

**MINIMUM STANDARDS
FOR
AERONAUTICAL ACTIVITIES
AT
WINTER HAVEN
REGIONAL AIRPORT**



GILBERT FIELD (GIF)

As Adopted by the
Winter Haven City Commission
July 25, 2022
And Amended May 8, 2023

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SECTION 1 – INTRODUCTION

To encourage and ensure the provision of adequate services and facilities, the economic health of, and the orderly development of aviation and related Aeronautical Activities at the Winter Haven Regional Airport ("Airport"), City of Winter Haven ("City"), as the owner, proprietor, sponsor, and Operator of the Airport, has established these Minimum Standards and Requirements ("Minimum Standards").

Accordingly, the following sections set forth in the Minimum Standards are a prerequisite to a person or entity operating upon and engaging in one (1) or more Aeronautical Activities at the Airport.

It is significant to note that these Minimum Standards are not intended to be all-inclusive. Any person or entity engaging in aviation operations and/or Aeronautical Activities at the Airport will also be required to comply with all applicable Federal, State, and local laws, codes, ordinances, and other similar regulatory measures pertaining to such Activities.

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified.

Determinations of "minimum" shall be from the City's point of view as the Airport owner, lessor, licensor, or permitter. All Operators are encouraged to exceed the "minimum" in terms of quality of facilities or services. No Operator will be allowed to occupy an area or conduct Activities at the Airport under conditions less than the "minimum".

Notwithstanding the above, the City Commission may temporarily or permanently modify, waive, delete, or amend any of the requirements herein with respect to a particular person or entity upon a showing of good cause. The intent of this provision is to provide the City with the reasonable flexibility to address individual concerns and issues and to recognize those instances where a rigid adherence to these Minimum Standards may not be in the City's best interest. The specific provisions of these Minimum Standards that are to be modified, waived, deleted, or amended, shall be done at a public meeting, keeping with the city policy that the action taken shall not create a discriminatory advantage.

1.1 - Statement of Policy

It is the intent of the City to plan, manage, operate, finance, and develop the Winter Haven Regional Airport for the long-term financial health and safety of the Airport consistent with accepted Airport practices and applicable Federal, State, and local policies and regulations. To this end, all applicants wishing to perform Activities at the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if required), to occupy available Airport facilities and to provide appropriate Aeronautical Activities, subject, however, to these Minimum Standards as established and adopted by the City.

However, the granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises which may be Leased exclusively by the Operator and then only to the extent provided in a written Lease, license, and/or permit.

The City reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, State, and local laws, ordinances, codes, and other regulatory measures pertaining to such use. The City further reserves the right to designate the specific Airport areas in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall consider the nature and extent of the operation and the land and improvements available for such purpose, and shall be consistent with the orderly and safe operation of the Airport.

While the Airport Administration has the authority to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and City policies and the authority to permit temporary, short-term occupancy of the Airport), the ultimate authority to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Leases, licenses, and permits relating thereto is expressly reserved to the City by and through the Winter Haven City Commission.

Many types of Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific Minimum Standards for each. When specific Aeronautical Activities are proposed for the conduct on the Airport which do not fall within the categories hereafter documented, Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public demand for such service.

These Minimum Standards may be supplemented, amended, or modified by the City, from time to time, and in such manner and to such extent as is deemed appropriate by the City.

All Lessees are required to furnish service on a fair, equal, and not unjustly discriminatory basis to all users of the Airport. Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

1.2 – Severability

If one (1) or more clauses, sections, or provision of these Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Minimum Standards.

1.3 - Conflicts with Existing Agreements

These Minimum Standards are not retroactive. They do not affect the current term of any written agreement properly executed prior to the date of adoption and approval of these same Minimum Standards, unless any such written agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the City or if Operator desires to materially increase or expand its Activities, Operator shall then be required to comply with the provisions of these Minimum Standards.

1.4 – Violations

The City reserves the right to prohibit any Operator from using the Airport in connection with any such Operator's Aeronautical Activities upon determination by the City that such Operator has not complied with these Minimum Standards or has otherwise jeopardized the safety of entities utilizing the Airport or the property or operations of the Airport.

SECTION 2 GENERAL REQUIREMENTS

2.1 - Introduction

The following General Requirements shall apply to all Aeronautical Activities at the Airport. An Operator engaging in an Aeronautical Activity or Activities at the Airport must comply with the General Requirements of this section plus the Minimum Standards for each specific Aeronautical Activity.

2.2 - Agreement

No Entity shall conduct an Aeronautical Activity unless a valid Agreement authorizing such Activity has been entered into by the Entity and the City. Such Agreement will have a maximum initial term of 30 years. In addition, the City may provide for optional extensions of the Agreement, with agreed upon terms and conditions in accordance with State and Federal laws.

Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport, including but not limited to: term of the Agreement; rentals, fees, and charges, and the rights and obligations of the respective parties. The Agreement shall not reduce or limit the Entity's obligations with respect to these Minimum Standards. An application for leasing property and/or facilities is attached as Attachment A to these Standards.

2.3 - Approved Activities

Aeronautical Activities not explicitly discussed and/or identified in these Minimum Standards will be evaluated on a case-by-case basis, by the Airport Administration, City Manager, or a designated representative and/or the City Commissioners, using concepts set forth in these Minimum Standards as guidelines.

2.4 - Fees and Charges

Operator shall pay the fees and charges specified by the City for the applicable Aeronautical

Activities. Information relative to fees and charges applicable to the Aeronautical Activity described herein will be made available to the prospective Operator by the Airport Administration at the time of application or contract negotiations regarding an Agreement.

2.5 - Leased Premises

Operator shall Lease and/or Sublease (or construct) sufficient ground space, facilities, and accommodations for the proposed Aeronautical Activity as stipulated in these Minimum Standards and as determined within the sole discretion of the Airport Administration, or their designated representative. Operator must provide copies of all Construction Agreements, Leases or Subleases to the City, through the Airport Administration, at the time of application. When more than one (1) Activity is proposed or when Operator will be conducting Activities from an FBO Leasehold, as an approved sublessee, the minimum limits will vary (depending upon the nature of each Activity) and may not necessarily be cumulative.

Operator must provide a full description and conceptual drawing of the location of the ground space, facilities, and accommodations to be utilized for Operator's proposed Aeronautical Activity and a schedule of development, as applicable. Operator must identify the location of Aircraft parking and staging areas, customer lounges, vehicle parking, and restrooms.

The ground space shall include a paved walkway to accommodate pedestrian access to Operator's office, and when appropriate, a paved Aircraft apron with Tie-down or hangar facilities sufficient to accommodate the Activities being performed and the type of general aviation aircraft frequenting the Airport shall be included. Ground space shall also accommodate paved roadways and vehicle parking facilities to ensure direct vehicle access to the facilities without entering the Air Operations Area (AOA). The facilities and floor space allotments shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction. It is the City's intent that all commercial hangars built at the Airport shall be a minimum of 3,600 square feet. In all cases hangar size shall conform to the requirements of these Minimum Standards. In the case of a sublease from an FBO such Hangar shall also be in conformance with that FBO's approved development plan.

The public accommodations shall include telephones for customer use, restrooms, sufficient on-site customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations. In the case of a Lease of existing facilities, either with an existing FBO or with the City, these Public Accommodations may be located in a common use area and in such case may be considered as up to 20% of the Leased premise requirements.

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

2.6 - Site Development

In the case of a land Lease, a detailed development plan will be submitted to the City through the Airport Administration, within six (6) months of the execution of an Agreement. The City reserves the right for final approval on location decisions.

Prior to construction of any new building, hangar, or other facility on the Leased premises or modifications of an existing structure, all construction plans must be submitted through the

Airport Administration and approved by the City. Approval will not be unreasonably withheld and must occur within a reasonable time frame. However, no approval by the City of any plans or specification or receipt thereof by the City shall be deemed or implied to constitute approval of said plans or specifications, and the City assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications for any purpose whatsoever, specifically including without limitation, compliance with design and construction standards established by the FAA, Florida Department of Transportation ("FDOT"), and/or any other agency that may have jurisdiction.

All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the FDOT, and the City. Operator will be responsible for obtaining and complying with all building or other permits required by the City, Florida Department of Environmental Protection, the Florida Water Management District or any other agency that may have jurisdiction. Operator is responsible for preparing the necessary FAA Form 7460-1, notice of Proposed Construction. After review by the City, the notice will be signed by the City and submitted to the FAA. Review and submittal will be completed within 45 days of receipt by the City. No construction may commence at the Airport until the notice is approved and returned to the City by the FAA. Any changes or restrictions the FAA may require to the notice must be complied with by Operator.

The City is under no obligation to construct and/or provide Aprons or Taxiways for Commercial and/or Non-Commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways or Taxilanes, these pavements shall meet all FAA standards for the largest Aircraft type anticipated to use the facility.

Vehicle parking facilities must be paved, and where possible, located on Leased premises, and in compliance with City parking standards. The City reserves the right to assign parking spaces in a joint use parking lot in the case of a building Lease.

In addition, adequate fencing and gates will be provided by Operator to prevent vehicles from inadvertently driving onto runways and taxiways. Fences and gates shall meet or exceed FAA, FDOT and TSA security guidelines.

Any property not developed within two (2) years of execution of Agreement, or within twelve (12) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the City providing the necessary approvals and/or submission of documents will extend the development timeline accordingly. Any changes to this provision must be agreed to by all parties in writing.

