MINIMUM STANDARD REQUIREMENTS
FOR COMMERCIAL AERONAUTICAL SERVICES

June 2026



FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY
TIX · COI · X21 · EXP

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SECTION 1

GENERAL INFORMATION

INTRODUCTION

The Titusville-Cocoa Airport Authority (the Authority) owns and operates the Space Coast Regional Airport (TIX); The Merritt Island Airport (COI) and Arthur Dunn Airpark (X21) (the Airport or Airports); The Authority and the Airports are subject to numerous Federal obligations with the Federal Aviation Administration (FAA), pursuant to Surplus Property Deed(s) and Grant Agreements. Applicable Laws and Regulations including:

- Federal Aviation Act of 1958, as amended, and its precedent, Civil Aeronautics Act of 1938.
- Surplus Property Act of 1944
- Civil Rights Act of 1964
- Airport and Airway Improvement Act of 1982
- Airport and Airway Safety and Capacity Expansion Act of 1987
- FAA Reauthorization Act of 1996
- FAA Modernization and Reform Act of 2012
- FAA Reauthorization Act of 2024
- FAA Order 5190.6C, Airport Compliance Manual
- Advisory Circular 150/5190-6, Exclusive Rights at Federally Obligated Airports
- Advisory Circular 150/5190-8, Minimum Standards for Commercial Aeronautical Activities

Under these agreements, the Authority and the Airports have agreed to assume certain obligations pertaining to the operation, use and maintenance of the Authority and the Airports. These obligations remain in full force and effect throughout the useful life of the facilities developed under the funded projects, subject to federal requirements (generally 20 years). However, there is no limit on the duration of surplus property obligations or assurances against exclusive rights.

To assist the Authority in meeting its obligations, the FAA encourages airport owners to develop and publish minimum standards to be met by all who use or occupy airport property. Accordingly, the Authority has developed minimum standards for any company that proposes to provide aeronautical services at the Airports to ensure acceptable levels of service and safety. Such standards must be fair, equal, and not unjustly discriminatory. They must be relevant to the proposed activity, reasonably attainable, and uniformly applied. Minimum standards must also be tailored to the specific aeronautical activity and the airport to which they are applied. Failure to meet its obligations could result in the Authority and/or the Airports being declared in non-compliance and therefore ineligible for federal funding or other sanctions.

Benefits to be derived from establishing minimum standards include:

- Promotion of safety in airport activities
- Fostering the level of services desired by the airlines, public, the Airports and the Authority
- Providing financially equitable treatment to all tenants
- Defining the minimum operating threshold for prospective aeronautical service providers
- Protection of airport users from unlicensed and unauthorized products and/or services
- Promotion of orderly development of Airport property
- Providing a formalized, but negotiable, baseline for lease development
- Fostering mutually beneficial tenant-landlord relationships
- Promotion of economic stability by discouraging unqualified applicants

This document lists the minimum standards for all providers of aeronautical services at the Authority and each of the Airports. It was developed to provide guidance and protection for all parties concerned.

The Minimum Standards are not intended to be all inclusive. Operations and/or activities on each Airport will be subject to all applicable federal, state, and local laws, codes, ordinances and rules and regulations pertaining to such activities.

Minimum standards establish a template for safe tenant operations, minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services, address environmental liability issues, reduce liability issues, and minimize accident exposure. Minimum standards set the format by which the Authority staff can review requests for business activity at the Airports and respond accordingly.

Aeronautical activities may be proposed that do not fall within the categories designated in these Minimum Standards. In such case, appropriate Minimum Standards will be established by the Director of Airports on a case-by-case basis for such activity and incorporated into the lessee's written agreement (permit/lease).

The details for construction of structures and other facilities are not included in these Minimum Standards. All site plans, new construction, remodeling projects, color schemes, and signage proposed by a Lessee /Operator are reviewed and approved by the Authority before submission for permitting. All new construction at each Airport must meet City of Titusville Building and Fire Codes, the Codes of Brevard County and comply with the Authority's Horizontal Permitting Rules and Regulations, as amended from time to time, with respect to any applicable horizontal development on Airport property.

It should be noted that the standards set forth herein are not to be construed as setting forth the desirable size of land area or structure for a particular operator. In this regard, the prospective Lessee may find that in order to establish an economically feasible business, which will yield a satisfactory return on their investment, the requirement for land, area and/or structures will be in excess of the minimum standards.

APPLICABILITY

It is the policy of the Authority to extend the opportunity for providing an aeronautical service to any entity meeting the Authority's published standards for that service, subject to availability of suitable space at the Airport to conduct such activities. Each Airports Master Plan provides the basis for determining whether suitable space is available.

It is the policy of the Authority to ensure that commercial operators do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment at the Airport as their competitors.

These Aeronautical Service Operator Minimum Standards (hereinafter referred to interchangeably as the Minimum Standards or Standards) apply to any person or entity that provides one or more services defined herein at the Airports except for the following:

1. No provision of these Minimum Standards shall be deemed to prohibit any person from performing aeronautical services with respect to its own aircraft; and
2. No provision of these Minimum Standards shall be deemed to prohibit any Airline from performing Aeronautical Services for other airlines, provided they meet these Standards and in accordance with the permitted activities and operating terms and conditions of the then current Use and Lease Agreement or Regulation adopted by the Authority. Airline shall have the meaning ascribed to it in the Airline Operations Procedures, as amended from time to time.

AMENDMENT TO EXISTING STANDARDS

Upon approval by the Director of Airports, any reference in any Authority agreement to such prior standards shall be deemed to be a reference to these Minimum Standards.

RIGHT TO AMEND STANDARDS

The Authority reserves the right to adopt amendments to these Minimum Standards as it determines they are necessary or desirable to reflect current trends of commercial airport activity and availability of property for lease, for the benefit of the general public or the operation of the Airports.

APPLICABILITY TO EXISTING TENANTS

All existing tenants with approved permits and/or leases, including subleases, currently operating on the airport, before the original effective date of these Minimum Standards or as to the effective date of revisions to these Minimum Standards only as to the revisions, are “grandfathered” and will be allowed to continue operations and not be held in non-compliance of these Standards if the Authority determines that the continuation of such operation is in the public interest and does not conflict with any FAA requirement, or if the Authority determines that it would be an extreme hardship, financial or otherwise, for such tenant to fully comply with these Standards.

When the lease, license, permit, or sublease of an existing “grandfathered” tenant, is extended, renegotiated, or amended, such tenant shall be required to comply with all applicable provisions of these Standards within a reasonable time. Each tenant’s situation will be reviewed on an individual basis and an equitable arrangement will be negotiated and documented in the new or amended lease agreement.

WAIVERS

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

These Minimum Standards are the baseline requirements and all Tenants are encouraged to exceed these requirements.

Nothing contained herein shall require the Authority to pay for, finance or construct facilities or improvements within these Minimum Standards.

These standards shall be included in every and all Agreements with users of the Airports.

TIME

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

CATEGORIES OF AERONAUTICAL SERVICE OPERATORS

The two categories of Aeronautical Service Operators at the Airports are:

1. Fixed Base Operators.
2. Specialized Aeronautical Service Operators which are individually permitted by the Authority to perform one or more of the following activities:
    - Services Airline Fueler
    - Airline Line Maintenance
    - Manufacturer Major Service Center
    - Ramp Services
    - Passenger Services
    - Air Cargo Services
    - Aircraft Ground Service Equipment (GSE) Maintenance
    - Non-Commercial Hangar
    - Air Charter or Taxi
    - Aircraft Maintenance Facility
    - Mobile Aircraft Repair and Maintenance Services
    - General Aviation Aircraft Cleaning, Washing and Detailing
    - Security Services
    - Multiple Specialized Services
    - Banner towing
    - Skydiving
    - Other Aeronautical

DEFINITIONS

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

Aeronautical Activity or Service – Any activity commonly conducted at airports which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for aircraft, or which contributes to or is required for the safety of such operations. The following activities, commonly conducted on airports, are Aeronautical Activities within this definition:

- **a.** Aircraft sales and services.
- **b.** Airframe and powerplant repair services.
- **c.** Aircraft rental services.
- **d.** Flight training services.
- **e.** Aircraft charter and air taxi services.
- **f.** Radio, instrument, or propeller repair services.
- **g.** Aerial applications (crop dusting, firefighting, etc.)
- **h.** Aviation fuels and petroleum products sales.
- **i.** Sale of aircraft parts.
- **j.** Sale or rental of aircraft hangar, parking, and tie-down space.
- **k.** Airline operations.
- **l.** Air freight or cargo operations.
- **m.** Banner towing and aerial advertising.
- **n.** Skydiving.
- **o.** Ground servicing of Airline aircraft.
- **p.** Aerial photography or survey.
- **q.** Aircraft washing and cleaning services (interior and exterior).
- **r.** Aircraft Management Services
- **s.** Any other activities which because of their direct relationship to the operation or repair of aircraft can be appropriately regarded as an Aeronautical Activities.

