MADISON MUNICIPAL AIRPORT BOARD
AGENDA
September 19, 2023
6:00pm - Airport Lobby - 1600 Airport Drive

Call to Order

Approve August 15, 2023 Minutes

Approve September 19, 2023 Agenda

Appearances/Acknowledgements/Correspondence
1) Acknowledge KLJ Status Report – August 2023

Unfinished Business

New Business
1) Discussion on Refunding Fees for Ag Companies
   Refund Request by Dakota Pro Air
2) Discussion on Minimum Standards for Ag Operators
   Ex: Pompano Beach Air Park
3) Discussion on Chemical Delivery
4) Discussion on Airport Board Member Requirements
5) Ratify Bills – August 16, August 30, September 6

Public Comment

Announcements
1) Next Meeting – October 17, 2023

Adjourn

If special accommodations are necessary to attend any Madison Municipal Airport Board meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

MADISON MUNICIPAL AIRPORT BOARD
MINUTES
August 15, 2023
6:00pm - Airport Lobby - 1600 Airport Drive

Call to Order –18:00 hrs
Roll Call – Present:
Absent:
Guests:

Approve July 18, 2023 Minutes: Motion by Ken to correct July 18 minutes as noted, 2nd by Tim; Motion carried.

- **Correct May 16, 2023 Minutes:** Motion to approve by Dave.
- **Correct July 18, 2023 Agenda:** Motion to approve by Roy, 2nd by Tim.

Approve August 15, 2023 Agenda: Motion to approve by Tim, 2nd by Dave; Motion carried.

Appearances/Acknowledgements/Correspondence
1) Acknowledge KLJ Status Report – July 2023: Ken reviewed the KLJ report with the board; no action required by the board.

Unfinished Business

New Business
1) Approve Sale of Hangar 37 from Brian Kern, Makenda LLC, to Matthew W Knuth: Motion to approve this sale by Tim, 2nd by Dave; Motion carried.
2**) Discussion on Filling Board Vacancy – Term Expires May 2025:** The board will put out feelers to find a new board member to fill the vacancy. Ken will remain on the board. Questions were asked concerning the requirement for board members to be a citizen of the city. Is this a city ordinance or a state law requirement?
3) Ratify Bills – July 19, July 26, August 2, August 9: Motion to approve the bills as presented by Dave, 2nd by Tim; Motion carried.

Public Comment

Announcements
1) Next Meeting – September 19, 2023

Adjourn: Motion to adjourn by Ken 18:16 hrs.

If special accommodations are necessary to attend any Madison Municipal Airport Board meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

Airport Project Status Report

August 31, 2023

Madison Municipal Airport

CLIENT CONTACT PERSONS AND ADDRESSES

Morris Riggin, Airport Manager
1600 Airport Drive
Madison, SD 57042
Riggin-Flight-Service@hotmail.com

Ryan Hegg, Director of Engineering and Community Development
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Madison, SD 57042
Ryan.Hegg@cityofmadisonsd.com

WORK IN PROGRESS

Hangar Taxilanes, Parking Lot and Access Road - Design
KLJ #2205-00411 AIP #3-46-0029-023-2022
The City opened bids on March 10. Four bids were opened with the low bidder being Asphalt Surfacing Company (ASCO) from Sioux Falls, SD. The City awarded the project to ASCO. KLJ submitted the drafted closeout report to City of Madison August 22, 2023, for review.

KLJ will submit the closeout report to the FAA after the City of Madison submits to SDDOT the initial/1st grant reimbursement for project costs. Once initial project reimbursement is processed, then KLJ will finish the draft closeout report and submit the FAA for closeout review and approval of final payment to the City of Madison.

Reconstruct Hangar Taxilanes, Airport Drive and Parking Lot - Construction
KLJ #2305-00269 AIP #3-46-0029-024-2023 and BIL-AIG #3-46-0029-025-2023
KLJ submitted the FAA Grant Applications for both AIP and BIL-AIG grants in March. The FAA issued two grants to the Sponsor: the first grant was BIL-AIG #25 signed May 4, 2023, and the second grant was AIP #24 signed May 17, 2023. The Preconstruction Meeting was held on June 16, 2023. The Contractor, ASCO, submitted the construction schedule to KLJ and it was shared with the airport, which shows late October completion date. Construction started on Monday, July 31st, for Phase 1, hangar taxilanes. The asphalt paving on Phase 1 was completed on August 31st and September 1st. Phase 3, Airport Drive and parking lot construction will start on September 6th, with closure of the parking lot lasting until October 23rd, according to contractor's schedule.

OTHER ITEMS

- None.

ITEMS REQUIRING ACTION BY CITY/AIRPORT

- Submit 1st grant reimbursement to SDDOT by sending project invoices for AIP #3-46-0029-023-2022 design work.

ITEMS REQUIRING ACTION BY FAA

- Once closeout report submitted for AIP #3-46-0029-023-2022, review the closeout report.

Reported by: Aaron Storm, KLJ Engineering
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MINIMUM STANDARDS

FOR

COMMERCIAL AERONAUTICAL ACTIVITIES AT THE

POMPANO BEACH AIR PARK

pompano beach
Florida's Warmest Welcome

REVISED MARCH 2014

BY

CITY OF POMPANO BEACH

CITY COMMISSION

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DEFINITIONS

For purposes of the Air Park Minimum Standards, the following terms shall have the following meanings:

1. **Aeronautical Activity (or "Aeronautical Activities")** means any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations. Pilot training, Aircraft rental, sightseeing, aerial surveying, air carrier operation (airline passenger and air cargo), Aircraft sales and service, sale of aviation fuel and oil whether or not conducted in conjunction with other included activities, repair and maintenance of Aircraft, sale of Aircraft parts, and any other activities which, in the sole judgment of the City, because of their direct relationship to the operation of Aircraft or the Air Park, can appropriately be regarded as an Aeronautical Activity. For purposes of the Minimum Standards, all products and services described herein are deemed to be Aeronautical Activities.

2. **Agreement** means a written contract between the City of Pompano Beach and an Entity granting a concession, transferring rights or interest in property, or otherwise authorizing the conduct of certain activities at the Air Park which is in writing, executed by both parties, and enforceable by law.

3. **Aircraft** means any contrivance, now known or hereafter designed, invented, or used for powered or non-powered flight in the air.

4. **Aircraft Maintenance** means the repair, maintenance, adjustment, or inspection of Aircraft. Major repairs include major alterations to the airframe, powerplant, and propeller as defined in 14 C.F.R. Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined by 14 C.F.R. Part 43. Aircraft Maintenance may also be provided as defined in 14 C.F.R. Part 145.

5. **Air Park** means the Pompano Beach Airpark located at 1001 NE 10th Street, Pompano Beach, Florida.

6. **Avgas** means aviation gasoline, 100LL or equivalent, for use in piston aircraft.

7. **Certificate of Insurance** means a certificate provided by and executed by a Commercial Aeronautical Operator's insurance company evidencing the insurance coverage types and limits of the Operator.

8. **Commercial Aeronautical Activity** means any Aeronautical Activity conducted at or out of the Air Park by any Entity involving:

    1. The exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Air Park.

    2. Engaging in an activity on the Air Park for the purpose of securing revenue, earnings, income, and/or compensation, whether or not such revenue, earnings, income, and/or compensation are ultimately exchanged, obtained, or transferred.

    3. The offering or exchange of any product, service, or facility on the Air Park as a part of other revenue, earnings, income, and/or compensation producing activity on or off the Air Park.

9. **Commercial Aeronautical Operator** means an Entity engaging in a Commercial Aeronautical Activity.

10. **Employee(s)** means any individual employed by an Entity or employment agency whereby said Entity or employment agency collects and pays all associated taxes on behalf of employee (i.e. social security and medicare).