Operator will not place or cause to be placed any temporary, mobile, or modular structures on the Leased premises, except those that are directly related to approved constructions or alterations. The siting of temporary construction structures must be approved in writing by the City. In addition, no Activities may be performed from temporary or mobile structures without the express consent of the City.

2.7 - Facility Maintenance

Operators must maintain the Leased premises in a neat and orderly condition. Operators must provide the necessary personnel to perform continuing maintenance upon their facilities, including related and associated appurtenances, landscaping, paved areas, installed equipment and utility services.

In addition, Operators will provide all necessary apron cleaning services for the Leased premises, janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the facilities in good condition, reasonable wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

Unless otherwise provided in the Lease, maintenance will be at the sole expense of the Operator and will be subject to general monitoring by the Airport Administration and/or representative(s) designated by the City to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport.

2.8 - Products and Services

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

2.9 - Licenses, Permits, and Certifications

Operator shall obtain and comply with, at its sole expense, all necessary licenses and permits required for the conduct of Operator's Activities at the Airport as required by the City or any other duly authorized governmental agency having jurisdiction. Operator must obtain a business tax receipt to engage in any commercial activity.

Operator shall not engage in any Activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Airport Administration with a copy of any such certification and shall continue to provide current copies of such certificates throughout the term of the Agreement.

2.10 - Personnel

Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards as set forth herein.

Operator shall provide a responsible person in the office to supervise the operations on the Leased premises and such person shall be authorized to represent and act for and on behalf of Operator during all business hours.

All personnel are required to hold the appropriate FAA certificates and ratings, as applicable.

2.11 - Payment of Rents and Fees

No Entity shall be permitted to engage in Aeronautical Activities unless said Entity is current (not delinquent) in the payment of all rents, fees, or other sums accruing to the City under any and all Agreements with the City. Operator's failure to remain current in the payment of all rents, fees, or

other sums accruing to the City under any and all Agreements with the City will be grounds for revocation of the Agreement authorizing the conduct of Aeronautical Activities at the Airport.

2.12 - Laws, Rules, and Regulations

Operator shall engage in Aeronautical Activities only in accordance with all applicable laws, rules, and regulations of the Federal Government, the State of Florida; and all other governmental bodies having jurisdiction including without limitation the regulations of the FAA and the U.S. Department of Transportation and the applicable ordinances, rules, and regulations of the City, including without limitation these Minimum Standards; all as may be changed from time to time.

2.13 - Insurance

Operator shall keep and maintain all insurance required by law including for example and without limitation, insurance as required by the workers compensation laws of the State of Florida. Operator shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the City for each Activity. The insurance company underwriting the required policy(ies) shall be licensed to write such insurance in the State of Florida. The minimum insurance requirements are contained in Attachment B of this Document.

For Building Replacement, when more than one (1) Aeronautical Activity is proposed, the minimum limits will vary (depending upon the nature of each Activity, in combination) but will not necessarily be cumulative in all instances. It will not be necessary for Operator to carry insurance policies providing the aggregate or combined total of the minimum requirements of each Activity; however, Operator will be required to obtain insurance for all exposures.

All insurance which Operator is required by the City to carry and keep in force shall name the City, its Board of Commissioners (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional insured. Liability policies shall contain, or be endorsed to contain, the following provisions: "The City, its Board of Commissioners (individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and operations of Operator; premises owned, occupied, or used by Operator; or vehicles owned, leased, hired, or borrowed by Operator; any insurance or self-insurance maintained by the City, its Board of Commissioners (individually or collectively), representatives, officers, officials, employees, agents, or volunteers shall be excess of Operator's insurance and shall not contribute with it."

"Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its Board of Commissioners (individually and collectively), representatives, officers, officials, employees, agents, or volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City."

Operator shall furnish to the City, through the Airport Administration, proper certificates that such insurance is in force and will furnish additional certificates upon any changes in insurance. In the event of cancellation or any modification of coverages, 30 days prior notification shall be conveyed to the City, through the Airport Administration, by the underwriter. The applicable insurance coverages shall be in full force and effect and the above required certificates shall be delivered to the Airport Administration upon execution of any Agreement, Lease, or approved Sublease.

The limits of liability for each stipulated Aeronautical Activity represents the minimum required to operate at the Airport. The City strongly recommends that all Operators secure higher limits of liability coverage.

All Operators shall, at their sole cost and expense, cause all buildings and improvements on the Leased premises to be kept insured to the full insurable value thereof against the perils of fire, wind, hail, flood (for any structure located in an 'A' or 'B' flood zone), extended coverage, vandalism and in amounts not less than the replacement cost of all buildings and improvements on the Leased premises. The proceeds of any such insurance paid on account of any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by the City, in writing.

Disclosure Requirement: Operators conducting rental or sales of Aircraft, or flight training shall post a notice and incorporate within their rental and instruction Agreements the coverages and limits provided to the renter/student by Operator, as well as a statement advising that additional coverage is available to such renter/student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Administration.

2.14 - Indemnification and Hold Harmless

Operator shall defend, indemnify, protect, and completely hold harmless the City, its Board of Commissioners (individually and collectively), representatives, officials, officers, employees, and agents from all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitrations, or costs at any time received, incurred, or accrued by the City, its Board of Commissioners (individually and collectively), representatives, officials, officers, employees, and agents, as a result of, or arising out of Operators actions or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify, however, in such case liability shall be shared in accordance with Florida principles of comparative fault.

2.15 - Assignment, Subletting, and Encumbrances

All assignments, subletting, and encumbrances of Agreements between an authorized Operator and another Entity (not specifically prohibited herein) must receive prior written approval from the City. A request for such written permission, prepared in as much detail as required by the City, will be submitted to the City, through the Airport Administration, for its review and approval which will be completed in a timely fashion. This does not apply to Activities provided for under the terms of an existing Agreement, including rental of Tie-downs and Hangar space for storage of Aircraft.

2.16 - Taxes

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

2.17 - Signage

Operator shall not erect, maintain, or display any sign on the Leased premises or elsewhere on the Airport without the prior written consent of the City and Airport Administration. At a minimum, all signage must meet such requirements and standards as the City and Airport may require. See Sign Standards located in Section 13 of the Declaration of Covenants and Restrictions policy located in the Appendix as Attachment D.

2.18 - Environmental Compliance

All Operators, specifically including, without limitation, all Operators who dispense and/or store fuel, and perform Aircraft or Aircraft Compound or Manufacturing Maintenance, shall strictly comply with all Federal, State, and local laws, rules, and regulations concerning the handling, use, and storage of fuel, oil, solvents, chemicals, and other hazardous materials.

Operators will not engage in, or permit on the Leased premises, the stripping and/or painting of Aircraft or any other vehicle, except following prior review by and written permission from the City. This does not include painting of minor Aircraft parts and assemblies required as part of a maintenance or repair procedure.

Each Operator handling, using, or storing fuel, oil, solvents, chemicals and/or hazardous materials at the Airport shall provide a written report to the Airport Administration, updated annually, identifying all fuel, oil, solvents, chemicals, and hazardous materials used or stored at the Airport and describing the measures taken by Operator to comply with all applicable Federal, State, and local laws, rules, and regulations. All Operators shall be subject to inspection by or on behalf of the City for compliance with this standard at any time during normal business hours. Each Entity will be required to secure necessary Federal, State, and local permits regarding the existence of rare, endangered, or threatened species and habitat.

2.19 - Safety of Property, Others

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

2.20 - Suspension, Revocation of Privileges

The City reserves the right to suspend or revoke Airport privileges, on a temporary or permanent basis, to any Operator failing to abide by these Minimum Standards or any applicable Federal, State, or local law, rule, regulation, ordinance, or standard governing the Airport or any applicable Aeronautical Activity.

2.21 - Security

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

2.22 – City Commissioners and Airport Administration

The Airport is owned and administered by the City. The City is governed by and through its Board of Commissioners. Only the Board of Commissioners can amend or modify these Minimum Standards on behalf of the City.

The City Administrator has authorized and directed that the Airport Administration obtain and receive copies of all licenses, permits, certifications, certificates of insurance, and other documents required to be provided to or filed with the City under these Minimum Standards. In addition, all official inquiries to the City regarding these Minimum Standards and/or compliance therewith should be directed to the Airport Administration. The Airport Administration shall be responsible for enforcement of these Minimum Standards, and no approval or consent required to be given hereunder shall be valid unless given in writing by the City. Any notice required to be given hereunder to the City shall be given in writing and addressed to the Airport Administration at the address provided in paragraph 2.23, below.

2.23 - Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the City and any notice or communication required or permitted to be given or filed with any Operator or prospective Operator pursuant to these Minimum Standards shall be in writing, signed by the party giving such notice, and may be personally served, sent by overnight courier or by United States certified mail, and shall be deemed to have been given when delivered in person, or one (1) day after delivery to the office of such overnight courier service, or three (3) days after depositing the same in the United States Mail, postage and registration fees prepaid, properly addressed to Operator or prospective Operator at its principal place of business (or such other address as it may have provided to the City) or, as the case may be, to the City, through Airport Administration, at the following address:

Winter Haven Regional Airport - Administration Office
2073 U.S. Highway 92 West
Winter Haven, FL 33881
Phone: 863-298-4551
avacha@mywinterhaven.com

SECTION 3 - FIXED BASE OPERATIONS (FBO)

Definition: A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple services to Aircraft. Such services shall include, at a minimum, the sale of Aviation Fuel/Lubricants; Aircraft Tie-down, Hangaring, Parking, and Ancillary Ground Services and Support.