Agreement – (Agreement, Lease, License or Lease Agreement) – the written agreement between the Authority and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. 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; rents, fees and charges to be paid; and the right and obligations of the respective parties.

Air Charter or Taxi – the commercial operation of providing air transportation of person(s) or property for hire by either on a charter basis or as an air taxi operator.

Aircraft – any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon or blimp.

Aircraft Fuel – all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

Aircraft Fuel Servicing Tank Vehicle (Fueler) – a tank vehicle (tank truck; tank, full trailer; tank, semi-trailer) designed for and employed in the transportation and transfer of fuel into and from an aircraft.

Aircraft Operation – an aircraft arrival at, or departure from, the Airport.

Aircraft Owner – a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

Aircraft Parking and Storage Areas – those hangar and apron locations of the Airport designated by the Director of Airports for the parking and storage of aircraft.

Aircraft Rental – the commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales – the sale of new or used aircraft through brokerage, ownership, franchise, distributorship or licensed dealership.

Airframe and Power Plant Maintenance – the commercial operation of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.

Airframe and Power Plant Mechanic (A&P) – a person who holds an aircraft mechanic certificate with both airframe and power plant ratings as authorized and described in 14 CFR Part 65.

Airline or Air Carrier - a person who undertakes directly by lease, or other arrangement, to engage in air transportation and who holds or is required to hold an Airline Certificate or Operating Certificate under FAR part 119.

Airport – all of the Airport owned or leased real or personal property of Merritt Island Airport, Arthur Dunn Airpark, Space Coast Regional Airport including buildings, facilities and improvements within the boundaries of said airports as it presently exists or as it may exist in the future when it is hereafter modified, expanded or developed. Airport includes all of the facilities as shown on the most current and future Airport Layout Plan for each Airport.

Airport Fueling System - an arrangement of aviation fuel storage tanks, pumps, and associated equipment, such as filters, water separators, hydrants, cabinets, and pits installed at an airport designed to service aircraft at fixed positions.

Airport Layout Plan or ALP – the currently FAA approved Airport Layout Plan depicting the physical layout of the Airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, navaids, etc.

Airport Movement Area (AMA) – the runways, taxiways and other areas of an airport that are utilized for taxiing, air taxiing, take-off and landing of aircraft.

Airport Operations Area or AOA – that portion of the Airport used or intended to be used for aircraft landing, take-off, or surface maneuvering including the areas around hangars, cargo, aircraft parking, navigation equipment and communication facilities.

Airport Reference Codes – *FAA Advisory Circular 150/5300-13 Airport Design* defines the Airport Reference Code (ARC) as "a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport." The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zones and Object Free Zones dimensions, surface gradients, and threshold siting standards, etc.

Apron – those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of aircraft.

Authority – the Titusville-Cocoa Airport Authority, a public body existing under the laws of the State of Florida.

Authorized Areas of the Airport – a common use area open to the Operator and all other similarly situated users of the Airport, or space under the exclusive control of the Authority or a tenant of the Authority in which the Operator is permitted to operate by the Authority or such tenant, as applicable.

Aviation Service – any commercial activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, and any other activities, which because of their relationship to the operation of aircraft can appropriately be regarded as an "aviation service".

Avionics Sales and Maintenance – the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

Based Aircraft – an aircraft which the owner physically locates at the Airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the Airport for long-term storage (i.e., more than 30 days).

City - the City of Titusville, Florida, a municipal corporation existing under the laws of the State of Florida.

Commercial Activity - the exchange, trading, buying, hiring, or selling of commodities, goods, services or property of any kind, or any revenue producing activity on the Airport.

Environmental Laws - all federal, state and local laws, statutes, ordinances, regulations, decrees, and/or rules now or hereinafter in effect, as may be amended, and all implementing regulations, directives, orders, guidelines, and federal and state court decisions interpreting, relating to,

regulating, or imposing liability (including response, removal, remediation, and damage costs) or standards of conduct or performance relating to industrial hygiene; occupational, health, and/or safety conditions; environmental conditions; or exposure to, contamination by, or cleanup of any and all hazardous materials, including, without limitation, all federal or state or environmental cleanup statues, and the following specific laws: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 USC; 33 USC; and 42 USC); (ii) the Resource Conservations and Recovery Act of 1976 (42 USC 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 USC 1801 et seq.); (iv) the Toxic Substances Control Act (15 USC 2061 et seq.); (v) the Clean Water Act (33 USC 1251 et seq.); (vi) the Clean Air Act (42 USC 7401 et seq.); (vii) the Safe Drinking Water Act (21 USC 349; 42 USC 201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 USC 43211); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 USC; 29 USC; 33 USC and 42 USC); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 USC 1101 et seq.).

Exclusive Right – a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights would be an Exclusive Right. The granting of an Exclusive Right to conduct an aeronautical activity on an airport developed or improved with federal funds is expressly forbidden by law.

Executive Director or Director of Airports – the chief executive officer and/or the Director of Airports of the Authority, or his/her designee.

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

Federal Aviation Regulations (FAR) – regulations published by the FAA that governs the operation of aircraft, airways and airmen. Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to "14 CFR" (Title 14 of the Code of Federal Regulations).
Fixed Base Operator (FBO) – is a full service commercial aeronautical business who is authorized to engage in the primary activity of aircraft refueling and a minimum of three (3) of the following secondary activities: airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service, and aircraft storage/hangar rentals.

Flight Training – the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings. Flight training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

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

Fueling or Fuel Handling – the transportation, sale, delivery, dispensing, storage or draining of fuel or fuel waste products to or from aircraft, vehicles or equipment.

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

General Aviation – all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

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

Minimum Standards – the qualifications which are established as the minimum requirements to be met as a condition for the privilege to conduct an Aviation Service on the Airport. All operators will be encouraged to exceed the minimums; none will be allowed to operate under conditions below the minimum. These minimum standards are not intended to be all-inclusive, as the operator of a commercial venture which is based on the Airport will be subject additionally to all applicable Federal, State and Local laws, orders, codes, ordinances and other similar regulatory measures, including any Airport Rules and Regulations promulgated by the Authority.

Movement Area - the runways, taxiways, and other areas of an airport that are utilized for taxiing, air taxiing, takeoff and landing of aircraft.

Non-Movement Area – specifically designated portions of the AOA that may include aircraft loading ramps and aircraft parking areas.

Operational Areas**:**

1. **Airside** – those areas involved in any aircraft movement or operation, i.e., runways, taxiways, ramps, tie-down areas, hangar areas, etc.
2. **Landside** – those areas not involved in aircraft movement or operation.

Operator – a person or persons, firm, company, joint venture, partnership or corporation engaging in any Aeronautical Service on the Airport. An Operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aeronautical Service Operator.

Permit – administrative approval issued by the Authority to a person or company to conduct a commercial aeronautical activity for a fee, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

Person – an individual, corporation, firm, partnership, association, organization and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.

Repair Station – a Federal Aviation Administration approved facility utilized for the repair of aircraft. Activities may include repair and maintenance of airframes, power plants, propellers, radios, instruments and accessories.

Restricted Area – any area of the Airport posted to prohibit entry or to limit entry or access to specific authorized persons.

Roadway – any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

Self-Fueling - the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or reuse.

Self-Handling or Self Service – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner within the leased area.

SIDA (Security Identification Display Area) Area – the entire area of the AOA that is posted to prohibit entry of unauthorized persons.

Specialized Aeronautical Service Operators (SASO) – a commercial aviation business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a "Specialized Aeronautical Service Operator" include, but are not limited to the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental and sales, and aircraft storage.

Sublease - a written agreement, approved by the Authority, stating the terms and conditions under which a third party Operator leases space for a Lessee for the purpose of providing aeronautical services at the Airport.

Taxilane – the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage areas.

Taxiway – a defined path established for the taxiing of aircraft from one part of the Airport to another.

Tenant – a person that has entered into an agreement with the Authority to use or occupy a premises on the Airport.

TSA – the Transportation Security Administration.

UNICOM – a two-way communication system operated by a non-governmental entity that provides airport advisory information.