11. **Entity (or "Entities")** means a person, persons, firm, partnership, limited liability partnership or corporation; agency; unincorporated proprietorship; association or group, or corporation.

12. **Fuel** means any substance (solid, liquid, or gaseous) used to operate any engine in aircraft or vehicles.

13. **Fuel Flowage Fee** means a fee due and payable to the City for fuel that is brought on, delivered to, or dispensed on the Air Park or City property within the Air Park boundaries. This fee is applicable to all FBOs and self-fuelers.

14. **Helicopter** means a rotorcraft that, for its horizontal motion, depends principally on its engine driven rotors.

15. **Jet Fuel** means fuel commonly utilized in turboprop and turbojet aircraft.

16. **Lease** means an Agreement between the City and a Commercial Aeronautical Operator which authorizes the use of land or building space at the Air Park to conduct Commercial Aeronautical Activities. A Lease is written and enforceable by law.

17. **Leased Premises** means the land and/or improvements leased by a Commercial Aeronautical Operator for the conduct of Operator's activities.

18. **Lessee** means an entity that has entered into an agreement with the City to occupy, use, and/or develop land and/or improvements and engage in aeronautical activities.

19. **Minimum Standards** means those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Commercial Aeronautical Activities at the Air Park.

20. **Rules and Regulations** means the Air Park Rules and Regulations, as may be adopted and amended from time to time, or any successor ordinance, rule, or regulation adopted by the Pompano Beach City Commission governing use of the Air Park.

21. **Self-Servicing** means the right to tie down, adjust, repair, refuel, clean and otherwise service an aircraft that an Entity owns, has under its exclusive use and operational control pursuant to a long-term lease or other agreement, or is under its care, custody and control during aircraft manufacturing or repair.

22. **Sublease** means an agreement entered into by a lessee under a Lease with another entity transferring rights or interests in property and/or facilities and enforceable by law.

SECTION A. INTRODUCTION

I. Authority and Purpose

1. In accordance with Florida law, the City of Pompano Beach's maintenance and operation of the Pompano Beach Air Park is a public, governmental and municipal function, exercised for a public purpose, and a matter of public necessity. The City is authorized to adopt and amend all needful rules, regulations and ordinances for the management, government and use of the Air Park.

2. The City has adopted the Minimum Standards for the following purposes: to promote safety in all Air Park activities, maintain a higher quality of service for Air Park users, protect Air Park users from unlicensed and unauthorized products and services, enhance the availability of adequate services for all Air Park users, promote the orderly development of Air Park land, provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not, and prevent disputes between Commercial Aeronautical Operators.

II. Statement of Policy

1. The Minimum Standards set forth the conditions that must be satisfied in exchange for the privilege of conducting Commercial Aeronautical Activities at the Air Park.

2. No Entity shall be permitted to engage in Commercial Aeronautical Activities at the Air Park without (i) an Agreement with the City setting forth the terms by which the Entity will conduct the Commercial Aeronautical Activity, and (ii) demonstration of ability and intention to satisfy the Minimum Standards throughout the term of the Agreement.

3. The standards and requirements of the Minimum Standards are minimums and may be exceeded. The conduct of Aeronautical Activities at the Air Park may be limited or restricted by, for example and without limitation, Air Park Rules and Regulations, City ordinance, an Agreement, or federal or state law or regulation.

4. The grant of a privilege to conduct Commercial Aeronautical Activities at the Air Park by an Agreement shall not be considered in any manner as affording the Commercial Aeronautical Operator an exclusive right to conduct an Aeronautical Activity at the Air Park, other than the use of premises which may be leased or subleased exclusively to it, and then only to the extent provided in an Agreement.

5. The City has determined that "through-the-fence" operations by aircraft have the potential to derogate safety and the efficient use and operation of the Air Park. The City will not authorize an Entity to conduct a Commercial Aeronautical Activity requiring or involving the taxiing of aircraft between the Air Park and adjacent property.

6. The City has delegated responsibility for the administration of the Minimum Standards to the Air Park Manager. The Air Park Manager is authorized to provide written and verbal interpretations of the Minimum Standards and to issue directives as needed to implement the Minimum Standards. All documents and notices required to be submitted hereunder shall be provided to the Air Park Manager.

7. The City intends for all Commercial Aeronautical Operators to lease space at the Air Park in the minimum area prescribed by the Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment in the Air Park and in their business operation as their competitors. Nevertheless, the City recognizes that there may be limited instances in which a Commercial Aeronautical

Activity may be performed by an Entity that does not lease space at the Air Park. Specifically, an Entity may be permitted to provide products and services at the Air Park upon demonstrating, to the satisfaction of the Air Park Manager, that no Commercial Aeronautical Operator leasing space at the Air Park has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service. The Air Park Manager may approve a request from an Entity meeting these conditions provided that (i) the Entity enters into an Agreement with the City identifying the Commercial Aeronautical Activity that may be performed and the rates and charges assessed for the privilege of conducting the Commercial Aeronautical Activity, and (ii) the Entity satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity authorized by an Agreement.

III. Application of Minimum Standards

1. The Minimum Standards shall apply to any Entity proposing to conduct a Commercial Aeronautical Activity at the Air Park. Commercial Aeronautical Operators subject to the Minimum Standards include Fixed Base Operators (FBOs) and Specialized Aviation Service Operators (SASOs).

2. The Minimum Standards shall apply to the City in any instance in which the City is conducting a Commercial Aeronautical Activity at the Air Park.

3. The Minimum Standards shall not apply to: (i) an air charter or air taxi operator accessing the Air Park for the limited purpose of picking up or dropping off passengers in an aircraft that is not based at the Air Park, (ii) a flight instructor accessing the Air Park for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an aircraft that is not based at the Air Park, and (iii) an aircraft manufacturer providing parts and services at the specific request of an aircraft owner or operator pursuant to a "rapid response" or similar program. An Entity performing one of the foregoing activities is not a Commercial Aeronautical Operator for purposes of the Minimum Standards.

4. The Minimum Standards shall not apply to non-commercial Aeronautical Activities, including, for example, and without limitation: non-commercial hangar storage, flying clubs, and co-ops. Non-commercial Aeronautical Activities may be subject to Rules and Regulations and the terms of an Agreement.

5. The Minimum Standards shall not apply to Self-Servicing. Self-Servicing, including self-fueling, may occur only in designated areas of the Air Park in conformance with Rules and Regulations and the terms of a permit, license or other Agreement.

IV. Effectiveness and Amendment

1. The Minimum Standards shall be effective upon enactment and shall apply to (i) any new Agreement to conduct a Commercial Aeronautical Activity at the Air Park; and (ii) any existing Agreement and any amendment to an existing Agreement, to the fullest extent permissible and in the manner provided under any such Agreement. An Entity may request an advisory opinion from the Air Park Manager as to the application of the Minimum Standards to the Entity.

2. The City may amend the Minimum Standards to further promote and advance the purposes and policies set forth herein.

3. Upon the expiration of an Agreement authorizing a Commercial Aeronautical Activity, the party to the Agreement may seek an extension or renewal of the Agreement in accordance with the procedural and substantive requirements of the Minimum Standards

then in effect. Nothing herein shall be construed to convey the right to continue to conduct a Commercial Aeronautical Activity beyond the term of an Agreement.

V. Enforcement

1. The City reserves the right to decline to execute an Agreement with any Entity wishing to conduct a Commercial Aeronautical Activity at the Air Park if the City determines that the Entity refuses or is unable to comply with the Minimum Standards throughout the term of the Agreement.

2. The principal means of enforcing the Minimum Standards will be through an Agreement providing for the lease of Air Park property or otherwise authorizing an Entity to conduct a Commercial Aeronautical Activity. Each Agreement shall be made subject to the Minimum Standards.