In addition to the General Requirements set forth in Section 2 hereof, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards.

3.1 - Scope of Activity

FBO shall conduct its FBO business and Activities on and from the Leased premises in a first class manner which shall be consistent with the degree of care and skill usually exercised by experienced

FBOs providing comparable products, services, and engaging in similar Activities from similar sized facilities in like markets.

All services and products that the FBO is required to provide must be provided by the FBO through the FBO's employees.

FBO products and services shall include, at a minimum, the following: Aircraft Fueling (both Jet and Avgas): Ancillary Ground Services, Support Compressed Air Services, Towing of Aircraft, Ground Power Services, Aircraft Recovery Services, Water Services, Tie-down, Hangering, and Parking of aircraft.

The FBO shall be capable of providing a reasonable response time during required hours of operation and shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Airport.

The FBO shall have an approved written Spill Prevention Contingency and Control Plan ("SPCC Plan") which meets City, Federal, and State regulations. An updated copy of such SPCC Plan shall be filed with the Airport Administration at least fifteen (15) days prior to actual implementation.

The FBO can remain in compliance with these Minimum Standards for the provision of Aircraft Maintenance by: Use of an authorized sublessee (meeting the Minimum Standards for Airframe and Power Plant Repair and Maintenance) operating from the FBO's Leased premises, or; Contracting with an on-call authorized aircraft repair contractor. The FBO will need to validate the on-call contractor. Operator and the on-call contractor must list the Airport as additional insured on their insurance certificate.

3.2 - Leased Premises

A leasehold area of suitable square feet to provide for facility, ramp area, vehicle parking, roadway access, and landscaping.. Paved parking facilities for a minimum of 10 Aircraft. A paved ramp adequate to accommodate all Activities of the FBO and all approved sublessee(s) of FBO plus paved access to taxiways.

A leased or constructed building(s) to serve as a General Aviation Terminal which will provide suitable square feet of properly lighted space to perform work, office space, storage, a public waiting area that includes indoor restroom facilities, restaurant or appropriate vending machines and a public use telephone.

At least one (1) hangar of adequate square feet on Operator's Leasehold is preferred. It is recommended that the FBO construct at least 10,000 square feet of common storage hangar space with no hangar less than 3,600 square feet. If constructed, a minimum of 8,000 square feet must be "dedicated" to the storage of tenant Aircraft.

Upon completion of the recommended hangar requirements, the FBO may construct hangars of less than 10,000 square feet provided that any such hangar is not less than 3,600 square feet and is part of the FBO's approved development plan.

A leasehold area of suitable square feet to provide adequate space for crew and passenger lounge, administration, operations, and restrooms.

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

3.3 - Fuel Storage Facility

Construct (or install), maintain, or have access to an on-Airport above-ground fuel storage facility in a location approved by the City. Said fuel storage facility shall have minimum total capacity for three (3) days' supply of aviation fuel for Aircraft being serviced by an FBO. In no event shall the minimum total capacity be less than:

- A. 12,000-gallon facility for Jet A fuel storage; and
- B. 12,000-gallon facility for Avgas storage; and
- C. Demonstrated capabilities to expand fuel storage capacity within a reasonable time period.

The design and construction of the fuel storage facility shall comply with the rules and regulations of Federal and State regulatory agencies and all other applicable laws, rules, regulations, and guidelines including, but not limited to, NFPA 30, Industrial Standards; current FAA Advisory Circular AC 150/5230-4B, including all Appendices; and current Florida Department of Environmental Protection (FDEP) rules and regulations governing design, construction, and operation of hydrocarbon fuel facilities. FBO will be required to install an oil/water separator with suitable storage tank if surveys indicate the presence of ground and/or well water contamination, or it is required by future law, statute, or regulation.

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

3.4 - Fueling Equipment

At least two (2) mobile dispensing single product trucks (also referred to as Aircraft Fuel Servicing Tank Vehicle, Fueler, Mobile Dispensing Truck, or Mobile Unit), including at least one (1) Jet A truck having a minimum capacity of 3,000 gallons are required. At least one (1) Avgas truck having a minimum capacity of 500 gallons is required. Fuel dispensing units must be equipped with metering devices which meet all applicable legal requirements. The mobile unit dispensing Jet fuel must have over-the-wing and single point aircraft servicing capability. Mobile dispensing single product trucks must be bottom loaded.

Each mobile dispensing tank and self-service dispensing unit shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by: These Minimum Standards and any other rules and regulations of the City and the Airport, State of Florida Fire Code and Fire Marshall's Codes, National Fire Protection Association (NFPA) Codes, 14 CFR Part 139, Airport Certification, Section 139.321, Handling and Storing of Hazardous Substances and Materials and all Applicable FAA Advisory Circulars (AC), including but not limited to AC-00-34A, "Aircraft Ground Handling and

Servicing," and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles used on an Airport", which regulations may be amended from time to time.

3.5 - Equipment

Adequate Tie-down Equipment, including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure Tie-down Aircraft. Adequate equipment for washing of Aircraft windows and (1) Ground power unit

One (1) Aircraft tug with rated draw bar capacity of not less than 60,000 pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of general aviation aircraft normally frequenting the Airport.

Fire apparatus - an adequate number of approved and currently inspected dry chemical fire extinguisher units shall be maintained within all hangars, on ramp areas, at fuel storage facilities, and on all fueling trucks.

Compressed Air Unit - at least one (1) compressed air unit for inflating tires shall be readily available at all times.

3.6 - Personnel

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

Personnel engaged in dispensing Aircraft fuels, accepting fuel shipments and Aircraft ground handling operations shall be properly trained in all associated safety procedures and shall conform to the best practices of such operations. This includes meeting the standards of FAA Advisory Circular 150/5230-4 (current version), Aircraft Fuel Storage, Handling, and Dispensing on Airports, and all other applicable laws, rules, and regulations which may be amended from time to time.

In accordance with all applicable laws, regulations, and appropriate industry practices, the FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling operations and shall insure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills.

The FBO's SOP shall also address at a minimum: bonding and fire protection, public protection, control of access to fuel storage areas, and marking and labeling fuel storage tanks and tank trucks. The FBO's SOP must be submitted to the Airport Director no later than 30 days after the FBO commences Activities at the Airport. Inspections will be conducted by the Airport Director on a periodic basis to ensure compliance.

A minimum of two (2) properly trained and qualified employees, on each shift, providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of one

(1) properly trained and qualified employee, on each shift, during defined business hours, to provide ancillary customer service and support.

3.7 - Hours of Operation

Fueling, customer services, and ancillary services shall be continuously offered and available to the public seven (7) days a week, from 7:00 AM to 7:00 PM and available after hours, on-call, with response time not to exceed two (2) hours.

3.8 - Aircraft Recovery Services

Recognizing that Aircraft recovery is the responsibility of the Aircraft Owner/Operator, the FBO shall be prepared to provide assistance, in order to maintain the operational readiness of the Airport's runway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the typical itinerant general aviation Aircraft using the Airport.

3.9 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Minimum Insurance Requirements.

SECTION 4 AIRCRAFT AIRFRAME AND POWER PLANT REPAIR AND MAINTENANCE OPERATOR

Definition: An Aircraft Airframe and Power Plant Repair and Maintenance Operator is an Entity engaged in the business of providing Airframe and Powerplant Repair and Maintenance services which includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Airframe and Power Plant Repair and Maintenance Operator at the Airport shall comply with the following Minimum Standards.

4.1 - Scope of Activity

Operator shall conduct airframe and powerplant repair and maintenance services and Activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

4.2 - Leased Premises

Operator leasing unimproved land from the City shall Lease a minimum ground area of one half (1/2) acres upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one half (1/2) acre increments whenever possible and shall be adjacent or contiguous.

The ground area leased shall be of sufficient size to allow for construction of all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping and stormwater management facilities will be located.

Sufficient paved ramp space to accommodate customers, passengers, and employees on a daily basis. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

At least one (1) hangar of adequate square feet on Operator's Leasehold for Aircraft Maintenance.

A leasehold area of suitable square feet of office, lounge, shop space and part storage with adequate space for customer lounge, administration, shops, and restrooms.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the AOA.

Operator, including a sub-lessee of an FBO or a lessee of the City and leasing existing building(s) from the City and engaging in Aeronautical Activities as authorized by Agreements approved by the City, shall adhere to the following leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Vehicle parking shall not be located inside the AOA.

4.3 - Licenses and Certifications

Operator shall make an application to the FAA for Repair Station Certification and submit a copy of application to the Airport Administration. Operator must acquire the certificate within six (6) months. Due to delays caused by the FAA, Operator may request from the City, through the Airport Administration, an extension to the (6) month deadline, which will not be unreasonably withheld.

4.4 - Personnel

Operator shall provide a sufficient number of personnel (at a minimum one (1) FAA licensed airframe and powerplant mechanic and inspector(s) to adequately and safely carry out airframe and powerplant repair and maintenance services in a courteous, prompt, and efficient manner and meeting the reasonable demands of the public. Personnel must be current and properly certificated by the FAA with ratings appropriate to the work being performed.