Vehicle Parking Area – any portion of the Airport designated and made available temporarily or permanently by the Authority for the parking of vehicles.

SECTION 2

APPLICATION PROCEDURES

1. An application to provide aeronautical services at the Airport must be made in accordance with these Minimum Standards and signed by all parties owning an interest in the applicant business including each partner, director, or corporate officer. The application is attached to this document as Appendix "A." A non-refundable application fee set by the Airport will accompany the application.

2. The application, together with all required documentation, shall be submitted to:

Director of Airports
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, Florida 32780

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

- **a.** A detailed description of services to be offered and the business plan to provide such services. Evidence of applicant's past experience, providing similar services at a similar airport, financial capability, and technical ability to perform and/or develop the proposed services and facilities, including a statement of projected gross revenues and operating expenses for each of the first five (5) years of the proposed operations at the Airport. The name(s), address(es), email address and telephone number(s) of the principal(s) of the business or entities having an interest equal to 51% or more of the assets or earnings of the operation and the proposed operating name of the business, as well as evidence of incorporation in the state of Florida, as applicable. The number of persons to be employed along with a description of their duties and responsibilities. The tools, equipment, and inventory, if any, that applicant will furnish for the proposed service, upon request.
- **b.** A current financial statement prepared in accordance with standard accounting principles by a certified public accountant (CPA) along with a current credit report. In

the event that the financial statements contain information deemed confidential or proprietary, the Applicant will so advise the Authority and agrees, at its expense to have an independent third party CPA review the statements for sufficiency to the satisfaction of the Authority.

c. A current credit report covering all business activities in which the applicant has participated within the past ten years. Applicant must submit a report for all principals for a corporation, limited liability company or partnership.

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

e. Evidence of insurance with policy coverage that conforms to the requirements of the Authority's Insurance Requirements as outlined in these Minimum Standards.

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

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

h. Where applicable, a copy of any signed written agreement/contract between the applicant and an airline, FBO or tenant currently serving the Airport together with the Service Provider Notification Form from such airline, FBO or tenant to the Authority confirming that the applicant meets the airline's, FBO's or tenant's standards for the services to be provided.

i. Such other information as the Authority may require.

4. Applicants shall ensure the following items, as applicable, are completed and on file with the Authority prior to providing aeronautical services on Airport property.

a. A fully executed Permit Agreement or Lease Agreement.

b. A security deposit.

c. Proof of insurance (Insurance Certificate), as required by the type of agreement.

d. Executed copy of the attached Affirmance of the Service Provider Notification Form.

ACTION ON APPLICATION

1. The Authority may deny any application, or reject any proposal to operate any aeronautical service on the Airport, if, in its opinion, it finds any one or more of the following:

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

b. The applicant has supplied the Authority, or any other person, with false or misleading information or has failed to make full disclosure in their application or in the supporting documents.

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

d. The proposed activity conflicts with the Airport's Approved Airport Layout Plan ("ALP"), or which will create a safety hazard as determined by the Authority or by the FAA through the review of the ALP Change Request.

e. The proposed activity, construction/development requires the Authority to spend funds or to supply materials/personnel that the Authority is unwilling to spend or supply.

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

g. The proposed activity or operations have been or could be detrimental to the Airport.

h. The applicant has violated any of the Minimum Standards and/or Rules and Regulations, or the standards and regulations of any other airport, the Civil Air Regulations, the Federal Aviation Regulations, any other statutes, ordinances, laws, or orders applicable to the Airport or any other airport.

i. The applicant has defaulted in the performance of any lease or other agreement with the Authority.

j. The applicant's credit report or financial statement contains information that would create operational questions regarding the applicant's abilities to conduct the proposed operation.

k. The applicant does not have, or appear to have, access to the operating capital necessary to conduct the proposed operation.

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

m. The applicant has been convicted of any crime, or has violated any county ordinances, state, or federal laws.

n. The Authority determines that the bid or proposal is not in the best interest of the health, safety, welfare, necessity, or convenience of the traveling public.

o. If required, the applicant is unable to qualify for unescorted access to the Secured, Sterile, or other restricted areas of the airport as required by Title 49 of the Code of Federal Regulations Part 1542.209 or Part 1544.229. These requirements include criminal history records checks.

2. The Authority may request that the aeronautical service operator conduct its business through an agreement or sublease with an FBO. Upon termination a new application and fees may be required.

3. Appeals

a. **Filing of Appeal** An Applicant may appeal any decision of the Authority staff as to an application submitted under these Minimum Standards to the Director of Airports by delivering a written request for appeal prior to 5:00pm on the fifteenth (15th) day subsequent to issuance of the staff's decision. The request must state the specific reason(s) the Applicant believes the Aviation Authority staff made an incorrect decision. If after a review of the request for appeal the Director of Airports determines the request for appeal fails to include a specific and valid reason for an appeal, the Director of Airports will not consider the appeal and the staff decision will stand. In

such case, the Director of Airports shall notify the Applicant in writing, of the fact that the appeal will not be considered. By failing to timely submit a written request for appeal to the Director of Airports, an Applicant shall be deemed to have waived the right to any further review of the decision of the Authority staff.

b. **No New Evidence** The Director of Airports shall not consider any evidence that was not presented to the Authority staff as part of the Applicant's Application pursuant to these Minimum Standards for its consideration.

c. **Determination** The Director of Airports shall provide the determination in writing thirty (30) days after delivery of the Applicant's written request to appeal to the Authority. The Director of Airports may uphold or reverse the decision of the Authority staff.

SECTION 3

GENERAL REQUIREMENTS

A. Each Operator shall meet or exceed the requirements of this Section, as well as the standards applicable to the Operator's activities on Airport property.

B. Each Operator shall demonstrate, to the satisfaction of the Authority, that they are capable of consistently providing the proposed commercial aeronautical activity or activities in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the Operator's aviation/business background and experience is appropriate for the proposed commercial aeronautical activities and that the Operator has the resources to realize its business objectives.

C. Each prospective Operator shall provide evidence, satisfactory to the Authority, of its financial responsibility. The prospective Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements and to provide working capital to carry on the contemplated business.

D. Each Operator shall pay the Airport market rent, fees and charges based upon the scope of commercial aeronautical activity being provided to the public.

E. Operators shall comply with applicable federal, state, and local laws and all rules, regulations, orders, certificates, or permits required by the FAA, TSA, the Authority, the Airports, or the Environmental Protection Agency (EPA), environmental laws, local fire regulations, and any other federal, state or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as may currently exist, be developed in the future, or be modified from time to time. Operators shall immediately report to the Authority all violations of applicable federal, state, and local laws, rules, regulations, orders, or permits whether caused by Operator, or their employees, tenants, customers, guests, or agents. Operator shall further immediately notify the Authority of any unauthorized use of Airport property for non-aeronautical purposes by employees, tenants, customers, guests or agents.

F. Each Operator shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users who wish to avail themselves of the Operator's services. Each Operator shall maintain and operate its business in a safe, clean and orderly condition, consistent with the business activity contemplated hereunder and to the reasonable satisfaction of the Authority.

G. Each Operator shall provide a standard of service that is at least as high as that which is typical and customary of providers at similarly situated airports. Such standard of service shall include, without limitation, providing equal and responsive service to all users and customers.

H. Unless permitted by existing agreement between the Authority and Operator, no building, structure, tiedown, ramps, paving, aircraft taxi areas, or other improvements or additions to the Airport shall be altered, removed, placed or constructed on the Airport without the prior written approval of the Authority. In addition, at the Authority's sole discretion, each taxiway shall be designated for private or public use. Each private taxiway shall be for the sole use of the Tenant and will not be available to general users of the airport due to its location. Each private taxiway shall become part of the Tenants leasehold, and the Tenant shall be responsible for rent and general maintenance thereof. Each public taxiway shall be for the use of all users of the airport and shall not be impeded in any way by any Tenant. The public taxiways shall be maintained by the Airport. To the extent any taxiway is not expressly designated by the Authority as a private taxiway, it shall be deemed and treated as a public taxiway.