VI. Waivers and Variances

1. The Air Park Manager may waive all or any portion of the Minimum Standards for the benefit of any government or government agency performing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention and firefighting.

2. The Air Park Manager may approve a temporary waiver of the Minimum Standards upon finding that each of the following conditions is satisfied: (i) the Commercial Aeronautical Operator seeking the waiver will be the only Operator on the Air Park to provide a specific product, service, or facility as of the effective date of the Agreement; (ii) the Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule; (iii) the schedule is enforceable by the City; (iv) the temporary waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Air Park; and (v) the Air Park Manager finds that the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Air Park users.

3. The Air Park Manager may approve a temporary variance of the Minimum Standards upon finding that each of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome; (ii) the temporary variance is narrowly tailored to address the special condition or unique circumstance; (iii) the Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule; (iv) the schedule is enforceable by the City; (v) the temporary variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Air Park, and (vi) the Air Park Manager finds that the temporary variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Air Park users.

4. Prior to issuing a decision on a temporary waiver or variance, the Air Park Manager shall provide written notice to all other Commercial Aeronautical Operators at the Air Park and request comment on the request and its potential effects on the competitive relationship among Operators at the Air Park.

5. Any temporary waiver or temporary variance approved by the Air Park Manager hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards.

6. The City shall not grant itself a waiver or variance from applicable requirements of the Minimum Standards in the event the City conducts a Commercial Aeronautical Activity at the Air Park.

VII. Reservation of Rights

1. The City reserves the right to permit others to conduct Aeronautical Activities at the Air Park, pursuant to applicable federal, state and local laws, ordinances, regulations, codes, grant assurances, Minimum Standards and other requirements pertaining to such Aeronautical Activities.

2. The City reserves the right to plan and develop the Air Park in the best interest of the City and Air Park tenants and users. The City may designate specific areas of the Air Park in which specific Commercial Aeronautical Activities may be conducted. The City may change these designations from time to time, and may relocate Commercial Aeronautical Operators or decline to extend or renew an Agreement because of a change in designation. Relocation of existing tenants shall be subject to and conducted in the manner provided in an Agreement, by mutual agreement, or by exercise of eminent domain by the City.

3. The City reserves the right to adopt fees and charges to be assessed against Commercial Aeronautical Operators for use of Air Park property and the privilege of conducting a Commercial Aeronautical Activity at the Air Park. The City may increase rates and charges and assess additional rates and charges from time to time, but no more than once in any rolling twelve month period. The rates and charges, and any increases thereto, will be assessed against all Commercial Aeronautical Operators except as may be provided for in an Agreement.

4. The City reserves the right to develop and use standard form Agreements for Commercial Aeronautical Activities and to amend its standard form Agreements from time to time. No Entity shall be entitled to enter an Agreement with the City on precisely the same terms as an existing Commercial Aeronautical Operator at the Air Park.

5. The City reserves the right to inspect facilities used for Commercial Aeronautical Activities and to audit records of Commercial Aeronautical Operators in order to ensure compliance with the Minimum Standards.

6. The City reserves the right to install security devices on the Air Park, including public access areas of any Leased Premises, as may be deemed necessary by the Air Park Manager.

7. The City reserves the right to engage in any and all Commercial Aeronautical Activities at the Air Park, either in competition with private entities or by exercise of a “proprietary exclusive right.”

SECTION B. LEASING AIR PARK PROPERTY

I. Leasing Policy

1. The City intends to extend the opportunity to conduct Commercial Aeronautical Activities to an Entity meeting the Minimum Standards, subject to the availability of suitable space, as identified by the City, to conduct such activities. The Airport Layout Plan and Master Plan provide the principal bases for determining whether suitable space is available.

2. The City intends to provide competitive opportunities to lease Air Park property for Commercial Aeronautical Activities, including (i) vacant property designated for

Aeronautical Activities, and (ii) developed property upon the expiration of an Agreement. The City's standard practice is to initiate a procurement action in accordance with the City Code upon receipt of an expression of interest to lease or re-lease property for a Commercial Aeronautical Activity. The City reserves the right to lease property on a first-come-first-served basis if determined to be in the best interests of the City and the Air Park. The City further reserves the right to review and approve any proposed assignment of an Agreement for a Commercial Aeronautical Activity without initiating a procurement process.

3. An Entity wishing to lease property at the Air Park for a Commercial Aeronautical Activity must submit sufficient information to demonstrate a present intention and capacity to conduct the proposed Commercial Aeronautical Activity. Information that may aid in this demonstration includes:

   i. The legal name of the entity and its business name (if different).

   ii. The name, address, and telephone number of the entity and primary contact person.

   iii. Identification of the land proposed to be leased.

   iv. A description of intended capital improvements.

   v. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tiedowns, and vehicle parking areas.

   vi. A specific, detailed description of the scope of the intended Commercial Aeronautical Activity, and the means and methods to be employed to accomplish the contemplated activity.

   vii. A description of past experience in conducting the proposed Commercial Aeronautical Activity.

   viii. A narrative description of the business opportunity, including a market analysis, if available.

   ix. Evidence of financial capability.

4. The City may reject an expression of interest and refuse to initiate a procurement process if the applicant has failed to demonstrate an intention and capacity to conduct the proposed Commercial Aeronautical Activity. Grounds for rejection include, without limitation:

   i. The Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein.

   ii. No appropriate, adequate, or available space exist at the Air Park to accommodate the proposed operation of the applicant at the time of the application, nor is such contemplated within a reasonable time frame.

   iii. The proposed operation, development, and/or construction does not comply with the Master Plan and/or Airport Layout Plan of the Air Park in effect at that time, or anticipated to be in effect within the time frame proposed by the applicant.

   iv. The applicant has either intentionally or unintentionally misrepresented or omitted material facts in the application or in supporting documents.

v. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of another Agreement with the City.

vi. The applicant does not, in the sole discretion of the City, exhibit adequate financial responsibility or capability to undertake the proposed operation and activities.

II. Lease Terms

1. The City will confer the right of exclusive possession of a portion of the Air Park to conduct a Commercial Aeronautical Activity by means of a Lease. Leases shall be for a definite period of time and shall not be effective unless and until approved by the City Commission and signed by an officer of the City designated by Charter.

2. The City will lease only as much property as is necessary to enable a tenant to satisfy the Minimum Standards and to accommodate demonstrated and reasonable future needs, in addition to any other contiguous Air Park property that would be rendered commercially unmarketable by virtue of its size, access, configuration or other conditions.

3. Leases exceeding five (5) year terms shall provide for escalation of rent, which may include re-appraisal.

4. The City will offer a term up to thirty (30) years to a Fixed Base Operator committing to make a minimum investment of $3,000,000 in a new FBO facility. The City may elect in its sole discretion to offer option terms in addition to the base term, based upon the Operator's capital investment and consistent with Florida law. In no event shall the sum of the base term and options exceed fifty (50) years.

5. At the expiration of each Lease, the City maintains the option of receiving ownership of all leasehold improvements constructed on the property during the term of the Lease. Alternatively, the City has the option of requiring the tenant to remove any and/or all improvements at the tenant's cost.

6. Leases requiring an FBO to construct building(s) and/or other capital improvements shall specify the dollar amount to be expended by the FBO for such building(s) and/or capital improvements. The City shall have the option to permit the tenant to expend not less than fifty (50) percent of such dollar amount during the first two (2) years of the lease, with the remainder of such amount to be expended during the second two (2) years of the lease.

7. Each Lease shall provide for the tenant's expenditure of funds for the maintenance, repair and improvement of buildings, structures and facilities on the Leased Premises, the specific amount of which shall be as specified in the lease and calculated so as to ensure that the buildings, structures and facilities shall remain in good condition throughout the lease term.

8. No Tenant shall be entitled a Lease extension or amendment based solely on a commitment to undertake capital improvements on the Leased Premises.

