the applicable SASO category(ies) above.						
<b>Flying Club <sup>[c]</sup></b>						
	\$1,000,000	\$1,000,000		<i>See Note [4]</i>	<i>n/a</i>	<i>n/a</i>

**Notes:**

All coverages are Combined Single Limit (CSL) per occurrence and unless otherwise stated, includes minimum of \$250,000 per person. All policies shall include a Waiver of Subrogation in favor of the County.

[1] Premises Liability required for Operators leasing County facilities and includes Fire and Casualty coverage at full replacement value

[2] Required when Operator provides fueling services and/or operate aircraft as part of the Operator's business activities

[3] Required when Operator provides for care, custody, and control of non-owned aircraft. Minimum coverage could be higher dependent on value of controlled aircraft.

[4] Required when Operators' vehicles operate on non-public portions of the Airport (airside), may be combined with CGL coverages

[5] Workers Compensation as required by the State of Florida (refer to F.S. 440). Employers Liability shall not be less than \$500,000 per occurrence/\$100,000 per person. All policies shall include a Waiver of Subrogation in favor of the County.

[6] Required for Operators providing fuel sales, aircraft maintenance & repairs. Coverage shall include bodily injury, property damage, environmental remediation, fines, & penalties.

[a] Coverage shall include Products and Completed Operations Liability

[b] Coverage shall include Negligent Instruction

[c] Coverage shall include Negligent Instruction if flight instruction provided

These insurance requirements follow generally accepted guidelines for insuring against risks associated with commercial aeronautical activities at publicly-owned airports. Okaloosa County reserves the right to change the limits of liability as necessary to adequately protect itself against claims of personal injury and/or property loss resulting from operators providing aeronautical services on County property.

**APPENDIX B: APPLICATION FEE SCHEDULE**

<b>Application Type</b>	<b>Application Fee</b>
Commercial Aeronautical Operator	\$500.00
Non-Commercial Aeronautical Activity	\$150.00

**APPENDIX C: AIRPORT USE FEE SCHEDULE**

<b>Commercial Aeronautical Operator Type</b>	<b>Annual Fee</b>
Commercial Aeronautical Operators based at the Airport	5% of Gross Sales
Commercial Aeronautical Operators <i>not</i> based on the Airport*	5% of Gross Sales + surcharge of additional 1.25% of Gross Sales

\* Commercial Aeronautical Operators *not* based on the Airport include all Commercial Aeronautical Operators that lease or sublease no space on the Airport.