I. Each Operator shall, to the fullest extent permitted by law, defend, indemnify, and hold the Authority and each Airport, their respective officers, directors, employees, agents, affiliates, successors, and assigns harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages, or liability, of every kind and character, whether in law or equity, including, without limitation, costs of investigations, reasonable attorneys' fees, expert witnesses fees, and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, or any other reason, arising out of or otherwise caused by, directly or indirectly, or in any way related to: (i) any failure by the Operator to perform its obligations in accordance with the terms and conditions of its agreement; (ii) any other breach by the Operator of the terms and conditions of its agreement; (iii) the acts or omissions of the Operator, or any of its officers, directors, employees, agents, suppliers, business visitors, or guests, in, on, or about Airport property or in any way related to its agreement. Operator's indemnification obligations under its agreement (in whole or in part) shall not apply to a willful, reckless or gross negligent act of the Authority or the Airports or its officers, directors, employees, or agents. The Operator shall give the Authority prompt and timely notice of any claim made or proceeding instituted that in any way, directly or indirectly, contingently or otherwise, affects or might affect the Authority or the Airports and the Authority shall have the right to control, at the Operator's expense, the defense of such claim or proceeding to the extent of the Authority's own interest. Each Operator's indemnity and defense obligations shall survive the expiration or sooner termination of its agreement.

1. LAND

a. A Fixed Base Operator must lease property at the Airport directly from the Authority to comply with the provisions of these Standards.

b. A Specialized Aeronautical Service Operator, if required to lease property, may either lease such property directly from the Authority, the Airport, or sublease from another airport tenant, subject to approval by the Authority in accordance with the provisions of the applicable lease documents.

2. HANGARS AND OTHER BUILDINGS/TAXIWAYS

If required by these Standards, the Operator shall lease or construct a hangar for aircraft storage and shall lease or construct adequate buildings to accommodate offices and shops to support their activities on the Airport. In addition, at the Authority's sole discretion, each taxiway shall be designated for private or public use. Each private taxiway shall be for the sole use of the Tenant and will not be available to general users of the airport due to its location. Each private taxiway shall become part of the Tenants leasehold, and the Tenant shall be responsible for rent and general maintenance thereof. Each public taxiway shall be for the use of all users of the airport and shall not be impeded in any way by any Tenant. The public taxiways shall be maintained by the Airport. To the extent any taxiway is not expressly designated by the Authority as a private taxiway, it shall be deemed and treated as a public taxiway.

3. AIRCRAFT PARKING APRON

If required by these Standards, the Operator shall lease or construct paved aircraft parking apron within its leasehold premises with adequate dimensions and pavement design for the largest Aircraft Design Group (ADG) required by its aeronautical activity. The Operator shall provide any paved taxiways necessary for access to the Airport's taxiway system with adequate dimensions and load bearing for the Aircraft Design Group (ADG).

4. EQUIPMENT

- **a.** The equipment requirements specified in these Standards shall be deemed satisfied if the Operator owns, leases, or otherwise has sufficient access to the equipment needed to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on aircraft at the Airport. All equipment must be maintained in operating condition and good appearance. The equipment must be painted in a uniform manner with the company name and logo prominently displayed.
- **b.** An applicant under the Specialized Aviation Service Operator categories will be required to obtain a Service Provider Notification Form from each airline or a sponsor letter from each Landlord they will be contracted to naming the equipment to be furnished and including a statement from the airline that they concur that this is satisfactory to the airline.
- **c.** If required by the Authority's or the Airports Rules and Regulations, all vehicles operating at the Airport shall have required permits and registrations, including permits for operation on the Air Operations Area (AOA).
- **d.** All vehicles operating at the Airport shall be clearly designated with the name of the Operator on the vehicle.
- **e.** Operator shall provide an inventory of equipment and vehicles operating on the airport to the Aviation Authority on a quarterly basis.

5. PERSONNEL AND TRAINING

- **a.** All non-management personnel in the AOA shall be suitably uniformed with the name of the company prominently displayed. All personnel in the AOA shall properly display Airport issued SIDA badges at all times, if required.

i. An adequate number of qualified and, where applicable, licensed employees shall be on duty at all times to provide a level of service consistent with these Standards.

ii. At least one qualified supervisor shall be on duty when any aeronautical services are being performed.

iii. Multiple responsibilities may be assigned to personnel to meet the requirements set forth herein.

b. Each Operator shall establish a written training program to ensure that all employees are thoroughly trained and qualified to perform the tasks to which they are assigned. The training program shall be in accordance with the Authority's rules, regulations and policies and shall contain detailed instruction in proper operating procedures for each job classification, including, but not limited to, associated equipment to be utilized by the employee and area of the airport to which they are assigned.

6. CONTRACT SECURITY

a. The Authority reserves the right to require Operators to maintain a security deposit with the Authority. Such Contract Security, if applicable, shall be equal to: (i) the highest three (3) months' fees or other charges to be payable by the Operator to the Authority in connection with its operations under these Standards or (ii) $2,500, whichever is greater. The Operator shall, prior to commencing operations at the Airport, provide Authority with a cash deposit, contract bond, irrevocable letter of credit or other security acceptable to the Authority to guarantee the faithful performance by the Operator of its obligations under the Standards and its Permit Agreement or such other agreement with the Authority.

b. The Authority shall review the Contract Security periodically, and, based on the Operator's highest three (3) months of fees or other charges payable for the previous twelve (12) consecutive months, shall revise the amount to be in compliance with the requirements stated above.

7. INSURANCE REQUIREMENTS

Subject to existing agreements between the Authority and the Operator, if any, each prospective Operator shall demonstrate to the Authority's satisfaction evidence of its ability to acquire and maintain sufficient insurance coverage as set forth by the Authority for each particular type of commercial aeronautical activity and as provided below:

a. Applicable insurance, including comprehensive general liability insurance covering the Operator and the Authority and the Airport against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Operator's use and occupancy of Airport property or otherwise caused by the Operator's activities or operations, shall be in force during the period of any construction of the Operator's facilities and/or prior to the Operator's entry upon the Airport for the conduct of business. Each Operator shall also maintain fire, casualty, pollution liability, cyber liability, business interruption (in sufficient amounts to enable Operator to meet its rents and charges obligations), flood, and other appropriate types of coverage with insurers acceptable to the Authority, in such amounts as are acceptable to the Authority, including hazard and extended coverage for all leasehold improvements (including building, parking lot, and utilities), chattels, furniture, fixtures, machinery, and equipment located within the Operator's premises.

b. Each Operator shall furnish evidence of compliance with the applicable law with respect to worker's compensation and unemployment insurance. The insurance company or companies, writing the required policy, or policies, shall be qualified and licensed to transact business in the State of Florida.

c. All insurance that the Operator is required to carry and keep in force shall include the Authority (including without limitation, members of the Authority's Board, officers, agents, and employees) and the Airport, their respective officers, agents, and employees as named additional insured parties, as well as a waiver of subrogation in favor of the Authority and the Airport.

d. All special events to be held on Airport are required to submit a valid certificate of insurance for that event 14 calendar days prior to the event.

e. Each Operator shall furnish evidence of compliance with this requirement to the Authority with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than 10 days prior to any such changes, if the change results in a reduction of coverage, and not more than 5 days after such change if the change results in an increase in coverage.

Where more than one aeronautical service is proposed, the minimum limits will vary, depending on the nature of the individual services, but will not necessarily be cumulative in all instances.

8. AIRPORT SECURITY

If required by law, all Operators shall be required to comply with all applicable regulations of the Transportation Security Administration ("TSA") and of the Authority relating to Airport security, including those relating to access to the AOA, as such regulations may be in effect or changed from time to time. The Authority reserves the right to impose additional security measures based on threat vulnerability estimates at any time. The Authority reserves the right to require that principal officers of an Operator, regardless of the level of involvement in the actual operation of the business, and any employee, customer, contractor or sublessee of the Operator submit to a Security Threat Assessment (STA) and/or criminal history records check (CHRC), including fingerprinting, at the expense of Operator, dependent upon which area of the airfield or facility direct, unescorted access is required. Additionally, Operator is required to abide by the applicable provisions of the Airport Emergency Plan, including participation in the emergency planning process and exercises as may be required by each Airport.

9. PERMIT AGREEMENT

Except for FBOs and other tenants that have a long-term lease with the Authority, no applicant may provide an aeronautical service at the Airport until entering into a written Permit Agreement with the Authority. The Permit Agreement shall be in a form acceptable to the Authority, shall specify which types of aeronautical services the Operator is authorized to provide, and shall contain, without limitation, provisions for a fee payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards.

10. SUBCONTRACTING

a. A Fixed Base Operator or Major Manufacturer Service Center shall not subcontract any fueling services.

b. Generally, Specialized Aeronautical Service Operators may not subcontract any of the services they are authorized to provide without the prior written approval of the Aviation Authority. Exceptions are noted in the individual categories.