III. Subcontracting, Subleasing and Assignment

1. The Minimum Standards permit Commercial Aeronautical Operators to sublease or subcontract to another Entity to conduct certain Commercial Aeronautical Activities. In such event, the sublessee or subcontractor shall be responsible for complying with all applicable Minimum Standards; provided, however, that the Commercial Aeronautical Operator shall remain liable to the City for compliance with the Minimum Standards and the terms of an Agreement.

2. Each Agreement shall require the City's consent to, at a minimum, any sublease of the entire Leased Premises or assignment of the Agreement. Prior to granting its consent, the City may require the tenant or prospective subtenant or assignee to complete a request or submit the information prescribed in Section B(I)(3) hereof. The City may reject the request to sublease or assign based on the factors enumerated in Section B(I)(4) hereof. This requirement of City consent shall not apply to the collateral assignment of an Agreement to a lender, which shall be conducted in the manner prescribed in the Agreement.

SECTION C. GENERAL REQUIREMENTS

I. FBOs and SASOs

1. The City's policy is to require the bundling of Commercial Aeronautical Activities in exchange for the privilege of conducting commercial fuel sales. As used herein, a Fixed Base Operator or FBO shall mean an Entity providing the required services, products and facilities set forth below. No Entity shall have the privilege of conducting attended or unattended commercial fuel sales without providing all of the required services, products and facilities set forth below for an FBO.

2. An Entity authorized to conduct commercial fuel sales at the Air Park on the date of adoption of the Minimum Standard shall not be required to change its fueling operations or facilities or provide additional required services, products and facilities set forth below not required by a prior version of the Air Park Minimum Standards or an Agreement. The City's policy and intention is to require the bundling of Commercial Aeronautical Activities to any new Agreement.

3. An Entity can provide one or more services, products and facilities at the Air Park, other than commercial aircraft fueling, in accordance with the Minimum Standards set forth herein. Each such Entity is known as a Specialized Aviation Service Operator or SASO. In light of the frequency of occurrence of Commercial Aeronautical Activities at the Air Park and comparable airports, the City has developed minimum standards for the following types of SASOs: flight training and rental; air charter, air taxi and air ambulance; aircraft sales; aircraft maintenance and repair; and aircraft storage.

4. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Air Park that is not expressly addressed in the Minimum Standards without the City's written approval. In reviewing a request, the City will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the consistency of the Aeronautical Activity with then-existing Air Park operations and activities. The City further may request review by the Federal Aviation Administration to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Air Park. The City may decide, in its sole discretion, to amend the Minimum Standards prior to executing an Agreement authorizing a new Commercial Aeronautical Activity.

5. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Air Park in support of an Aeronautical Activity that is prohibited by the Federal Aviation Administration or a City ordinance, rule or directive.

6. Because the City does not maintain an Airport Operating Certificate for the Air Park in accordance with 14 CFR Part 139, no air carrier shall conduct scheduled passenger service operations at the Air Park.

7. An Entity engaging in a Commercial Aeronautical Activity at the Air Park must comply with the General Requirements of this section plus the Minimum Standards for each

specific Commercial Aeronautical Activity. The specific Minimum Standards for FBOs are set forth in Section D hereof. The specific Minimum Standards for SASOs are set forth in **Appendix A**.

8. Unless otherwise provided herein, each FBO or SASO shall provide its own buildings, personnel and equipment.

9. Any FBO or SASO desiring to extend its operations into more than one category or to discontinue operations in a category, shall first apply in writing to the Airport Advisory Board for permission to do so, setting forth in detail the reasons and conditions for the request. The Airport Advisory Board shall thereupon make its recommendation on such request to the City Commission, who shall then grant or deny the request on such terms and conditions as the City Commission deems to be prudent and proper under the circumstances.

10. The Minimum Standards are intended to be additive, except where otherwise provided herein, such as, for example, and without limitation, optional services by FBOs. A SASO may be required to satisfy multiple requirements hereunder to perform multiple Commercial Aeronautical Activities.

11. In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. The Air Park Manager may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Air Park Manager finds that each of the following conditions is satisfied: (i) the off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Air Park users in keeping with the policies hereof; and (ii) the off-set will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Air Park. An off-set granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section A(VI).

12. Aircraft manufacturing may involve multiple Commercial Aeronautical Activities. Each aircraft manufacturer subject to the Minimum Standards shall comply, at a minimum, with the requirements herein for Aircraft Sales. The conduct of ancillary services, such as warranty work on aircraft sold by the manufacturer, shall not, standing alone, trigger the obligation to comply with the requirements for Aircraft Airframe, Powerplant (Engine) and Propeller Maintenance.

II. Performance Standards

1. Commercial Aeronautical Operators are to provide high quality customer service by meeting or exceeding, Air Park customer needs through consistent, responsive, and professional service.

2. Commercial Aeronautical Operators are to employ the necessary number of trained staff, management and supervisors to provide for the efficient, safe and orderly operations of its business.

3. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Air Park customers, tenants or other Operators.

4. All personnel employed by a Commercial Aeronautical Operator to perform aeronautical activities on the Air Park are required to be appropriately dressed and identifiable while

on duty and to wear a City-issued airport security badge, as may be required by the City or by regulation or directive of the Transportation Security Administration. The business name shall be included in the means of identification on each person whose job responsibilities include regular interaction with Air Park customers.

III. Compliance with Federal, State and Local Requirements

1. Commercial Aeronautical Operators are to comply with all federal, state and local requirements applicable to their operations.

2. Commercial Aeronautical Operators are to conduct all activities so as to allow the City to remain in compliance with all federal and state statutes, regulations, orders, policies, and grant assurances applicable to the City in the operation, maintenance, and development of the Air Park.

3. Commercial Aeronautical Operators are to comply with the rules imposed by the City applicable to conduct on the Air Park, whether codified in the Pompano Beach Municipal Code, Rules and Regulations, or another document.

4. Without limitation of the foregoing, Commercial Aeronautical Operators are to comply with the following requirements:

   i. Security. Commercial Aeronautical Operators are to comply with the laws, regulations, orders and directives of the Transportation Security Administration, as each may be amended; instructions of law enforcement personnel; and the security-related policies, orders and directives of the City.

   ii. Safety. Commercial Aeronautical Operators are to comply with federal, state and local law applicable to workplace and aviation safety; and the orders and directives of the Air Park Manager in furtherance of a Safety Management System or similar or related program at the Air Park designed and intended to enhance safety.

   iii. Environmental. Commercial Aeronautical Operators are to comply with all applicable federal, state and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Air Park; City environmental policies and procedures, including, for example, and without limitation, a storm water management plan and spill prevention control and countermeasures plan; and generally accepted industry environmental policies and standards.

IV. Licenses, Permits, and Certifications

1. Commercial Aeronautical Operators shall obtain and comply with, at their sole expense, all necessary licenses, permits and certificates required for the conduct of Operator's activities at the Air Park as required by the Federal Aviation Administration, the State of Florida, the City or any other duly authorized governmental agency having jurisdiction.

2. Commercial Aeronautical Operators shall display each such license, permit or certificate within a public access area of Operator's Leased Premises, if required to be displayed by law, or provide a copy to the Air Park Manager.

3. Commercial Aeronautical Operators shall not engage in any activities at the Air Park prior to obtaining any certification required by the FAA.

4. Commercial Aeronautical Operators shall not engage in any business or activity upon the Air Park other than those authorized by the City.

V. Construction

1. Commercial Aeronautical Operators are to comply with the requirements of this subsection for the construction, expansion, rehabilitation or removal of all structures, improvements, taxiways, or aprons on the Air Park.

2. Plans and construction must be consistent with the Air Park Master Plan, Airport Layout Plan, and the Minimum Standards, as each may be amended.