4.5 - Equipment

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

4.6 - Hours of Operation

Operator Leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days per week, eight (8) consecutive hours per day and available after hours, on-call, with response time not to exceed one and one half (1-1/2) hours.

4.7 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Schedule of Minimum Insurance Requirements.

SECTION 5 – AIRCRAFT RENTAL/FLYING CLUB OPERATORS

Definition: Aircraft Rental Operator is an Entity engaged in the rental of Aircraft to the public.

A Flying Club Operator is an Entity comprised of an association or group of more than three (3) individuals jointly owning or leasing an Aircraft to its members (where payment is made to the club for the operating time of the Aircraft), but which does not meet the requirements established for exempt Flying Clubs.

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

5.1 - Scope of Activity

Operator shall conduct its Aircraft Rental Services and Activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

5.2 - Leased Premises

Operator leasing unimproved land from the City shall Lease a minimum of one half (1/2) acre upon which the required improvements, for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater shall be constructed. Additional land required by the Operator shall be leased ½ acre increments and shall be adjacent or contiguous.

At least one (1) hangar of adequate square feet on Operator's Leasehold is preferred.

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

A leasehold area of suitable square feet of office and lounge with adequate space for customer/member lounge, administration, and restrooms.

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

Operator, including a sublessee of an FBO or a lessee of the City and leasing existing building(s) or office space from the City and engaging in Aeronautical Activities as authorized by agreement approved by the City, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet but no less than the space required to accommodate three (3) Aircraft. Ramp space shall be adjacent to or within close proximity of Operator's facility.

A leasehold area of suitable square feet of office space "dedicated" to the administration and provision of Aircraft Rental Activities.

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

5.3 - Licenses and Certifications

Operator shall have in its employ at least (1) person having current FAA certified flight instructor rating and which is current in all Aircraft models offered for rental.

5.4 - Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Rental/Flying Club services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

5.5 - Equipment

Operator shall have available for rental, either owned by or under written Lease to Operator and under the exclusive control of Operator, at least two (2) certificated currently airworthy Aircraft, at least one of which must be capable of flight under instrument conditions.

5.6 - Hours of Operation

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days per week, eight (8) hours per day.

5.7 - Exempt Flying Club/Parachute Club

All Minimum Standards for Aircraft Rental Operators shall apply to exempt Flying Clubs except for "Hours of Operation." To be exempt from the Commercial Club requirements, the following conditions must exist: The club shall be a non-profit Entity (corporation, association, or partnership) registered and current with the State of Florida and organized for the express purpose of providing its members with Aircraft for "personal use and enjoyment only."

Each member of the club must be a bona fide owner of the Aircraft or a shareholder, member, or director of the non-profit Entity.

The club may not derive profit from the operation, maintenance, and/or replacement of its Aircraft. Flight instruction may be given in club Aircraft to club members, provided such instruction is given by Operator based at the Airport authorized to provide flight training services or by a properly certified instructor who is a bona fide club member and who shall not receive any compensation for such services.

Aircraft maintenance performed by the club shall be limited to only that maintenance that does not require a certified mechanic in accordance with Federal Aviation Regulation Part 43. All other

maintenance which is based at the Airport must be provided by an Operator based on the Airport authorized to provide such Aircraft Maintenance service, or by a properly certified mechanic who is a bona fide club member.

Aircraft will not be used by other than bona fide members and by no one for Commercial Operations. Commercial Aeronautical services shall not be provided.

The club shall file and keep current with the Airport Administration a copy of its Bylaws, Articles of Association, partnership, or incorporation (or other documentation supporting its existence) and shall keep current, with the Airport, a complete list of the clubs' members, including names, addresses and contact information of the directors and officers and the investment shares owned by each member, the number and type of Aircraft owned by club, evidence that ownership of club Aircraft is vested in the club, and the operating names of the club. The books and other records of the club shall be made available for review at any reasonable time as requested by the City.

Operator shall provide certificates of insurance listing each club member as named insured and evidencing the same coverages as required by the aforementioned commercial "Flying Club."

5.8 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Minimum Insurance Requirements.

SECTION 6 – FLIGHT TRAINING OPERATOR

Definition: A Flight Training Operator is an Entity engaged in instructing pilots in fixed or rotary wing Aircraft operations and providing such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

A Small Flight Training Operator (SFTO) will be defined as operating three (3) to five (5) fixed and/or rotary wing Aircraft.

A Large Flight Training Operator (LFTO) will be defined as operating six (6) or more fixed and/or rotary wing Aircraft.

In addition to the General Requirements set forth in Section 2 hereof, each Flight Training Operator at the Airport shall comply with the following Minimum Standards:

6.1 - Scope of Activity

Operator shall conduct its flight training services and Activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

6.2 - Leased Premises

Operator leasing unimproved Land from the City shall meet or exceed the requirements listed below upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

SFTO: A minimum ground area one-third (1/3) acre upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

LFTO: A minimum ground area of one-half (1/2) acres upon which all required improvements for facility, ramp area, vehicle parking, roadway access, landscaping, and stormwater management facilities will be located.

SFTO: At least one (1) hangar of adequate square feet on Operator's Leasehold is preferred.

LFTO: At least one (1) hangar of adequate square feet on Operator's Leasehold is preferred

SFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than twice the size of the Operator's hangar. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

LFTO: Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate fifteen (15) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

SFTO & LFTO: Operator shall provide at least 1,500 square feet of space for customer lounge, administration, restrooms, and classroom facilities.

Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis. Adequate bicycle storage facilities shall be provided.

An Operator, including a sublessee of an FBO or a lessee of the City and leasing existing building(s) or office space from the City and engaging in Aeronautical Activities as authorized by Agreement approved by the City, shall adhere to the following Leased premises requirements:

SFTO: All facilities shall be adequate to accommodate Operator's business.

LFTO: All facilities shall be adequate to accommodate Operator's business. Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory but no less than the space required to accommodate six (6) Aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

SFTO: Operator shall provide at least 750 square feet of office space "dedicated" to administration and provision of flight training Activities as outlined in paragraph 2.1.4 (Leased Premises).

LFTO: Operator shall provide at least 1,000 square feet of office space "dedicated" to administration and provision of flight training Activities.

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

6.3 - Licenses and Certifications

Operator shall maintain an active and updated FAA Part 61 Certification.

SFTO shall have in its employ at least two (2) flight instructors who are properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

LFTO shall have in its employ at least four (4) flight instructors who are properly certificated by the FAA to provide all types of training offered. Operator's facility shall operate as a pilot's school in accordance with applicable FAA Regulations.

6.4 - Personnel

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

6.5 - Equipment

SFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than three (3) properly certified Aircraft, at least one (1) of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation.

LFTO shall have available for use in flight training, either owned or under written Lease to Operator and under the exclusive control of Operator, no less than six (6) properly certified Aircraft, at least 1/2 of which must be equipped for and capable of flight under instrument conditions and equipped for dual operation, at least one (1) of which must be a multi-engine Aircraft, at least two (2) of which must be complex Aircraft, and at least one (1) of which must be a High-Performance Aircraft

Training equipment shall include, at a minimum, adequate mock-ups, pictures, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the training offered.

6.6 - Hours of Operation

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days per week, eight (8) hours per day.

6.7 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Minimum Insurance Requirements.

SECTION 7 – AIRCRAFT CHARTER, AIR TAXI, AND/OR AIR AMBULANCE OPERATOR

Definition: An Aircraft Charter, Air Taxi, and/or Air Ambulance Operator is an Entity engaged in the business of providing air transportation (for persons or property) to the general public for hire, either on a charter basis or as an Air Taxi Operator, as defined in the Federal Aviation Regulations.

In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Charter, Air Taxi, and/or Air Ambulance Operator at the Airport shall comply with the following Minimum Standards:

7.1 - Scope of Activity

Operator shall conduct its Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

7.2 - Leased Premises

Operator leasing unimproved land from the City shall Lease a minimum of one (1) acre upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one half (1/2) acre increments whenever possible and shall be adjacent or contiguous.

Required improvements shall include facility, ramp area, vehicle parking, roadway access, and landscaping and at least one (1) hangar of adequate square feet on Operator's Leasehold is preferred.

Ramp space equal to the total number of Aircraft in Operator's fleet or current inventory, but no less than the space required to accommodate two (2) Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall provide a leasehold area of suitable square feet of office and lounge with adequate space for customer lounge, administration, and restrooms.

Paved vehicle parking facilities shall be sufficient to accommodate all customers and employees on a daily basis.

Operator, including a sublessee of an FBO or a lessee of the City and leasing existing building(s) or office space from the City and engaging in Aeronautical Activities as authorized by Agreement approved by the City, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate Operator's business.

Aircraft ramp space equal to the total number of Aircraft in Operator's fleet or current inventory but no less than the space required to accommodate two (2) Aircraft. Ramp space shall be adjacent to or within close proximity to Operator's facilities.

Provide adequate square feet of office space "dedicated" to the administration and provision of aircraft Charter, Air Taxi, and/or Air Ambulance Activities and sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis.

7.3 - Licenses and Certifications

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

7.4 - Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Charter, Air Taxi, and/or Air Ambulance Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the Leased premises. Operator shall have in its employ a sufficient number of qualified Commercial and/or Airline Transport rated pilots.

7.5 - Equipment

Operator shall provide, either owned or under written Lease to Operator and under the exclusive control of Operator, not less than two (2) certified and continuously airworthy Aircraft with at least one (1) multi-engine, Aircraft certified for flight under Instrument Conditions (IFR).