11. REQUIRED FEES AND PAYMENTS

The exact fees and payments will be determined based on the category of operator, the established airport rates, and charges, and shall be incorporated into the Permit Agreement, License, Lease, or sublease. In establishing a fee for an Operator under these Minimum Standards, the Authority may consider the individual Operator's impact on existing revenues of the Authority.

12. THROUGH-THE-FENCE ACTIVITIES PROHIBITED

Ground access onto Airport property by aircraft stored and serviced on adjacent property, known as "Through-the-Fence" activity, is strictly prohibited.

13. AIRCRAFT NOISE ABATEMENT

The Airport is interested in reducing noise impacts to residents who live within close proximity to the Airport. Consequently, the Airport has established voluntary noise abatement and mitigation measures. As applicable, and to the extent practicable, all aircraft and/or pilots utilizing the Airport are requested to honor said noise abatement and mitigation measures whenever possible.

14. RIGHT TO SELF-SERVICE

A person or entity with exclusive control of an aircraft or that person's employees may perform services (fueling, maintenance, repair, or cleaning) on that person's aircraft utilizing that person's vehicles, equipment, and resources (self-service). A person with exclusive control of an aircraft who engages in self-service activities may not perform services for others for compensation or hire. The right to engage in self-service activities is conditioned upon compliance with applicable regulatory measures. **The right to engage in self-service fueling requires a written agreement with the Authority to allow use of a portion of Authority property for self-service fuel**. This provision does not apply to a customer fueling his aircraft from an FBO owned self-fueling facility.

If the right to self-serve is not exercised by a person with exclusive control of the aircraft, the person is only permitted to have that aircraft fueled through the FBO or Manufacturer Major Service Center, and maintained, repaired, or otherwise serviced at the Airport by those operators authorized to engage in such commercial activities at the Airport under an agreement with the Authority.

15. NON-DISCRIMINATION

All Operators shall assure that they will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision obligates the Operator or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Provision obligates the Operator for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose

involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

16. COMPLIANCE WITH LAWS AND RULES AND REGULATIONS

All tenants and persons entering the Airport property agree to abide by and conform with all rules and regulations, laws, standards, requirements, and ordinances promulgated by the Federal Government, State of Florida, Brevard County, City of Titusville, and the Authority.

17. LICENSES, PERMITS AND CERTIFICATIONS

An Operator shall obtain, at its sole expense, all licenses, and governmental permits necessary for the conduct of the Operator's activities at the Airport and required by the Authority or any other duly authorized governmental agency having jurisdiction.

An Operator will not engage in any operations at the Airport prior to obtaining any certifications that may be required by the FAA. An Operator shall, at the request of the Executive Director, furnish the Authority with copies of these certifications and other documentation.

18. TAXES

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

19. HAZARDOUS MATERIALS

Operator shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and all Authority rules, regulations and requirements pertaining to the protection of the environment, including but not limited to those regulating the storage, handling, and disposal of waste materials. Further, during the term of any Permit, neither Operator nor any agent or party acting at the direction or with the consent of Operator shall treat, store, or dispose of any Hazardous Substance on the Airport without the prior written approval of the Authority.

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

20. SMOKING

Smoking is permitted in designated areas in accordance with Florida Statute Chapter 386, FAR 139.321 and the Authority policy.

21. ADVANCED AIR MOBILITY

The Authority is interested in accommodating advanced air mobility services at the Airport and that, at the time of issuance of these Minimum Standards, no specific regulations or FAA Advisory Circulars exist.

22. PUBLIC RECORDS

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

23. BUSINESS LICENSES

Each entity subject to these Minimum Standards shall acquire and provide evidence of a Business License to operate in the City of Titusville and/or Brevard County.

24. PROHIBITION ON OVERNIGHT STAYS/LODGING IN HANGARS

Unless expressly permitted by the Authority in writing, no hangar may be designed, configured and/or used for overnight stays and/or lodging of any kind, whether commercially or for any other purpose.

SECTION 4

MINIMUM STANDARDS

The following Aeronautical Service Operator Minimum Standards have been developed after consideration of the elements outlined in Section 3 with attention to their applicability at the Airports. The standards are grouped according to the specific type of activities to which they pertain. Any applicant desiring to provide these services at the Airport must meet or exceed the standards pertaining to that type of aeronautical service.

The standards set forth herein are the minimum which the Authority will require in agreements authorizing an entity to provide an aeronautical service at the Airport, and, unless specifically limited herein, do not preclude the applicant from seeking greater operating authority than the minimum required.

The Authority reserves the right to adjust and/or combine the square footage of building space or area required herein for each aeronautical service if more than one aeronautical service is to be provided by one entity.

SECTION 5

FIXED BASE OPERATOR

This section sets forth the minimum standards for a Fixed Base Operator (FBO) at the Airports.

STATEMENT OF CONCEPT

A Fixed Base Operator engages in and furnishes a full range of aeronautical activities and services to the public, which shall include, as a minimum, the following:

1. Fueling.

Fixed Base Operators are permitted to engage in the business of retail sales and into-plane dispensing of aviation fuels to aircraft on their leasehold area. Except as provided in the Major Manufacturing Center section, no other Operator shall be permitted to engage in this specific aeronautical business activity.

Subject to Authority approval, FBOs are permitted to provide "into-plane" or contract fueling at other areas on the airport. In addition, an FBO may provide contract fueling services to Airlines at the terminal gates provided they meet the requirements of Section 6 of these standards.

2. General Aviation Support Services.

An FBO is typically required to provide numerous support services to the flying public. These services include, but are not limited to: pilot lounges, conference rooms, flight planning areas, weather services, hangar storage, aircraft tie-down, ground handling, and the following services, which may be provided directly or through contractual resources, aircraft interior and exterior cleaning, catering, rental cars, limousine services, aircraft charter (FAR 135) and gratuitous passenger transportation.

3. Emergency Assistance.

The FBO is required to provide, either directly or through contracted resources, emergency services to disabled general aviation aircraft on the Airport. This includes recovery, towing or transporting disabled aircraft having a gross landing weight not in excess of 70,000 pounds to the Leased Premises at the request of the owner or operator of the disabled aircraft or Airport Operations.

4. Collection Agent.

When requested by the Authority, the FBO may act as the collection agent with respect to any landing fees which are applicable to general aviation aircraft using the Airport. All landing fees must be accurately reported pursuant to the Airports regular reporting requirements.

5. Other Services.

- **a.** The FBO may provide other specialized aeronautical services in its leasehold area not addressed in its Lease Agreement subject to the approval of the Aviation Authority. Such other services are reviewed and approved on a case-by-case basis.

b. The FBO may provide other specialized aeronautical services to Airlines at the terminal gates subject to the Aviation Authority's approval and provided they meet the requirements of these standards.

MINIMUM STANDARDS

1. Land

Must lease at least 5 acres of land to provide adequate space for: hangars and other buildings; paved private auto parking; paved aircraft apron; paved pedestrian walkways; and all storage, servicing utilities and support facilities. If 5 acres are not available, the leasehold will presume a 5 acre rentable space and the rental rate will be for a minimum of 5 acres.

2. Hangars and Other Buildings.

a. Must provide a hangar with a minimum of 10,000 square feet for aircraft storage. The hangar door width shall be at least 125' and the

b. Clear door height shall be at least 28'. The hangar must be capable of storing multiple aircraft, unless this requirement is waived by the Airport.

c. In addition to the hangar, a minimum of 5,000 square feet of lounge, offices, flight planning facilities, pilot waiting areas, public restrooms and telephone facilities must be leased or constructed. If the Operator in this category elects to provide Aircraft Maintenance Services, either directly or through a contract with an approved sublessee, then an additional minimum of 3,000 square feet of shops and spare parts storage shall be constructed or leased.

3. Aircraft Parking Apron.

The aircraft parking apron must be contiguous to the FBO location and a minimum of 217,800 square feet (5 acres). Operator must provide sufficient space for multiple aircraft to be parked with adequate space for movement of aircraft. The final decision on adequate space will be made by the Airport Authority.

4. Storage of Fuels.

The FBO shall provide for an adequate supply of aviation fuels either in owned or leased fuel storage tanks on the leased premises or stored in the Airport Tank Farm. All fuels shall be stored and dispensed in accordance with NFPA and local fire codes.

5. Mobile Dispensing Equipment.

a. The FBO shall provide metered filter-equipped mobile dispensing trucks for dispensing aviation fuels, with separate dispensing pumps and meters required for each type of fuel.

b. At least one of the mobile dispensing trucks must be used for turbine fuel with each having a minimum capacity of at least 5,000 gallons.

c. The remaining mobile dispensing truck shall be for aviation gasoline with a capacity of at least 500 gallons**.**

d. All dispensers must have bottom-refilling capabilities and turbine fuel dispensers must have single point refueling capabilities.

e. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection.