3. Plans and construction must comply with applicable FAA design standards, National Fire Protection Code, City and State Fire Code, and City Building Code, as each may be amended.

4. Required notices submitted pursuant to FAR Part 77, Objects Affecting Navigable Airspace, must be submitted through the Air Park Manager.

5. No structure may be constructed on the Air Park that the FAA has determined would constitute an obstruction or hazard to air navigation.

6. All facilities must be of permanent construction.

7. All public accommodations must be properly heated, ventilated, cooled and lighted and shall include restrooms; sufficient on-site customer and employee ground vehicle parking spaces; and handicap access in accordance with applicable federal, state and local laws, rules, and regulations.

8. Detailed plans and specifications must be reviewed and approved in writing by the Air Park Manager or his/her designee before construction can begin.

9. Operators shall deliver to the Air Park Manager “as built” plans upon completion of construction.

VI. Signage

1. Each building, vehicle, and piece of mobile or vehicular equipment, used on the Air Park in conjunction with a Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator’s identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned.

2. Identification shall be legible on a contrasting background and shall be visibly displayed.

3. All Commercial Aeronautical Operator identification shall be professionally designed and affixed to vehicles.

4. All signs shall conform to any City sign ordinance or similar requirement.

VII. Vehicles and Equipment

1. The specific equipment requirements contained in the Minimum Standards shall be deemed satisfied if the Commercial Aeronautical Operator owns, leases or otherwise has sufficient access to the equipment to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on aircraft at the Air Park.

2. Equipment must be maintained in operating condition and good appearance.

3. All vehicles operating at the Air Park shall comply with applicable rules and regulations governing vehicles and traffic and have required permits and registrations, including permits for operation in the Air Operations Area.

VIII. Products and Services

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

2. The City reserves the right to review and approve the prices charged by Commercial Aeronautical Operators and to impose a "street-pricing" requirement if determined to be in the best interest of the Air Park and Air Park users.

IX. Insurance

1. Commercial Aeronautical Operators 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.

2. Commercial Aeronautical Operators 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 Commercial Aeronautical Activity. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Florida, be an excess and surplus lines carrier allowed to do business in Florida, or otherwise be approved in writing by the City.

3. All insurance which a Commercial Aeronautical Operator is required by the City to carry and keep in force shall name the City (individually and collectively) and its representatives, officials, officers, employees, agents, and volunteers as additional insured.

4. Commercial Aeronautical 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 Air Park Manager.

X. Non-Commercial and Non-Aeronautical Activities

1. No Entity shall conduct a Commercial Aeronautical Activity as a sublessee of Air Park property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for non-commercial use.

2. No Commercial Aeronautical Operator shall conduct non-aeronautical activities in buildings or hangars located on land designated for aeronautical purposes without FAA approval. Boats, trailers and/or motor homes parked on Air Park property or inside hangars are strictly forbidden and all non-airworthy aircraft shall be removed from the Air Park on ten (10) days written notice of the City at the FBOs, SASOs, tenants or corporate operator's expense.

SECTION D. FIXED BASE OPERATORS

1. A Fixed Base Operator or FBO is a Commercial Aeronautical Operator engaged in the sale of fuel and petroleum products, aeronautical services, and facilities to Aircraft operators including, at a minimum, the following required activities at the Air Park:

    i. Aviation fuels and lubricants (Jet Fuel, Avgas, and aircraft lubricants)

    ii. Passenger, crew, and aircraft ground services, support and amenities

    iii. Aircraft maintenance

    iv. Tie down, hangar, aircraft parking, office and shop

2. Each FBO shall comply with the General Requirements set forth in Section C hereof as well as the requirements of this Section D.

3. Each FBO shall conduct its FBO business and activities on and from the Leased Premises in a professional manner which shall be consistent with the degree of care and skill usually exercised by experienced FBOs providing comparable products and services and engaging in similar activities from similar-sized facilities in like markets.

4. All services and products that the FBO is required to provide must be provided by the FBO through the FBO's employees, except as expressly provided herein.

5. Aircraft Fueling (both Jet A and Avgas)

    i. The FBO shall be capable of providing an initial response time not to exceed 15 minutes during normal FBO operating hours. Fueling services shall be provided as expeditiously as possible under the circumstances, including the volume of traffic.

    ii. The FBO shall be capable of delivering and dispensing aviation fuel into all types of Aircraft normally frequenting the Air Park.

    iii. The FBO shall have an approved written Spill Prevention Control and Countermeasure Plan ("SPCC Plan") which meets federal, state and local requirements, in the event that the FBO's operations are not covered under an SPCC Plan applicable to the Air Park. An updated copy of the FBO's SPCC Plan shall be filed with Air Park Manager at least five (5) days prior to actual implementation.

    iv. FBOs may not subcontract their fueling activities.

6. Tie-Down, Hangaring, and Parking

    i. The FBO shall comply with minimums identified in Leased Premises.

7. Aircraft Maintenance

    i. The FBO shall be qualified to perform preventative maintenance (as defined in FAR Part 43 or Part 145) on the airframes, powerplants, and associated systems of general aviation Aircraft up to 12,500 pounds gross weight.

    ii. The FBO can remain in compliance with the Minimum Standards for the provision of aircraft maintenance through an authorized sublessee (meeting the Minimum Standards for Aircraft Airframe, Powerplant (Engine) and Propeller Maintenance) operating from the FBO's Leased Premises.

8. Ancillary Ground Services and Support

   i. The FBO shall have the requisite equipment and trained personnel to provide the following services and support: oxygen, nitrogen, and compressed air services; towing of aircraft; ground power services; and aircraft recovery services. The FBO may contract for these services.

9. Leased Premises

   i. The FBO shall lease a minimum ground area of 217,800 square feet (five (5) acres) of land upon which all required improvements for facility, ramp area, vehicle parking, roadway access, fuel storage facility and landscaping will be located.

   ii. The FBO shall provide paved tie-down facilities for a minimum of 10 aircraft.

   iii. The FBO shall provide a paved ramp adequate to accommodate all tie-down facilities, all transient Aircraft activities of the FBO and all approved sub-lessee(s) of FBO (but not less than 100,000 square feet) plus paved access to taxiways.

   iv. The FBO shall provide at least 20,000 square feet of aircraft storage hangar space. A minimum of 4,000 square feet must be dedicated to the provision of aircraft maintenance and 16,000 square feet must be dedicated to the storage of tenant or transient Aircraft.

   v. The FBO shall provide at least 1,000 square feet of terminal facilities including adequate space for crew and passenger lounge, administration, operations, public telephones, and restrooms.

   vi. The FBO shall provide sufficient paved vehicle parking space to accommodate FBO and tenant customers, passengers, and employees on a daily basis. Parking must comply with City standards.

10. Fuel Storage Facility

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

      - 12,000 gallon facility for Jet A Fuel storage; and
      - 5,000 gallon facility for Avgas storage; and
      - Demonstrated capabilities to expand fuel storage capacity within a reasonable time period.

   ii. The design and construction of the fuel storage facility shall be approved by the City and comply with the rules and regulations of Federal and State regulatory agencies and all other applicable laws, rules, regulations, and guidelines including, but not limited to National Fire Prevention Association (NFPA) Code No. 30 (*Flammable and Combustible Liquids Code*); FAA Advisory Circular 150/5230-4B (*Aircraft Fuel Storage, Handling, Training and Dispensing on Airports*); Underwriters Laboratories 2085 (*Protected Aboveground Tanks for Flammable and Combustible Liquids*); and Florida Department of Environmental Protection (DEP) rules and regulations governing design, construction, and operation of hydrocarbon fuel facilities.

iii. The 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 an oil/water separator is required by law, statute, or regulation.

iv. The 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.