7.6 - Hours of Operation

Operator's Leased premises shall be open and services shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day. After hours, on-call response time to customer inquiries shall not exceed Two (2) hours.

7.7 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Schedule of Minimum Insurance Requirements.

SECTION 8 – AVIONICS, INSTRUMENT, AND/OR PROPELLER REPAIR OPERATOR

Definition: An Avionics, Instrument, and/or Propeller Repair Operator is an Entity engaged in the business of repairing Aircraft radios, electrical systems, propellers, instruments, and/or accessories. This category includes the sale of new or used Aircraft radios, propellers, instruments, and/or accessories.

In addition to the General Requirements set forth in Section 2 hereof, each Avionics, Instrument, and/or Propeller Repair Operator at the Airport shall comply with the following Minimum Standards.

8.1 – Scope of Activity

Operator shall conduct its Avionics, Instrument, and/or Propeller Repair services and activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care

and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

8.2 - Leased Premises

Operator leasing unimproved land from the City shall Lease a minimum of one half (1/2) acre upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one half (1/2) acre increments whenever possible and shall be adjacent or contiguous. Required improvements shall include hangar, ramp area, vehicle parking, roadway access, and landscaping.

At least one (1) hangar of adequate square feet on Operator's Leasehold Ramp space equal to or greater than one (1) time the hangar square footage. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

A leasehold area of suitable square feet with adequate space for customer lounge, administration, shops, and restrooms.

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

An Operator, including a sublessee of an FBO or a lessee of the City and leasing existing building(s) or office space from the City and engaging in Aeronautical Activities as authorized by Agreement approved by the City, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for maintenance or having just completed maintenance).

A leasehold area of suitable square feet of office and shop space "dedicated" to the administration and provision of Avionics, Instrument, or Propeller Repair.

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

8.3 - Licenses and Certifications

Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of Avionics Repair, the ratings shall, at a minimum, be for Class 1 and Class 2 repairs.

8.4 - Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out Avionics, Instrument, or Propeller Repair services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services. Operator shall employ a sufficient number of personnel with Aircraft radio, electrical systems, instruments, and propeller repair ratings, appropriate to the category of work being performed.

8.5 - Equipment

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

8.6 - Hours of Operation

Operator shall have its premises open and services available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

8.7 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Schedule of Minimum Insurance Requirements.

SECTION 9 – AIRCRAFT SALES OPERATOR

Definition: An Aircraft Sales Operator is an Entity engaged in the sale of new or used Aircraft or Aircraft components. In addition to the General Requirements set forth in Section 2 hereof, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards.

9.1 - Scope of Activity

Operator shall conduct its Aircraft sales services and Activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

9.2 - Leased Premises

Operator leasing unimproved land from the City shall Lease a minimum of one half (1/2) acre upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one half (1/2) acre increments whenever possible and shall be adjacent or contiguous. Required improvements shall include hangar, ramp area, vehicle parking, roadway access, and landscaping.

At least one (1) hangar of adequate square feet on Operator's Leasehold is preferred.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

Operator shall provide a leasehold area of suitable square feet for office, lounge, administration, and restrooms.

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

Operator, including a sublessee of an FBO or a lessee of the City and leasing existing building(s) or office space from the City and engaging in Aeronautical Activities as authorized by agreement approved by the City, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet or current inventory. Ramp shall be adjacent to or within close proximity to Operator's facilities.

Operator shall provide a leasehold area of suitable square feet of office space "dedicated" to the administration and provision of Aircraft Sales Activities.

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

9.3 - Dealership

An Operator which is an authorized factory sales franchise, dealer, or distributor shall have available or on call at least one (1) current model demonstrator of Aircraft in its authorized product line.

Demonstrations of additional models of the manufacturer for which a dealership is held shall also be available.

9.4 - Licenses and Certifications

Operator shall employ, or have available on call, a sufficient number of pilots with instructor ratings who shall be current in all models to be demonstrated.

9.5 - Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft sales services in a courteous, prompt, and efficient manner adequate to meet the reasonable demand of the public seeking such services on the Leased premises.

9.6 - Equipment

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

9.7 - Hours of Operation

Operator's Leased premises shall be open and service shall be available to meet public demand for this category of service at least five (5) days a week, eight (8) hours a day.

9.8 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Schedule of Minimum Insurance Requirements.

SECTION 10 – SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SCAO)

A Specialized Commercial Aeronautical Operator is an Entity engaged in providing limited specialized Aircraft Services and Support, miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory repair and maintenance (for example, washing, painting, upholstery, aircraft restoration, etc.) or other miscellaneous Activities directly related to Aircraft support.

Miscellaneous Commercial Services and Support - are defined as Ground Schools, Simulator Training, Charter Flight Coordinators, Aircrew or Aviation Management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

Air Transportation Services for Hire - are defined as non-stop sight-seeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, power line and underground cable, or pipeline patrol; Banner towing or aerial Advertising; crop dusting, seeding, spraying, and bird chasing; or any other miscellaneous Activities directly related to air transportation service (for example, helicopter operations in construction or repair work).

In addition to the General Requirement set forth in Section 2 hereof, each specialized commercial aeronautical Operator at the Airport shall comply with the following Minimum Standards:

10.1 - Scope of Activity

Operator shall conduct its Specialized Commercial Aeronautical Services and Activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar facilities in like markets.

10.2 - Leased Premises

Operator leasing unimproved land from the City shall Lease a minimum of one (1) acre upon which the required improvements shall be constructed. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

At least one (1) hangar of adequate square feet on Operator's Leasehold. Ramp space equal to the total number of Aircraft in Operator's fleet. Ramp space shall be adjacent to operator's facilities and on Operator's Leased ground space.

Operator shall develop adequate facilities to accommodate space for office, lounge, administration, and restrooms.

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

Operator, including a sublessee of an FBO or a lessee of the City leasing existing building(s) or office space and engaging in Aeronautical Activities as authorized by Agreement approved by the City, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the total number of Aircraft in Operator's fleet.

Ramp space shall be adjacent to or within close proximity to Operator's facilities.

10.3 - Licenses and Certifications

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

10.4 - Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out its Specialized Commercial Aeronautical Services and Activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking services.

10.5 - Equipment

Operator shall provide and have based at the Airport, either owned or under written Lease to Operator, sufficient equipment, supplies, and availability of parts, including, if appropriate, at least one (1) airworthy Aircraft to meet all applicable Federal, State, and local laws, rules, and regulations with respect to the Activities to be performed.

10.6 - Hours of Operation

Operator's Leased premises shall be open and services shall be available during normal business hours. Operator shall make provision for personnel to be in attendance in its office at all times during the required operating hours or shall have an answering service, page system, or other acceptable method for the public to contact Operator.

10.7 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Minimum Insurance Requirements.

SECTION 11 – AIRCRAFT PAINTING

Definition: An Aircraft Painting Operator is an Entity engaged in the business of painting and striping Aircraft. This category includes either interior or exterior Aircraft painting, whole or in part.

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

11.1 – Scope of Activity

Operator shall conduct its Painting services and activities on and from the Leased premises in a first-class manner which shall be consistent with the degree of care and skill usually exercised by experienced Operators providing comparable products, services, and Activities from similar sized facilities in like markets.

11.2 - Leased Premises

Operator leasing unimproved land from the City shall Lease a minimum of one half (1/4) acre upon which the required improvements shall be constructed. Additional land required by the Operator shall

be leased in one half (1/4) acre increments whenever possible and shall be adjacent or contiguous. Required improvements shall include hangar, ramp area, vehicle parking, roadway access, and landscaping.

At least one (1) hangar of adequate square feet on Operator's Leasehold. An appropriate amount of Ramp space. Ramp space shall be adjacent to Operator's facilities and on Operator's Leased ground space.

A leasehold area of suitable square feet with adequate space for customer lounge, administration, shops, and restrooms.

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

An Operator, including a sublessee of an FBO or a lessee of the City and leasing existing building(s) or office space from the City and engaging in Aeronautical Activities as authorized by Agreement approved by the City, shall adhere to the following Leased premises requirements:

All facilities shall be adequate to accommodate operator's business.

Ramp space adequate to accommodate the movement of Aircraft into and out of hangar space and storage of Aircraft (requiring or scheduled for painting or having just completed painting).

A leasehold area of suitable square feet of office and shop space "dedicated" to the administration and provision of Aircraft Painting.

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

11.3 – Regulatory Requirements

Comply with and abide by all standards, rules, regulations and requirements of the Federal Aviation Administration, Florida Department of Environmental Regulations, Environmental Protection Agency, OSHA, and any other local, state, or national governmental agencies having jurisdiction over aircraft painting and stripping operations. Comply with the standards of the National Board of Fire Underwriters on "Paint Spraying and Spray Booths" with regard to the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing and spray-painting operations. Properly treat and dispose of all hazardous material and comply with SAA Code for Industrial Wastes.

11.4 - Personnel

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

11.5 – Equipment and Work

Operator shall provide sufficient equipment and supplies required for painting and stripping operations. Operator shall perform all aircraft stripping operations inside a hangar or building.

Outside stripping must be approved in advance and in writing by the Airport Manager and the regulator department of the City and/or County.

11.6 - Hours of Operation

Operator shall have its premises open and services available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

11.7 - Insurance

Operator shall maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Schedule of Minimum Insurance Requirements.