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

6. Aircraft Service Equipment.

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

7. Hours of Operation.

a. All FBOs shall provide aircraft fueling and line services on an on call basis twenty-four (24) hours daily, every day, including holidays or during such other hours as may be mutually agreed upon in writing by the Authority and FBO. The FBO must be able to respond to calls within 30 minutes.

8. Personnel and Training.

a. Line Service: There must be sufficient fully trained and qualified fuel service personnel shall be on duty at all times while the facility is open for business to accommodate all business needs. A responsible and qualified supervisor should be available at all times.

b. Maintenance: Sufficient FAA-licensed aircraft mechanic(s) shall be made available promptly upon request. The FBO can meet this requirement by contracting with a Specialized Aeronautical Service Operator authorized to conduct Aircraft Maintenance at the Airport.

c. All fuel and line service personnel shall be suitably uniformed with the name of the company prominently displayed and properly badged for access to the airfield.

d. There shall be at least one person on call 24 hours per day, seven days a week to act as supervisor, customer service representative, ramp attendant, landing/parking fee collector and dispatcher for General Aviation activity. Response time is within 30 minutes.

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

9. Lease Agreement

An FBO Lease Agreement, properly executed by the Aviation Authority and the FBO, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon.

10. Required Fees and Payments

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

SECTION 6

AIRLINE FUELER

The Authority owns above ground fuel tanks at the Airports.

The FBO at Space Coast owns and operates three above ground fuel tanks which are subject to the provisions enumerated in Section Five herein.

Each Operator permitted to do self-fueling with mobile fueling equipment shall pay fuel flowage fees in the same amount as those entities providing fuel from fixed facilities.

SECTION 7

SPECIALIZED AERONAUTICAL SERVICE OPERATOR AIRLINE LINE MAINTENANCE

RESERVED

STATEMENT OF CONCEPT

An Aircraft Line Maintenance Operator is a person, firm, corporation, or other entity that provides routine and non-routine line maintenance, including inflight entertainment maintenance, in accordance with an Airline's instructions and procedures. These Operators are mobile and often provide their services from a step van that is a well-equipped mobile workshop.

SECTION 8

SPECIALIZED AERONAUTICAL SERVICE OPERATOR MANUFACTURER MAJOR SERVICE CENTER

STATEMENT OF CONCEPT

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

MINIMUM STANDARDS

1. Land

The Operator shall lease enough land to provide space for all buildings and support facilities; paved private auto parking; paved aircraft apron (if required); a paved taxiway connecting to the airport taxiway system (if needed); a paved pedestrian walkway; all storage facilities.

2. Hangars and Shops

The Operator shall lease or construct a hangar including shop facilities of at least 10,000 square feet to conduct its business, unless the Station intends to store and dispense fuel in which case it shall meet the requirements set forth below in 5(f).

3. Aircraft Apron

The Operator shall lease or construct at least 10,000 square feet of paved aircraft parking and storage area to support its activities.

4. Aircraft Service Equipment

- **a.** The Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories required to support their contract customers.
- **b.** If the Operator is involved with moving aircraft, they shall have, or lease, at least one aircraft tug of sufficient power or braking weight to handle any Airline aircraft that the operator is permitted to service under the operator's FAA certificate.
- **c.** All of the tools and equipment required under the Operator's FAA certificate.

5. Minimum Standards for an Aircraft Repair Station Storing and Dispensing Fuel

- **a.** The Operator may store aviation (jet) fuel either in owned or leased fuel storage tanks on the leased premises for the sole purpose of fueling aircraft manufactured by the Operator.
- **b.** The Operator may dispense aviation (jet) fuel into the aircraft manufactured by the Operator only when the aircraft has undergone maintenance service or repair at the Operator's repair station facility on the Airport. There must be a maintenance or repair record associated with each aircraft fueled. Operator may not solicit or promote fuel sales.
- **c.** The operator shall dispense fuel from one or more of the Authority approved fixed metered dispensing facility. Other than defueling that shall occur outside of any hangar, no mobile fuel dispensing equipment shall be permitted for use by the Operator.
- **d.** All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection.
- **e.** All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.
- **f.** The Operator must provide a hangar with a minimum of 100,000 square feet for aircraft storage. The hangar door width and height shall be sufficient for the Operator to accommodate the fleet of aircraft it will service. This is not in addition to the requirement set forth in Section 8.2.

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

h. All fuel service personnel shall be suitably uniformed with the name of the company prominently displayed and appropriately badged for access to the airfield.

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

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

6. Hours of Operation

a. The Leased Premises shall be open and services available at least eight (8) hours a day, five (5) days a week.

b. The Operator shall provide for services during off-hours through an "on-call" system.

7. Personnel and Training

a. The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet these Minimum Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or an aircraft inspector rating, plus one (1) additional person not necessarily rated.

b. The Operator shall maintain during business hours, a responsible person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.

c. All employees will be in uniform with the name of the company prominently displayed.

8. Lease Agreement

a. Each Operator shall execute a Lease Agreement with the Authority which shall specify which types of aeronautical services the Operator is authorized to provide, and shall contain, without limitation, provisions for fees payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the Authority.

9. Required Fees and Payments

The exact fees and payments will be determined on an individual basis and incorporated into the Lease Agreement.

SECTION 9

SPECIALIZED AERONAUTICAL SERVICE OPERATOR
RAMP SERVICES

STATEMENT OF CONCEPT

A Ramp Services Operator, also known as a ground handler, is a person, firm, corporation, or other entity that engages in providing "above and below the wing" services to airlines at the terminal gates. The actual services to be provided will vary from airline to airline. The list below is not intended to be all-inclusive and is provided as an example of the types of services that are typical of this category. These services may be provided at Airport by an FBO.

- Aircraft Marshalling and Parking
- Ramp to Flight Deck Communication
- Loading and Unloading of Passengers or Baggage
- Starting of Aircraft
- Moving of Aircraft
- Exterior Cleaning
- Interior Cleaning
- Lavatory Service
- Potable Water Service
- Cooling and Heating
- Cabin Equipment and Inflight Entertainment Material
- Storage of Cabin Material
- Flight Operations and Crew Administration
- Baggage Handling
- Trash Removal
- International Trash Removal
- Cargo

MINIMUM STANDARDS

1. Facilities

a. A Ramp Services Operator shall lease space to provide for storage of ramp equipment and any and all equipment required to provide the service when it is not in use.

2. Equipment

A Ramp Services Operator shall maintain equipment in sufficient quantities and type to provide the services desired by the airline and to service all aircraft used by an airline at the airport. A Ramp Services Operator shall be required to provide and keep current with the Authority a list of GSE Equipment it owns on Airport property

3. Hours of Operation

A Ramp Services Operator shall have services available as required by the airline.

4. **Personnel**
    - **a.** One General Manager, with appropriate experience, on duty during regular business hours. At least one Supervisor, with appropriate experience, on duty when customer's aircraft is on the ground. Additionally, the Ramp Services Operator shall provide sufficient personnel to provide the required services on demand without causing any flight delays or other operational impacts on flight operations at Airport.
    - **b.** All personnel shall be properly uniformed with the company name prominently displayed.

5. **Permit Agreement**
    - **a.** Each Operator shall execute a Permit Agreement with the Authority and provide the Authority with all necessary documents and deposits as outlined in the Permit Agreement.
    - **b.** Each Operator shall provide the Authority, with a list of each airline it intends to serve at Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. **Required Fees and Payments**

As specified in the Permit Agreement.

SECTION 10

SPECIALIZED AERONAUTICAL SERVICE OPERATOR PASSENGER SERVICES

STATEMENT OF CONCEPT

The following services at presently not available at Airport. However, these Minimum Standards will apply to any Operator intending to provide these Service.