11. Fueling Equipment

i. The FBO shall provide at least one mobile dispensing single product truck for Jet A fuel, and at least one such truck for dispensing Avgas. The Avgas truck shall have a minimum capacity of 500 gallons and the Jet A fuel trucks shall have a minimum capacity of 2,000 gallons.

ii. Mobile units must be equipped with metering devices which meet all applicable legal requirements. The mobile unit dispensing Jet A fuel must have over-the-wing and single point Aircraft servicing capability. Mobile dispensing single product trucks must be bottom loaded.

iii. Each fuel service vehicle shall be so equipped and maintained as to comply at all times with all applicable safety and fire prevention requirements or standards, including without limitation, those prescribed by:

- The Minimum Standards and Rules and Regulations
- State of Florida Fire Code and Fire Marshall's Codes
- National Fire Protection Association (NFPA) Codes
- Applicable FAA Advisory Circulars (AC), including AC-00-34A, "Aircraft Ground Handling and Servicing", and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport".

12. Commercial Self-Service Fueling

i. An FBO may, but is not required, to provide commercial self-service fueling. If an FBO decides to provide this facility and service, the FBO must comply with the requirements of this subsection.

ii. The FBO shall provide at least one above-ground, double-walled fuel tank with a minimum capacity of 1,000 gallons for Avgas.

iii. All improvements including the fuel tanks, fueling terminal metering system, lighting and a protective enclosure shall be located on a rigid concrete pavement or flexible asphalt surface.

iv. The self-fueling tank must be equipped with a control device that prevents unauthorized dispensing of fuel and an emergency shut-off valve.

v. The FBO must post signage communicating the location and procedures for the emergency shut-off valve and any emergency service contact phone numbers.

vi. The FBO shall make available on the premises during normal operating hours a trained employee available to assist with fueling and emergencies.

vii. The self-service fuel-dispensing facility must be available for use during all hours of operation of the Air Park.

viii. The FBO shall pay the City a fuel flowage fee for each gallon of fuel stored in the self-fueling tank(s).

13. Equipment

i. The FBO shall provide not less than 10 tie-down spots with tie-down equipment including ropes, chains, and other types of restraining devices such as wheel chocks, which are required to safely tie-down or secure Aircraft.

ii. The FBO shall provide adequate equipment for washing of Aircraft windows.

iii. The FBO shall provide adequate equipment for recharging or energizing discharged Aircraft batteries.

iv. The FBO shall provide at least one courtesy vehicle to provide such services as lead in/lead out and transportation of passengers, crews, and baggage.

v. The FBO shall provide at least one Aircraft tug with rated draw bar capacity of not less than 12,500 pounds and standard universal tow bar of sufficient capacity to meet the towing requirements of the general aviation Aircraft normally frequenting the Air Park.

vi. The FBO shall provide fire apparatus in quantities and the type as defined by the local Fire Marshall. Dry chemical fire extinguisher units shall be maintained within all hangars, on ramp areas, at fuel storage facilities, and on all fueling trucks.

vii. The FBO shall provide all equipment necessary for the proper performance for repair and maintenance services on airframe and powerplants in accordance with applicable FAA regulations and manufacturers' specifications. Such equipment shall comply with NFPA codes and other applicable governmental safety regulations.

14. Personnel

i. 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 150/5230-4B, and all other applicable laws, rules, and regulations.

ii. The FBO shall have on duty a minimum of two properly trained and qualified employees for Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and support and a minimum of one properly trained and qualified employee for ancillary customer service and support. At least one person capable of providing these services is required to be on call between 10 PM and 7 AM each day.

iii. A minimum of one (1) FAA licensed airframe and powerplant mechanic employed by the FBO and properly trained and qualified to perform maintenance services on general aviation Aircraft frequenting the Air Park. If the maintenance is subleased the sublessee must provide one certificated maintenance person employee could also be an employee of the sublessee.

15. Hours of Operation

    i. Commercial fuel sales, line services, parking and tie-down services, and customer service shall be provided during those hours necessary to adequately meet public demand for such services. At a minimum, the FBO shall maintain operating hours of at least eight hours per day, five days per week, between the hours of 7:00 a.m. and 10 p.m. The FBO shall provide on-call services, with a response time not to exceed one hour, 24 hours per day and 7 days per week. The FBO may impose a premium for on-call services. The FBO shall provide the Air Park Manager with written notice of the FBO's hours of operation and any changes in hours of operation.

16. Aircraft Recovery Services

    i. Recognizing that Aircraft recovery is the responsibility of the aircraft owner/operator, the FBO shall be prepared to lend assistance in order to maintain the operational readiness of the Air Park's runway and taxiway system. The FBO shall prepare a recovery plan and have the equipment readily available which is necessary to recover the typical itinerant general aviation aircraft using the Air Park.

17. Insurance

    i. FBO shall maintain, at a minimum, the following coverages and limits of insurance, and further must satisfy the requirements of Section C(IX) and Appendix B:

        - Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.
        - Vehicle Liability: bodily injury and property damage on all vehicles used by FBO
        - Hangarkeepers Liability: an amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of FBO.
        - Pollution Insurance

18. Standard Operating Procedures (SOP)

    i. The FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling operations. The FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The FBO's SOP shall also address: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel storage areas, and (4) marking and labeling fuel storage tanks and tank trucks. The FBO's SOP must be submitted to the Air Park Manager no later than 30 days after the FBO commences activities at the Air Park. Inspections will be conducted by the Air Park Manager on a periodic basis to ensure compliance.

Appendix A
Minimum Standards For Specialized Aviation Service Operators

Category	**Flight Training and Aircraft Rental**
Former FBO Category	B
Scope of Activity	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. Aircraft rental operator is an Entity engaged in the rental of Aircraft to the public.
Minimum Lease Space	Operator shall lease or sublease sufficient space upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping can be located, consistent with the amount of space leased by similarly situated Operators. Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory, but not less than the space required to accommodate two Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space. Operator shall provide at least 1,000 square feet of space for workspace, customer lounge, administration, restrooms, student briefing, flight planning, classroom facilities and instructor lounge. Sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis in accordance with City parking codes.
Personnel, Licenses and Certifications	Operator shall have in its employ at least two flight instructors who are properly certificated by the FAA to provide all types of training offered. At a minimum, one flight instructor and one customer service person shall be on duty during operational hours. Operator shall maintain such certifications as may be required by the FAA or the State of Florida, including without limitation certification as may be required under 14 C.F.R. Part 141. Operator shall satisfy all safety and security requirements imposed on flight schools by the FAA and/or the Transportation Security Administration, including and without limitation the TSA Alien Flight Student Program or successor program developed in accordance with 49 U.S.C. Section 44939.
Equipment	Operator shall have available for use in flight training, either owned or under written lease to Operator and under the exclusive control of Operator, not less than two properly certified aircraft, at least one (1) of

	which must be equipped for and capable of flight under instrument conditions and equipped for dual operation. Training equipment shall include, at a minimum, adequate mock-ups, pictures, slides, film strips, movies, video tapes, or other training aids necessary to provide proper and effective training school instruction. All materials, supplies, and training methods must meet FAA requirements for the training offered.
Hours of Operation	Operator's Leased Premises shall be open and services shall be available to meet the public demand for this category of service at least six (6) days a week, eight (8) hours a day.
Insurance	See Appendix B
Category	**Aircraft Charter, Air Taxi, Air Ambulance**
Former FBO Category	C
Scope of Activity	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 14 C.F.R. Part 135. Air charter is an Entity that provides on-demand, non-scheduled passenger services and operates under the appropriate FAA regulations with aircraft that provide no more than 30 passenger seats.
Minimum Lease Space	Operator shall lease or sublease sufficient space upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping can be located, consistent with the amount of space leased by similarly situated Operators. Ramp space equal to the total number of Aircraft within Operator's fleet or current inventory, but not less than the space required to accommodate two multi-engine Aircraft. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space. Operator shall provide at least 1,000 square feet of space for work area, customer lounge, administration, restrooms, classroom facilities and restaurant or appropriate vending machines. Operator shall provide sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis in accordance with City parking codes.
Personnel, Licenses and Certifications	At a minimum, one customer service person and two flight crew personnel during normal business hours. Operator shall provide satisfactory arrangements for the checking in of passenger, handling of luggage, ticketing and ground transportation. Operator shall have and provide copies to the Air Park Manager of all appropriate FAA and U.S. Department of Transportation certifications and approvals, including without limitation, the Preapplication Statement of

	Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and the FAA issued operating certificate.
Equipment	Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, not less than two certified and continuously airworthy aircraft, to include at least one multi-engine, all weather Aircraft.
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 four (4) hours.
Insurance	See Appendix B

Category	**Aircraft Sales**
Former FBO Category	D
Scope of Activity	An Entity engaged in the sale of new or used Aircraft. And Entity engaged in aircraft manufacturing will be categorized as an Aircraft Sales SASO for purposes of the Minimum Standards.
Minimum Lease Space	Operator shall lease or sublease sufficient space upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping can be located, consistent with the amount of space leased by similarly situated Operators. Operator shall provide at least 1,000 square feet for office work area, lounge, administration, and restrooms. Operator shall provide sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis in accordance with City parking codes.
Personnel, Licenses and Certifications	Operator shall employ, or have available on call, a sufficient numbers of pilots with instructor ratings who shall be current in all models to be demonstrated. Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft sales services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services on the Leased Premises. At least one person shall be a commercial pilot currently certified by the Federal Aviation Administration, with ratings appropriate for the types of aircraft to be demonstrated.
Equipment	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.

	Necessary and satisfactory arrangements for repair and servicing of aircraft shall be provided in accordance with any sales guarantee or warranty period.
Hours of Operation	Operator's Leased Premises shall be open and service shall be available to meet the public demand for this category of service at least five (5) days a week, eight (8) hours a day.
Insurance	See Appendix B
Category	**Aircraft Airframe, Powerplant (Engine) and Propeller Maintenance**
Former FBO Category	E
Scope of Activity	An Entity engaged in the business of providing airframe and powerplant repair and maintenance services which includes the sale of Aircraft parts and accessories.
Minimum Lease Space	Operator shall lease or sublease sufficient space upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping can be located, consistent with the amount of space leased by similarly situated Operators. Operator shall lease or sublease ramp space equal to or greater than two times the hangar footprint. Ramp space shall be adjacent to Operator's facilities and on Operator's leased ground space. Operator shall provide at least one 5,000 square foot hangar on Operator's leasehold for aircraft maintenance. Operator shall provide at least 1,000 square feet of office, lounge, and shop with adequate space for customer lounge, administration, shops, and restrooms. Operator shall provide sufficient paved vehicle parking facilities to accommodate all customers and employee on a daily basis in accordance with City parking codes.
Personnel, Licenses and Certifications	Operator shall provide a sufficient number of personnel (at a minimum of one (1) FAA licensed airframe and powerplant mechanic) 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 and one certificated IA for inspection and authorization. Operator shall employ sufficient repair personnel who are current and properly certificated by the FAA with ratings appropriate to the work being performed and who hold airframe, powerplant, and/or Aircraft inspector ratings. This includes at least one (1) IA and one (1) A&P.

	An airframe and powerplant mechanic is a person who holds an aircraft mechanic certificate with both the airframe and powerplant ratings issued by the FAA under 14 C.F.R. Part 65.
Equipment	Operator shall provide sufficient shop space and equipment, supplies, and availability of parts equivalent to that would be required for Aircraft frequently utilizing the Air Park. At a minimum this equipment will include a tug with (12,500 capability), APU, GPU, parts washing equipment, aircraft jacks and tow bars for the types of Aircraft being maintained and storage cabinets for flammables.
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 and available after hours, on-call, with response time not to exceed one (1) hour.
Insurance	See Appendix B

Category	**Avionics, Instrument and Accessory Maintenance**
Former FBO Category	F
Scope of Activity	An Entity engaged in the business of repairing aircraft radios, electrical systems, propellers, instruments, and/or accessories.
Minimum Lease Space	Operator shall lease or sublease sufficient space upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping can be located, consistent with the amount of space leased by similarly situated Operators. Operator shall make satisfactory arrangements for access to and storage of aircraft being worked on and satisfactory arrangements for the delivery and storage of aircraft parts shipped by ground. Operator shall provide sufficient paved vehicle parking facilities to accommodate all customers and employees on a daily basis in accordance with City parking codes.
Personnel, 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. 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. At a minimum one customer service

	person and one technician will be on duty during required operational hours.
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.
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.
Insurance	See Appendix B

Category	**Aircraft Storage**
Former FBO Category	N/A
Scope of Activity	An Entity engaged in the rental of Aircraft hangars to the public for the purpose of storage of Aircraft.
Minimum Lease Space	Operator shall lease or sublease sufficient space upon which all required improvements for facility, ramp area, vehicle parking, roadway access, and landscaping can be located. Sufficient paved vehicle parking facilities to accommodate all employees on a daily basis.
Personnel, Licenses and Certifications	Operator shall provide a sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services. At a minimum the operator will employ a person dedicated to maintenance and leasing. Operator shall require all subtenants who store aircraft in Operator's facilities to have an executed agreement with the Operator prior to occupancy. The Operator shall prepare and submit to the Air Park Manager for approval a standard form agreement. Operator must provide a listing and copies of all executed agreements to the Air Park Manager upon request.
Equipment	Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.
Hours of Operation	Operator's Leased Premises shall be open 24 hours a day, 7 days a week a manager on-call on one (1) hours' notice.
Insurance	See Appendix B

Appendix B
Insurance

I. General Requirements

1. All FBOs and SASOs subject to the Minimum Standards must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted on the Air Park.

2. In prescribing insurance requirements, the City is not representing or guaranteeing that the types and limits are adequate to protect the Entity's interests and liabilities. It is understood that the specified amounts stated herein or in an Agreement shall in no way limit the liability of an Entity.

3. Each Entity required to maintain insurance will provide the City with a Certificate of Insurance listing the City as an additional insured. This obligation shall not apply to any workers' compensation policy.

4. Each Entity shall maintain the required insurance throughout the term of an Agreement.

5. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage.

6. Each insurance policy shall be primary and non-contributory.

7. It shall be the Entity's responsibility to pay any retention or deductible for the coverages required herein and in an Agreement.

8. Insurance policies must include a requirement that a 30-day notice of cancellation, material change or non-renewal will be sent to the Air Park Manager.

9. In requiring Entities to maintain insurance hereunder, the City in no way assumes liability for injury and damage occurring on or in connection with the Air Park, and the City reserves the right to claim any defense or immunity available under law.

II. Fire and Extended Coverage

1. All FBOs and SASOs shall provide full fire and extended coverage and glass breakage insurance on any improvements constructed on the Leased Premises by either the City or by any such FBO or SASO, in an amount satisfactory to the City, up to 100%, but not less than 90% of the replacement value of the said property and improvements. Such policy shall comply with the following conditions:

   i. Such policy shall be placed with a carrier having Best's rating of at least B+, Class VII.

   ii. Such policy shall name the City as a loss payee.

   iii. Such policy shall contain a waiver of subrogation in favor of the City.

   iv. Such policy shall not provide a deductible exceeding $5,000 other than wind losses unless written approval is obtained from the City.

   v. No more than 5% wind deductible.

III. Comprehensive Insurance

1. All FBOs and SASOs shall provide at their own expense comprehensive insurance (including, but not limited to, fire, theft, and windstorm) on all personal property and all replacement thereof belonging to any such FBO or SASO situated on the Leased Premises for the benefit of the City and such FBO or SASO, in an amount not less than 90% of the insurable value of said property.