SECTION 12 – NON-COMMERCIAL HANGAR OPERATOR

Definition: A Noncommercial Hangar Operator is an Entity which develops and constructs or Leases existing buildings, either from the City or as a sublessee of an FBO, a hangar structure(s) for the sole purpose of storing an Aircraft which is either owned or Leased for Noncommercial, private (not for hire), personal, and/or recreational purposes only.

In addition to the General Requirements set forth in Section 2 hereof, each non-commercial aviation Operator at the Airport shall comply with the following Minimum Standards.

12.1 - Scope of Activity

Operator shall use the Leased premises solely to store and maintain Aircraft owned and/or Leased and utilized by Operator for Noncommercial purposes. No Commercial Activity of any kind (including Commercial Aeronautical Activities identified in these Minimum Standards) shall be permitted on or from the Leased premises.

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

Operator shall not be permitted to Sublease ground, hangar, ramp, office, or shop space within the Leased premises to any Entity for any purpose.

12.2 - Leased Premises

Operator leasing unimproved land from the City shall lease a minimum ground area of one (1) acre upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping will be located. Additional land required by the Operator shall be leased in one acre increments whenever possible and shall be adjacent or contiguous.

Ramp space shall be sufficient to provide reasonable Aircraft access to and from the hangar. The City is under no obligation to construct and provide Aircraft aprons or taxiways for personal and private use. In the event the location of the facility requires the construction of aprons and/or taxiways, these areas shall meet all FAA standards for the largest Aircraft type anticipated to use Operator's facility.

In addition, development, if applicable, shall include roadway(s) which is sufficient to provide reasonable access for both private and Airport service vehicles, sufficient parking facilities to accommodate all vehicles utilizing the facility on a daily basis, and landscaping in conformance with the Airport's developmental guidelines as may be promulgated and changed from time to time.

12.3 - Hangar Structures

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

- T-hangar - a single structure of not less than 12,000 square feet, subdivided and configured to accommodate individual bays for the storage of a minimum of 10 private Aircraft, such bays to be contiguous areas with common walls.
- A common storage hangar structure of not less than 3,600 square feet, completely enclosed.

12.4 - Ownership Guidelines

Hangar development may be accomplished through either individual ownership or association ownership. Associations must adhere to the following stipulations:

Association membership will be contingent upon ownership of a proportionate share of the private hangar facility which shall consist of not less than one (1) individual T-hangar of at least 1,200 total square feet, or an equal portion of the "common" hangar area which is consistent with the total number of members (such area to be not less than 1,800 total square feet).

The entire membership of the Association must be declared to the City at the time the application for development and operation is submitted. Thereafter, the Association and/or each member of the Association shall be required to demonstrate ownership (as required herein) as requested by the Airport Administration from time to time. The hangar facilities developed and utilized by the Association will be exclusively for storage of Aircraft owned by the member(s) of the Association.

12.5 - Insurance

It is recommended that the Operator maintain, at a minimum, the coverages and limits of insurance required in Attachment B - Schedule of Minimum Insurance Requirements.

SECTION 13 – NON-TENANT TRANSIENT BUSINESSES

The City recognizes that not all aeronautical services required by Airport tenants and users are provided by On-Airport Service Providers. Authorized Non-tenant businesses are permitted to provide services at the Airport from an off-site location or to use the Airport to further an off-site business.

13.1 - Scope of Activity

Non-tenant transient businesses may apply for a Permit to conduct business on the Airport by submitting to the Airport Administration Office the Application found in **Appendix C - Application for Transient Businesses**.

The Permit provides operating regulations and guidelines and sets forth appropriate fees to be paid for the privilege of using the airport in connection with their business operation.

Non-Tenant Business Permits are typically issued on an annual basis.

The application should contain the following information:

- Name of the Business, address, phone number, type of Business, type and description of Vehicles to be operated, if any, on Airport property.
- Names and addresses of principals of the applying entity.
- Names and addresses of each principal or entity having an Ownership interest in the Business.
- Name, address and job title of all local management Personnel.
- Satisfactory proof of all Business and/or Vehicle Permits required by Federal, State, or local authorities.

The Non-Tenant business must pay the permit fee specified prior to issuance of a permit and commencing operations.

- Within 30 calendar days after the application for a Non-Tenant Business Permit has been submitted to the Airport Administration Office the application will either be approved or denied. In the event the application is denied, the Airport Director shall specify in writing the grounds for denial. The applicant shall have 15 calendar days to appeal the ruling, in writing, to the City Manager.

Permit Renewal

- Application for renewal of Non-Tenant Business Permits shall be submitted to the Airport Administration Office at least 30 and no more than 60 calendar days before the expiration of the current Permit. Upon approval of the renewal application the applicant shall, prior to expiration of the existing Permit, execute and deliver to the Airport Administration Office the written Agreement, insurance documents, security documents and pay any applicable fees.

13.2- Leased Premises

A non-tenant business shall not establish any office, station, or location on Airport property.

13.3 - Regulatory Requirements

All businesses that operate on the Airport must be knowledgeable of and in compliance with all Local, State and Federal guidelines and regulations governing their type of activity. Operators shall conform to the requirements and procedures of the Airport Rules and Regulations and Minimum Operating Standards as now and hereinafter amended.

13.4 - Personnel

Operators shall provide to the Airport Administration Office a current list of employees who access the airfield, semi-annually or as requested. All non-management personnel in the AOA shall be suitably uniformed with the name of the company prominently displayed. Only qualified and, where

applicable, licensed or FAA certified, employees shall provide services at the Airport. The Operator shall maintain during business hours, a responsible person in charge to supervise its operations on the Airport and have the authorization to represent and act for and on behalf of the Operator. Operators shall ensure that vehicles and personnel entering the AOA through authorized gates access approved areas only.

13.5 - Equipment and Work

All vehicles operating at the Airport shall have required permits and registrations, including permits for operation in the AOA, if required. All vehicles operating inside the AOA shall be clearly designated with the name of the Operator on the vehicle. Vehicles shall park in authorized areas only. If required, the Operator shall pick up and/or deliver customers at the Airport only in authorized areas.

13.6 - Hours of Operation

Operator shall have its premises open and services available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.

13.7 - Insurance

The non-tenant business shall procure and continuously maintain in effect throughout the term of its activities upon the Airport at Operator's sole expense, insurance of the types and in at least such minimum amounts as set forth by these Minimum Operating Standards in Attachment B - Schedule of Minimum Insurance Requirements. The Non-Tenant Business shall indemnify and hold harmless the City from any claim arising from their Business operations on Airport property. Insurance documents shall name the City as an additional insured and contain provisions for insurance, indemnification and applicable environmental requirements as required by the City. Insurance documents shall be submitted to the Airport Administration Office annually.

13.8 - Permit Revocation

A non-tenant business Permit may be revoked by the Airport Administration Office at any time for cause. Causes for revocation include, but are not limited to:

- Violation of any rule, regulation or standard of the Airport or any other act or omission which poses a danger to public health, safety, or welfare.
- Violation of any applicable Law.
- Breach of the written Agreement entered into with the Airport.
- Failure to perform any of the conditions and covenants entered into with the Airport Administration Office including failure to make timely payment of any fees, fines, or other moneys due.
- Operating in a manner which adversely affects Airport operations.
- Failure on the part of any agent, employee, or representative of the Non-tenant business to obey any directions properly issued by the Airport Administration Office

APPENDIX

**LEASE APPLICATION REQUIREMENTS
FOR COMMERCIAL ACTIVITIES
AT
WINTER HAVEN REGIONAL AIRPORT
GILBERT FIELD (GIF)**

Section 1 - Application Requirements

The City reserves the right to request from a prospective Operator, in written form, at the time of, and as part of its application, the following information and, thereafter, such additional information as may be required or requested by the City and/or the Airport Administration.

Section 1.1 - Intended Scope of Activities

As a prerequisite to occupancy on and the granting of an operating privilege at the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended activities, and the means and methods to be employed to accomplish the contemplated activities, which shall include, but not be limited to, the following:

1. The legal name of the Entity filing the application and its business name (if different).
2. The name, address, and telephone number of the Entity and primary contact individual.
3. Ownership shall be reported as required by all City of Winter Haven Codes and Regulations.
4. The proposed date for commencement of the Activity and proposed term for conducting same.
5. A comprehensive listing of all Activities proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses currently held.
6. For proposed Leases or Subleases of existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, Tie-downs, and/or vehicle parking areas to be utilized.
7. For proposed Leases or Subleases of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and improvement to be constructed, together with vehicle parking to be available (and required) for the proposed Activities.
8. The number of persons proposed to be employed, including the names and qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
9. The number of Aircraft to be utilized in connection with the Activities and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
10. The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed Activities.
11. A market analysis to include a written statement addressing each of the following areas:
 - a) Definition of target market
 - b) Intended market share
 - c) Promotional marketing techniques

- d) Description of existing competitors
- e) Percent of intended sales related to Aircraft based at the Airport
- f) List of certifications and licenses to be sought (if any, as required)
- g) Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation
- h) List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable)
- i) List of suppliers, subcontractors, and associates
- j) In addition, the applicant shall provide a statement, with supporting evidence, of the need at the Airport for the proposed Activities and the desires of Airport users for the proposed Activities, together with a description of existing Operators at the Airport offering the same or similar Activities.