Passenger Services are those activities that may be subcontracted by an Airline to a firm specializing in these activities to assist their arriving and departing passengers. Typical activities to include the following:

1. **Representation and Accommodation**
    - **a.** If required, arrange guarantee or bond to facilitate the Airline's activities.
    - **b.** Liaise with local authorities.
    - **c.** Indicate that the Operator is acting as an agent for the Airline.
    - **d.** Inform all interested parties concerning movements of the Airline's aircraft.
    - **e.** Effect payment, on behalf of the Airline.
2. **General Services**
    - **a.** Inform passengers and/or public about time of arrival and/or departure of Airline's aircraft and surface transport.
    - **b.** Make arrangements for stopover, transfer and transit passengers and their baggage and inform them about services available at the airport.

c. Provide or arrange for special equipment, facilities and specially trained personnel for assistance to:
  i. Unaccompanied minors
  ii. Disabled passengers
  iii. VIPs
  iv. Transit without visa passengers (TWOVs)
  v. Deportees
  vi. Others

d. Take care of passengers when flights are interrupted, delayed, or cancelled according to instructions given by the Airline. If instructions do not exist, deal with such cases according to the practice of the airline's governing tariffs.

e. If applicable, arrange storage of baggage in the Custom's bonded store.

f. Notify the Airline of complaints and claims made by the Airline's clients and process such claims, as mutually agreed.

g. Handle lost, found, or damaged property matters and storage as mutually agreed.

h. Report to the Airline any irregularities discovered in passenger and baggage handling.

i. Arrange for:
  i. Check-in position(s)
  ii. Service counter(s)/desk(s) for other purposes
  iii. Lounge facilities

k. Provide or arrange for personnel and/or facilities for porter or skycap services. Porter or skycap services may be subcontracted to a firm that specializes in these activities.

l. If applicable, utilize biometric screening as required for international flights.

3. <u>Arrival/Departure Services</u>

a. Passenger ticketing and seat assignments.

b. Baggage tagging.

c. Boarding information and ticket lift.

d. Supervision of passengers while on the ramp.

e. Passenger supervision for Border Protection and U.S. Customs Service.

f. Supervision and responsibility for tour operators who may be present.

g. Posting for the public the flight number and the name of the airline for each flight handled by the operator.

h. Other passenger services as may be approved by the Authority.

i. Direct passengers from aircraft (through controls, if required) to connecting flights or to the landside terminal baggage claim area.

j. Compliance with all FAA or TSA Security Directives.

k. Effectively and efficiently manage passenger queues.

MINIMUM STANDARDS

1. <u>Facilities</u>

a. Have access to the ticket counters.

b. Lease or sublease office space for supervisory and support personnel

c. Shall have access to the Authority loading bridges and received training from the airline or provide how Operator trains its staff on the operation of this equipment.

d. Shall have access to an Authority approved baggage make-up and claim area.
e. Shall lease a designated area for lost and damaged baggage. Airline leased space or space leased by a baggage delivery service may be used to meet this requirement.

2. Equipment

This Operator shall have the usual and typical equipment, either owned or leased, for providing the services necessary to the airline.

3. Hours of Operation

This Operator shall have services available as required by the airline and the capability to handle early or late flight operations as directed by either the airline or the Authority.

4. Personnel and Training

a. While providing passenger-handling services, the operator shall have at least one supervisor on duty, with a minimum of one-year experience. Additionally, the Operator shall provide sufficient personnel to provide the required services on demand without causing any flight delays or other operational impacts on flight operations at Airport.
b. Employees engaged in passenger handling shall be trained in and familiar with:
  i. Passenger ticketing and check-in services.
  ii. Border Protection and U.S. Customs rules and procedures.
  iii. Airports ground transportation system and the services available for persons with disabilities.
  iv. Such employees shall possess the appropriate foreign language capability for foreign flights being handled.
  v. Common Use Terminal Equipment (CUTE)
  vi. Security requirements as required by the TSA, Carrier, or Authority
  vii. Other as required by the Airline
c. All personnel shall be uniformed with the company name prominently displayed.

5. Permit Agreement

a. Each Operator shall provide a letter of introduction from each airline it is planning to service and shall execute a Permit Agreement with the Authority and provide the Authority with all necessary documents and deposits as outlined in the Permit Agreement.
b. Each Operator shall provide the Authority, with a list of each airline it intends to serve at Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. Required Fees and Payments

As specified in the Permit Agreement.

SECTION 11

SPECIALIZED AERONAUTICAL SERVICE OPERATOR
AIR CARGO SERVICES

An Air Cargo Services Operator may provide either or both of the following types of air cargo services:

1. Air Cargo Handler

An Air Cargo Handler is a person(s), firm(s) or corporation(s) engaged in the business of loading or unloading air cargo at the non-terminal locations as designated. An owner or operator of an aircraft that uses its own employees to load or unload air cargo on or off such aircraft shall not be considered an Air Cargo Handler as defined herein.

2. Cargo Warehouse Operator

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

MINIMUM STANDARDS

1. Facilities

- **a.** The Air Cargo Handler must lease or sublease adequate space and facilities at the Airport to store its equipment, to operate its business, and to accommodate its employee parking requirements.
- **b.** The Cargo Warehouse Operator must lease or sublease adequate combined warehouse and office space at the Airport plus adequate space to store equipment to operate its business and to accommodate its employee parking requirements. An Operator in this category may satisfy this requirement if it has a written agreement with an airline under which the Operator has the right to use adequate space as required under these standards to provide its services to a third party from the airline's space. This agreement must be approved by the Authority.

2. Equipment

The Air Cargo Handler must have the use of sufficient and appropriate equipment to serve the customer's aircraft as required by the customer. The list provided by the customer shall be provided to the Authority with the application. The Cargo Warehouse Operator must have the use of the following minimum equipment:

- **a.** One floor scale certified by the State of Florida in accordance with applicable legal requirements

b. One forklift, having a minimum 4,000 lb. rating, LP gas or electric with pneumatic tires or equivalent

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

3. Hours of Operation

Shall have services available as required by customers.

4. Personnel and Training

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

5. Permit or Lease Agreement

a. Each Operator shall execute a Permit Agreement or Lease Agreement with the Authority and provide the Authority with all the necessary documents and deposits as outlined in the Permit Agreement.

b. Each Operator shall provide the Authority, with a list of each airline it intends to serve at Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. Required Fees and Payments

As specified in the Permit Agreement or Lease Agreement, as applicable.

SECTION 12

AIRCRAFT GROUND SERVICE EQUIPMENT (GSE) MAINTENANCE STATEMENT OF CONCEPT

This Specialized Aeronautical Service Operator maintains aircraft ground support equipment for tenants at the Airport. This category includes GSE rental services to airlines and other specialized Aeronautical Service Operator such as ramp services or line maintenance services. Tenants performing any vehicle maintenance must comply with these minimum standards in order to operate from any facilities located on the Airport. All work shall be performed in properly equipped shops with trained mechanics.

MINIMUM STANDARDS

1. Facilities

a. The facility shall be structurally suitable and code compliant with appropriate fire separation per current City of Titusville Fire and Building Code.

b. Fire protection and detection equipment shall be maintained in good working order and shall be inspected and tested in compliance with applicable codes.

c. Floors shall be kept clean and free of oil and grease. Only environmentally friendly water solutions or detergents, floor-sweeping compounds, and grease absorbents shall be used for cleaning floors.

d. Sufficient amounts of oil absorbent shall be on hand to control any type of hazardous materials spill. Employees will be trained on proper procedures for deploying and cleaning up such a spill.

e. All floor drains shall be equipped with an oil/water separator maintained according to the City of Titusville Ordinance. The Operator is required to protect any oil/water separator equipped with floor drains to minimize any contaminants from entering the wastewater system.

f. Any welding, cutting, or other "hot work" shall be done only in those areas approved by the Authority. These areas must be kept free of all combustibles. All equipment shall be in good working order and approved fire extinguishers shall be available in accordance with the applicable Fire Code.

g. Generally, all maintenance activities shall be done within the GSE facility located on the GSE Operator's leased periodic Light Repairs, as defined in this Standard, done elsewhere on the GSE Operator's leased premises, provided all appropriate safety measures and spill containment requirements are met. Any maintenance, with a few exceptions, on a terminal gate or anywhere on the Airside is strictly prohibited. Typical emergency maintenance, which might be allowed is:

- Changing a flat tire (i.e., immediately exchanging a flat tire and wheel for a new replacement). Equipment shall not be jacked up and the wheel and tire must be removed and taken back to the shop for repairs.
- Changing fan or accessory belts, provided this can be done without jacking the vehicle up and within 20 minutes.

Any emergency maintenance in the terminal areas should be coordinated through Airfield Operations on a case-by-case basis.