IV. Workmen's Compensation

1. All FBOs and SASOs with Employees shall carry, maintain and pay for all necessary workmens' compensation insurance or submit to the City exemption certificates for the same.

V. Liability Insurance

1. All FBOs and SASOs shall maintain comprehensive and all inclusive public liability and property damage insurance for the benefit of the City and any such FBO or SASO for any one person and $1,000,000 for any one accident, with coverage which shall include property damage and personal injuries, including death, and shall include the City as a primary insured. In the case of FBOs, if all other FBOs at the Air Park, and in the case of SASOs, if all other SASOs at the Air Park are required to increase their liability insurance coverage with the City, then the insurance coverage herein set forth shall be increased to the same extent and in the same amounts as may be required for all such other FBOs or SASOs. The City's Risk Management Division shall be provided with a Certificate of Insurance evidencing the foregoing insurance requirements.

VI. Collection of Insurance

1. In the event of destruction of or damage to any of the leased property covered by insurance, the funds payable for the improvements pursuant to any insurance policy shall be deposited in a commercial national bank located in Pompano Beach, Florida, selected by the City, as a trust fund, and said fund shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, improvements or personal property so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances and Charter of the City. Should the cost of reconstruction or repair exceed the amount of the funds available from the proceeds of any such insurance policy, then and in such event, such funds shall be used as far as the same will permit in paying the cost of such reconstruction or repair. In the event that the cost of such reconstruction or repair shall be less than the proceeds derived from insurance policies, the surplus shall be payable to the City and deposited by it in the appropriate City account.

VII. Primary coverage

1. All insurance required of any FBO or SASO shall apply to the City as primary coverage and shall be unaffected by any insurance which the City may carry in its own name.

VIII. Hold Harmless

1. Each Agreement with an FBO or SASO shall indemnify and save the City its officers and employees harmless from and against any and all claims, suits, actions, damages and causes of action, arising during the term of any bodily injury, loss of life or damage to property sustained in, about or upon the Leased Premises occupied by any such FBO or SASO, or the buildings and improvements placed thereon, the appurtenances thereto, or any other claims or suits arising out of this lease, and shall indemnify and save the City

harmless from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon and from and against any orders, judgments or decrees which may be entered therein. Each Agreement further shall provide that any such FBO or SASO shall defend any action, complaint or proceeding brought against the City as the result of any of the matters above delineated, all at no cost or expense to the City.

Minimum Insurance Standards

Operator Type	Comprehensive General Liability	Comprehensive Liability (See Note # 1)	Hangar Keeper's Liability	Aircraft Liability
Fixed Base Operator (See Note # 2)	$5,000,000 Each Accident	$1,000,000 Combined Single Limit	$5,000,000 Combined Single Limit	
Flight Training/Aircraft Rental	$1,000,000 Each Accident	$1,000,000 Combined Single Limit		$1,000,000 Combined Single Limit
Aircraft Charter, Air Taxi and Air Ambulance	$5,000,000 Each Accident	$1,000,000 Combined Single Limit		$5,000,000 Combined Single Limit
Aircraft Sales	$3,000,000 Each Accident	$1,000,000 Combined Single Limit		$3,000,000 Combined Single Limit
Aircraft Airframe, Powerplant (Engine) and Propeller Maintenance (See Note # 3)	$5,000,000 Each Accident	$1,000,000 Combined Single Limit	$3,000,000 Combined Single Limit	
Avionics, Instrument, and Accessory Maintenance (See Note # 4)	$1,000,000 Each Accident	$1,000,000 Combined Single Limit	$2,000,000 Each Occurrence $1,000,000 Each Aircraft	
Aircraft Storage (See Note #5)	$1,000,000 Each Accident	$1,000,000 Combined Single Limit	$2,000,000 Each Occurrence $1,000,000 Each Aircraft (See Note # 5)	

Notes:

1. Comprehensive Vehicle Liability Insurance is required only on vehicles operated on Air Park property.
2. Fixed Base Operators are required to carry a minimum of $5,000,000 in Product Liability Insurance for fuel that may be provided in conjunction with the fuel supplier. FBOs will also have in full force and effect Pollution Insurance a minimum of $1,000,000 for each occurrence and $1,000,000 aggregate.
3. Aircraft Airframe and Power Plant Repair and Propeller Maintenance Operators are required to carry a minimum of $3,000,000 in Product and Completed Operations Liability Insurance.
4. Avionics Instrument and Accessory Maintenance Operators are required to carry a minimum of $1,000,000 in Products and Completed Operations Liability Insurance.
5. Aircraft Storage Operators are not required to carry Hangarkeeper's Liability if they do not take care, custody or control of aircraft.

August 16, 2023

Expense Approval Report by Department **Payment Dates: 8/16/2023 - 8/16/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Project Account Name	Amount
Department: 4351 - AIRPORT EXPENSE					
Vendor: 000035 - COLES PETROLEUM PRODUCTS INC					
COLES PETROLEUM PRODUC...	672535	AV Gas	101-4351-47820		17,449.67
				Vendor 000035 - COLES PETROLEUM PRODUCTS INC Total:	**17,449.67**
Vendor: 005394 - INFOTECH SOLUTIONS LLC					
INFOTECH SOLUTIONS LLC	20566	Monthly Software & Maintenance	101-4351-42210		13.03
				Vendor 005394 - INFOTECH SOLUTIONS LLC Total:	**13.03**
				Department 4351 - AIRPORT EXPENSE Total:	**17,462.70**

August 30, 2023

Expense Approval Report by Department **Payment Dates: 8/30/2023 - 8/30/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Project Account Name	Amount
Department: 4351 - AIRPORT EXPENSE					
Vendor: 005006 - BLUEPEAK					
BLUEPEAK	INV0002451	Phone & Internet	101-4351-42810		250.18
				Vendor 005006 - BLUEPEAK Total:	**250.18**
Vendor: 000035 - COLES PETROLEUM PRODUCTS INC					
COLES PETROLEUM PRODUC...	47758	Jet Fuel	101-4351-47820		11,948.75
				Vendor 000035 - COLES PETROLEUM PRODUCTS INC Total:	**11,948.75**
Vendor: 006069 - MIDCONTINENT COMMUNICATIONS					
MIDCONTINENT COMMUNIC...	12517210213514	Business Internet - Back-up	101-4351-42810		19.97
				Vendor 006069 - MIDCONTINENT COMMUNICATIONS Total:	**19.97**
				Department 4351 - AIRPORT EXPENSE Total:	**12,218.90**

September 6, 2023

Expense Approval Report by Department **Post Dates: 9/6/2023 - 9/6/2023**

Vendor Name	Payable Number	Description (Item)	Account Number	Project Account Name	Post Date	Amount
Department: 4351 - AIRPORT EXPENSE						
Vendor: 000181 - APPEARA						
APPEARA	0876716	Mat Rentals - Airport	101-4351-42210		09/06/2023	52.83
					Vendor 000181 - APPEARA Total:	**52.83**
Vendor: 004273 - KLJ ENGINEERING LLC						
KLJ ENGINEERING LLC	10194192	MDS Taxilane/Road/Parking - Construction	101-4351-54330	TAXI/PARK/ACCESS-CONST REIMB	09/06/2023	15,208.89
					Vendor 004273 - KLJ ENGINEERING LLC Total:	**15,208.89**
Vendor: 003890 - MADISON ACE HARDWARE						
MADISON ACE HARDWARE	174341/2	Air Filters	101-4351-42530		09/06/2023	11.98
					Vendor 003890 - MADISON ACE HARDWARE Total:	**11.98**
					Department 4351 - AIRPORT EXPENSE Total:	**15,273.70**