Section 2 - Financial Responsibility and Capability

The prospective Operator must provide a statement, as evidence of applicant's financial responsibility, from an area bank or trust company or from such other source as may be acceptable to the City and readily verified through normal banking channels. The prospective Operator must also demonstrate the financial capability to initiate the Activities, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated Activities (once initiated). The demonstration of financial responsibilities and capabilities shall include a cash flow and profit and loss projections for the first five (5) years of the proposed operation, a three (3) year historical profit and loss statement (if available), and a current (within 60 days) balance sheet.

Section 3 - Experience

The prospective Operator shall furnish the City with a statement of its past experience in the specified Aeronautical Activities for which application is being made, including resumes of management individuals who will be directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to the City.

Section 4 - Bonding and Insuring Capacity

The prospective Operator shall provide evidence in a form acceptable to the City of its ability to supply (i) a performance bond in an amount equal to 10% of the annual rental and/or fees established and agreed to for conducting the Activities and entering into the Agreement or Lease sought (cash may be deposited in lieu of a performance bond), (ii) a performance bond and a payment bond, each in an amount equal to the cost of constructing the proposed improvements submitted to the City for approval and (iii) the required insurance. Additional and supplemental information may be required by the City in a formal competitive selection process.

Section 5 - Grounds for Denial of Application

The City may deny any application for any one (or more) of the following reasons:

1. The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the prospective Operator and the standard of proof shall be by clear and convincing evidence.
2. The applicant's proposed Activities, operation, and/or construction will create a safety hazard.

3. The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed Activities, operation, and/or construction that the City is not willing to spend, or the operation will result in a financial loss to the Airport.
4. No appropriate, adequate, or available space or building exists at the Airport which would accommodate the entire operation of the applicant at the time of application, nor is such contemplated within a reasonable time thereafter.
5. The proposed operation, development, or construction does not comply with the Master Plan of the Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the applicant.
7. The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or Activities of any present Operator on the Airport and/or prevent adequate access to their Leased area.
8. The applicant has either intentionally or unintentionally misrepresented or omitted one or more material facts in the application or in supporting documents.
9. The applicant has failed to make full disclosure on the application or in supporting documents.
10. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has a record of violating the rules, regulations, statutes, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statutes, ordinances, laws, or orders applicable to the Airport.
11. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any Lease or other Agreement with the City or at the Airport.
12. On the basis of current financial information, the applicant does not, in the sole discretion of the City, exhibit adequate financial responsibility or capability to undertake the proposed operation and Activities.
13. The applicant cannot provide a performance bond, payment bond, or applicable insurance in the amounts and types required by the Airport for the proposed operation and Activities.
14. The applicant or an officer, director, agent, representative, shareholder or employee of the applicant has been convicted of any felony or of a misdemeanor involving moral turpitude.
15. Applicants Activities or operations have been or could be detrimental to the Airport.

Section 6 - Extension of Lease Term

Section 6.1 - No Change in Scope of Activities

Upon expiration of the term of Operator's Agreement or Lease with the City, Operator may apply to extend such term and such application may be accepted by the City without need to file a new application provided that Operator proposes no changes in the scope of the previously approved Aeronautical Activities and is in compliance with the Minimum Standards in place at the time of such request.

Section 6.2 - Change in Scope of Activities

Upon expiration of the term of Operator's Agreement or Lease with the City, Operator may apply to extend such term. However, if Operator intends to change or expand the scope of its Aeronautical Activity(ies) on the Airport, or if the City deems a new application to be

appropriate for any reason, Operator must submit a new application and demonstrate compliance with the Minimum Standards in place at the time of the new application.

Appendix B - Minimum Operating Standards

**WINTER HAVEN REGIONAL AIRPORT
MINIMUM INSURANCE REQUIREMENTS**

Type Operator	Comprehensive General Liability (Each Accident)	Comprehensive Vehicle Liability (Each Accident)	Hangar Keepers Liability Combined Single Limit	Aircraft Liability Combined Single Limit Bodily Injury including Passenger & Property Damage	Workers Compensation Required
FBO	3,000,000	1,000,000	1,000,000	1,000,000	Yes
Aircraft Maintenance	1,000,000	1,000,000	1,000,000	1,000,000	Yes
Aircraft Painting	1,000,000	1,000,000	1,000,000	1,000,000	Yes
Aircraft Rental & Flying Clubs	1,000,000	1,000,000	1,000,000	1,000,000	Yes
Flight Training	1,000,000	1,000,000	1,000,000	1,000,000	Yes
A/C Charter Air Taxi Air Ambulance	1,000,000	1,000,000	1,000,000	1,000,000	Yes
Avionics	1,000,000	1,000,000	1,000,000	1,000,000	Yes
Aircraft Sales	500,000	500,000	1,000,000	1,000,000	Yes
SCAOs	1,000,000	1,000,000	1,000,000	1,000,000	Yes
Non-Commercial Hangar Operators Recommended	1,000,000	1,000,000	1,000,000	1,000,000	Yes



APPLICATION FOR TRANSIENT BUSINESSES

Appendix C - Minimum Operating Standards

Airport Use Only
Date Issued:
Amount Paid:
Receipt #:
Issued By:
Approved By:

APPLICANT INFORMATION			
Name:		Name of Business:	
Address:		City:	State:
Zip Code:	Home Phone:	Cell Phone:	
Description of Proposed Business Activity:			

INSURANCE INFORMATION		
(Note: Insurance Certificate that names "City of Winter Haven" as additional insured must be attached)		
Insurance Carrier:	Policy #:	Exp. Date:

VEHICLE #1				
Model Year:	Make:	Model:	Permit #:	Access Card #:
Tag #:	State:	Color:	Notes/Vehicle #:	

VEHICLE #2				
Model Year:	Make:	Model:	Permit #:	Access Card #:
Tag #:	State:	Color:	Notes/Vehicle #:	

VEHICLE #3				
Model Year:	Make:	Model:	Permit #:	Access Card #:
Tag #:	State:	Color:	Notes/Vehicle #:	

LOCAL MANAGEMENT CONTACT INFORMATION			
Name:	Job Title:	Phone:	Email:
Name:	Job Title:	Phone:	Email:

Applicant agrees that all business activities conducted at Winter Haven Regional Airport shall be governed by the Airport Rules and Regulations / Minimum Standards for Airport Aeronautical Service and Aeronautical Activity Providers.

I hereby acknowledge receipt of the following:

- Winter Haven Regional Airport's Rules and Regulations
- Minimum Standards for Airport Aeronautical Service and Aeronautical Activity Providers.
- NOTE: Documents are available at the following website: <http://www.mywinterhaven.com/Airport/>

Signature
Date

Submit completed application to the Airport Administration Office.

Winter Haven Regional Airport

Declaration of Covenants and Restrictions for Buildings and Structures

INTRODUCTION

The City of Winter Haven (“City”) and the Winter Haven Airport Advisory Board, in order to impose a common plan of covenants and restrictions for the mutual benefit of the City of Winter Haven and present and future lessees of building sites at Winter Haven Regional Airport (“Airport”), hereby declares and provides that all building sites and buildings are subject to the following covenants, conditions and restrictions. It shall be understood that all specifications established herein shall be considered **minimum** standards to be met by all contractors, individuals, and developers interested in the construction of an Aircraft Storage Unit (hangar) or any building at the Airport. The Airport reserves the right to update or modify the Covenants as determined necessary by the City of Winter Haven.

For the purpose of this document, the **City** shall be the City of Winter Haven; the **Lessee** shall be any individual, group, business, or corporation, which desires to construct or modify an Aircraft Storage Unit or any building at the Airport.

A primary building is an aircraft hangar with use or uses as allowed in the lease. No other use of the building will be allowed without a lease amendment approved by the City. Stand-alone non-hangar buildings are not permitted within the area of the airport designated as aeronautical use, unless the intended use is for aeronautical activities or that use has been approved by the City.

No occupancy of any building shall be permitted before the building is completed and an occupancy permit issued. No building shall be used as a place of residence. No building shall be undertaken without first receiving all applicable building permits.

REQUIREMENTS

Approvals Required

No building or any improvements shall be erected, placed, or altered on any building site at Winter Haven Regional Airport until the plans for such building or improvement, including site plan, landscape plan, building plans and specifications have been approved by the City. Approval or disapproval of such plans shall be with respect to conformity with these restrictions and other applicable ordinances and requirements of the City, and with respect to harmony of external design and land use as it effects property within and adjacent to the Airport. Building plans shall be in conformance with all Florida Building Codes, City Building Ordinances or Regulations, and National Fire Prevention Association (NFPA) requirements. In cases of conflict with other City codes or regulations, the more stringent provisions shall apply unless specifically addressed within the terms of any written agreement with the City. All buildings constructed on the Airport must conform to the current Airport Layout Plan.

1. Setbacks

The City will determine setback distances for construction based on FAA regulations, Airport layout plan and other airport regulations that may be enacted from time to time. No part or portion of any building shall be erected, constructed, or extended into any setback area. No building construction equipment or materials shall be staged, placed, or operated in a manner that impedes the movement of aircraft along taxilanes or taxiways.

2. Height of Buildings

All buildings and structures shall comply with the maximum height regulation(s) identified in the current Airport Layout Plan. (These specifications are based on FAA standards for regulating airspace in the vicinity of runways.) The tallest point of a hangar, including antennas or other attachments, may not exceed the maximum structure elevation specified for a given distance from the runway.

3. Drainage

A drainage plan shall be submitted indicating flow and contours/elevations. Drainage shall not negatively impact adjacent properties and shall flow into the Airport's natural or developed drainage. The elevation of the lot shall not be changed to materially affect the surface elevation or grade of the surrounding lots. Drainage from roofs shall not create erosion or affect adjacent properties. Perimeter roof drainage with gutter and downspouts shall be required. Roof drainage and a soil erosion control plan shall be indicated on plan submittal.

4. Parking

The number, location and size of parking stalls required for the specific intended use shall be submitted with the construction plans and shall meet City code requirements. Parking shall not be established or designated along the airside of the building or along the sides of the building. All parking areas shall be setback at least 10 feet from the leases's lease lines and at least 5 feet from the closest sidewalk or building. Areas provided for parking shall be surfaced with a minimum of 2-inch bituminous or 6-inch concrete over a finished and compacted 6-inch approved material base.

5. Apron/Ramp Requirements

Apron space between the hangar and the adjacent taxilane or taxiway shall be large enough to support the proposed use and potential future uses of the hangar. The design of the apron is subject to review and approval by the City. All required apron/ramp areas shall be constructed to remain outside the taxilane or taxiway object free area. All airside leasehold pavements must be of sufficient quality and weight bearing capacity for the largest aircraft that could be hangared on the leasehold and shall be designed for a minimum 20-year life using the current FAA standards.

6. Refuse

No storage of waste, refuse, material, or equipment shall be permitted outside the building. Where necessary, dumpsters should be located at the rear of a structure/site and should be enclosed with an opaque wall. The enclosure should be constructed of a masonry building material that is the same as, or similar to, the primary structure and have gates made of metal.

7. Open Sided Structures/Portable Building

All structures shall be totally enclosed. No open sided structures shall be permitted. No portable buildings shall be permitted.

8. Alterations

No alterations to the exterior appearance of any existing building shall be made without first obtaining approval of the City.

9. Antennas/Satellite Dishes

All antennas, satellite dishes, and similar equipment, shall be indicated on plan submittals. If any such equipment is to be installed after the initial approval of Lessee's facility, Lessee shall receive the City's approval prior to installation. No equipment shall be allowed that will interfere with existing or future airport operations.

10. Walks

All pedestrian sidewalks in the hangar area shall be constructed of concrete, at least 4-inches thick and 4-foot wide. Bituminous asphalt, dirt, and gravel walks shall be prohibited.

11. Outbuildings

Outbuildings may be permitted as an ancillary to the primary building. An outbuilding must be attached or in near proximity to the primary building. Such outbuildings must be directly related to the operation of the primary building and limited to office(s), storage area, or related work area and must be located outside of any setbacks.

12. Utilities

Extension of Utilities to the proposed facilities shall be the financial responsibility of the Lessee. All plan submittals shall include sufficient detailed information on all utility designs and design loads, and work shall not be permitted until approved by the City. Submittal shall indicate above ground utilities such as, but not limited to, condensers and transformers. Sewer, gas, water, electric, and communication utilities shall be located underground. The Lessee shall be responsible to restore all disturbed areas including pavement and grass areas. All above ground utilities shall be screened.

13. Sign Standards

A single sign, which is limited in content to the name, address and occupation of the owner or occupant of the premises, and which does not exceed 2 S.F. in area, may be displayed in the vicinity of a bi-fold door on the front of a hangar building. In the case of a multiple unit building, one such sign is permitted for each unit. At a minimum, each hangar unit must display the building address assigned by the City. The City will consider additional signage requests, but freestanding signs will not be allowed.

All signs must adhere to the requirements specified in the City's Sign Code. All hangar sign plans shall be submitted to the City for review and approval prior to construction or installation. The City shall also

review and approve sign requests regarding Airport operational considerations upon consultation with the airport manager. The City may require additional addressing to be displayed if required by emergency service providers.

14. Building Plans

The drawings furnished to the City are to indicate the intent of the Lessee as to the type of building construction desired, the dimensions shown on floor plan drawings and the height dimension shown on the drawings shall not be changed without the written approval of the City. Drawing shall include an architectural view of all four sides of building. The City must review a complete set of plans and specifications before approval is granted. The submittal must bear the seal of a Professional Engineer or Architect, registered in the State of Florida, thereby certifying that the structural design of the building meets all the requirements of the current Florida Building Codes.

Combinations of architectural design treatments, additional landscaping, and trees should be provided.

15. Hangar Doors

Hangar doors shall be bi-fold, hydraulic single swing, track mounted, or accordion style doors. Hangar door clear opening shall be equal to or greater than 80% of the width of the side of the hangar where the door is located (I.E. building width of 100 feet, hangar door clear opening shall be a minimum of 80 feet). Hangar door height shall be:

For a hangar door width of:

- Less than 40 feet, minimum door height shall be 14 feet
- 40 feet up to 50 feet, minimum door height shall be 16 feet
- 50 feet up to 60 feet, minimum door height shall be 20 feet
- 60 feet up to 70 feet, minimum door height shall be 24 feet
- 70 feet up to 80 feet, minimum door height shall be 26 feet
- greater than 80 feet, minimum door height shall be 28 feet

All hangar doors shall be installed in such a manner as to not obstruct the movement of any aircraft on an adjacent taxiway or taxilane or of another airport tenant outside the leased premises.

16. Exterior Materials

The front, rear, and sides of all buildings shall be faced with materials approved by the City. Building facades for building fronts shall include architectural treatments of glass and brick, stone, or architectural block (combining these finishes is allowed and encouraged). At a minimum 10% of the building must be made of one or more of these building materials. Specifically, the front of the building and any side within line of sight of any public road must be partially made of one or more of these building materials.

The front, rear, and sides of all buildings shall be of similar design and aesthetic, however, facades of a primary customer storefront located within a multi-tenant building shall be of a distinct architectural identity.

The City shall approve building colors. All building colors shall be consistent with the Airport Terminal Building. Color sample(s) shall be provided with hangar plan submittals.

A model hangar facility that meets the requirements of these covenants is shown below.



17. Roofs

Roofs shall be metal. All hangars shall have gable roofs to achieve a uniform appearance from the Airport Access Road. Roof pitches shall have a 3:12 slope (rise-run) for building less than 50 feet in width and a minimum of 2:12 slope (rise-run) for building of greater than 50 feet in width. Side and rear finished overhangs shall be a minimum of 12” and front finished overhangs shall be a minimum of 24”. Perimeter roof drainage with gutter and downspouts shall be required.

18. Building Pad Requirements

Floor pad thickness and weight bearing capacity shall be indicated on submitted plans. The floor pad shall be designed to accommodate the largest aircraft that could feasibly fit within the hangar. All floor pads shall be of a minimum of four-inch poured concrete, shall be sealed with Ashford Formula or an approved equivalent sealer, and conform to the City’s standard specifications. All floor pads shall provide positive drainage out of the hangar toward the adjacent apron.

19. Bathrooms

At least one (1) bathroom facility is required for any stand-alone commercial use hangar or building. The bathroom must be constructed to meet ADA requirements. For non-commercial use hangars, any facility that will have more than 12 t-hangars or be larger than 12,000 square feet and does not have access to a public use restroom within 300 feet shall have a bathroom.

20. Lighting

Exterior lighting, if present, shall be located on building and shall illuminate the building exterior sufficient for safety and security. Cut-off type fixtures shall be used to prevent disturbance of airport operations. All lighting shall be high-pressure sodium or light-emitting diode (LED) and shall not create a vision hazard to aircraft movement or persons on foot. Light fixtures that face a taxiway shall not exceed 0.5 foot-candles at the edge of the taxiway. Plan submittal shall include exterior lighting information including location. All other lighting shall conform to City ordinance and the City's specifications and standards for off-street parking areas.

21. Security

Any hangar or building abutting or a part of the Airport Operation Area (AOA) is also considered part of the security fence system. Such hangar or building shall provide the only entrance to the airside operations area unless approved by the City. In addition, lessee shall provide a chain link fence without gates separating the airside and the landside with not less than 6 feet chain link with 3 strand barbed wire on top between buildings to the property line to establish a security perimeter. If landscape screening is provided, it shall be located on the landside and no closer than 6 feet from the fence and maintained in a manner to preclude overgrowth onto the security fence.

22. Mechanicals and Equipment

All mechanical, HVAC, and like systems shall be screened from all street, driveway, and pedestrian level views. Roof lines shall be designed to screen such equipment located atop buildings, and an opaque wall or fence of masonry, brick, split-faced block, rock, etc. shall provide adequate screening for ground-based equipment.

23. Compliance with Building Codes

The building codes and restrictions for buildings and structures at the Airport shall run with the land and be binding to all parties and all persons on Airport property.

Those procedures and processes shall describe the enforcement of the building codes and restrictions contained herein in the lease agreement between Lessee and the City.

All buildings constructed, erected, or placed upon any lot within the borders of the Airport shall conform to all government zoning and use requirements.

All Building and structures shall comply with all current federal, state and local requirements.

24. Invalidation

Invalidation of any one of these covenants, codes, or restrictions contained within this document, by judgment or court order, shall in no way affect any other provisions herein, which shall remain in full force and effect.

25. Variances

The City shall consider and may grant a variance to these covenants, conditions, and restrictions. Request for variance must include a full explanation why these codes or requirements cannot be fully met.