Maintenance that is strictly forbidden in a gate area includes: any oil and filter changes, welding, and other hazardous operations.

h. Any vehicle washing shall be done in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP) for the facility and best management practices (BMP). If you are in doubt about the correct methods, contact the Authority for guidance.

i. All GSE facilities shall comply with the Authority policies, local, state, and federal law. If there is a conflict between the Authority policy and the City of Titusville Code, the City Code shall prevail.

j. Painting – Vehicle touch up painting, within the limits defined by EPA, is allowed provided it meets all other criteria. Painting of entire vehicles will only be allowed in a properly designed and ventilated paint booth.

k. Smoking is permitted in designated areas in accordance with Florida Statute Chapter 386, FAR 139.321 and the Authority policy.

l. Vehicle Parking – All vehicles shall be parked in an orderly fashion in properly striped and designated areas.

2. Material Storage

- **a.** Material storage must be kept in a neat and orderly fashion. Trash should be removed on a daily basis or as necessary so as to not accumulate. Tools and maintenance materials should not be left lying around the floor space. At no time, shall any item be placed in a position that would impede the emergency egress from the facility. All storage shall comply with all applicable codes.
- **b.** Any flammables, combustibles, or other hazardous materials shall be stored in approved containers in a properly identified and designated location within the building away from occupied areas. This area shall also be clearly marked on the floor and with overhead signage.
- **c.** All Hazardous Waste will be stored in approved containers and disposed of properly according to the Federal Resource Conservation and Recovery Act (RCRA).
- **d.** Material Safety Data Sheets (MSDS) of all hazardous materials are to be kept on site, both on the interior and exterior of the premises, and shall have identifying markers indicating the chemical, quantity stored on site and location. All MSDS shall be kept current and readily available to provide in an emergency or inspection.
- **e.** Liquids shall be stored in approved closed containers compliant with all applicable codes. Bulk quantities of liquids should be stored in a safe location on the outside of the building in a manner and location approved by the Authority.
- **f.** Any pressurized cylinders, not currently being be used, shall be secured, and stored in compliance with all applicable codes. Large quantities of cylinders should be stored in a safe location on the outside of the building in a manner and location approved by the Authority.
- **g.** Approved metal receptacles with self-closing covers shall be utilized for the storage or disposal of oil-soaked waste or cloths.
- **h.** Combustible rubbish shall be placed in approved covered receptacles until removed to a safe place for disposal. Contents shall be removed on a daily basis.
- **i.** Material storage outside of the facility should be maintained in a clean and neat fashion and shall be away from areas of emergency exits or fire protection devices. Stored items shall be secured at all times so as to not pose a hazard to aircraft or vehicles.

3. Equipment

This Operator shall have the usual and typical equipment and trade fixtures, either owned or leased, for providing the services necessary to the tenant.

- **a.** Any Operator needing to store equipment shall do so either on their leased premises or off-premises on Authority-owned apron. The Operator shall be required to enter into a lease for the off-premises storage area with the Authority at the prevailing rate per square foot.
- **b.** Disabled Equipment – The Operator shall have the means, either for itself or through a contract with a towing firm that can respond within the specified times, to remove disabled equipment from the operational areas of the airport within the times set below:
  - **i.** Ramp or Gate Areas – Any disabled equipment shall immediately be removed from the area.
  - **ii.** Service Roads – Disabled equipment shall be removed within 30 minutes. If the Authority has to remove any vehicles because of non-responsiveness on the part

of any Operator, the Authority shall bill the Operator pursuant to the then current Airport Operations policy regarding removal of disabled and derelict equipment.

c. Unserviceable equipment storage is not allowed and shall be removed from the Operator's premises within thirty (30) days. Equipment waiting on parts shall also be repaired within thirty (30) days or be removed off Airport for storage.

d. The Authority reviews these Standards on a frequent basis and reserves the right to amend the minimum equipment requirement if, in its sole discretion, it determines that having the additional equipment is in the best interests and safety of the tenants.

4. Hours of Operation

The Operator shall provide services during such hours as required by the customer.

5. Personnel and Training

a. The Operator shall have at least one supervisor on duty at all times with a minimum of one-year experience.

b. All personnel shall be uniformed with the company name prominently displayed.

c. Employees shall be trained on a regular basis on the operation of fire protection equipment and emergency procedures. This would include knowing where emergency contact information is stored and how to report a fire or environmental emergency.

d. An authorized employee or other designated properly trained person shall make a daily inspection of the facility and shall be responsible for the prompt removal or repair of any hazardous condition, including proper maintenance and safety devices and the immediate removal or proper storage of accumulations of combustible materials.

e. All employees will be trained on proper procedures for handling and cleaning up any hazardous wastes.

f. Training records shall be maintained on-site and be available for inspection upon reasonable notification.

6. Inspection

The facility may be inspected at any time for compliance to this standard or any other applicable codes by the Authority or other code compliance entities.

7. Permit Agreement

a. The Operator must have a fully executed and approved Permit Agreement with the Authority and provide the Authority with all necessary documents, deposits and fees as outlined in the Permit Agreement or in these Standards before entering into a lease for space on the Airport.

b. Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at each Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

8. Required Fees and Payments

As specified in the Permit Agreement.

9. Enforcement

Any Operator found violating any of these minimum standards shall be required to correct the deficiency within 15 days of being notified by the Authority. If the violation is not corrected, the Operator's Permit Agreement and security media (if any) will be canceled, and they will lose the privilege of working at the Airport.

10. Definitions

a. Light Repairs: fluids and filter changes, lubrication, inspection, and similar minor automotive maintenance work. Examples of minor repairs would be:

- Engine tune-ups
- Brake system repairs
- Small component change outs
- Tire repair and rotations
- Paint touch up

SECTION 13

SPECIALIZED AERONAUTICAL SERVICE OPERATOR NON-COMMERCIAL HANGAR

STATEMENT OF CONCEPT

This section provides guidance for those individuals that desire to lease property directly from the Authority to construct a hangar for the storage of their own aircraft. The following minimum operating standards shall apply:

MINIMUM STANDARDS

1. Land

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

2. Hangar

A hangar shall be constructed which will provide adequate aircraft storage space for the aircraft proposed to be stored. Any additional space for offices, storage and restroom facilities must meet all applicable City of Titusville Code requirements. The aircraft parking apron shall be equal to the floor area of the proposed hangar.

3. Permitted Uses

Lessee shall use the leased premises solely for storage and servicing of their own aircraft. No commercial activity of any kind shall be permitted on the premises unless authorized in the lease agreement with the Authority. Lessee shall not sell, barter, trade, share or in any other manner provide hangar space to any other airport tenant or user, or to any other aircraft except those aircraft owned or leased for the exclusive use of the tenant unless expressly approved in writing by the Authority. Hangar, office, shop, or ramp space may be shared, subleased, or used by others with the approval of the Authority. Lessee shall not exercise any other rights or privileges reserved to Fixed Base Operators or Specialized Aeronautical Service Operators at the Airport under these Minimum Standards.

4. Specific Use of Premises Conditions

- **a.** Aircraft based and serviced upon the premises shall be directly owned by, or exclusively leased in writing for a minimum period of six (6) months to the tenant. No aircraft owned, leased, borrowed, or otherwise used by employees of the tenant shall be permitted on the premises unless approved in writing by the Authority.
- **b.** All maintenance and service work conducted on the premises and performed on the tenant's aircraft shall be performed only by direct, full-time permanent employees of the tenant, or by any FBO or SASO based upon the Airport which have written agreements with the Authority authorizing such Operators to conduct said activities.
- **c.** A tenant must be a person, individual, firm, company, corporation, partnership, or a joint venture which has substance under State Law and a specific legal identity and corporate purpose as registered with the Secretary of State in such tenant's state of corporate residence. Said corporate purposes shall not in any way, shape or form be related to the use, ownership, maintenance or operation of aircraft or hangar activities, or to any commercial aviation activity or enterprise. The use and ownership of a tenant's aircraft must be incidental, and not relative to, the corporate purpose of the tenant.
- **d.** The following operations are defined as hazardous and are specifically not allowed on the premises:
  i. Fuel Transfer (other than refueling of aircraft by an FBO)
  ii. Welding
  iii. Torch cutting
  iv. Torch soldering
  v. Doping
  vi. Spray Painting

SECTION 14

SPECIALIZED AERONAUTICAL SERVICE OPERATOR AIR CHARTER OR TAXI

STATEMENT OF CONCEPT

An On Demand, or Scheduled Air Charter or Air Taxi ("Charter Operator") engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled basis under CFR 14 Part 135 of the Federal Aviation Regulations.

MINIMUM STANDARDS

1. Land

The Charter Operator shall lease at least one-half (.5) acre of Land to provide space for the following:

- **a.** Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA
- **b.** Hangars and other buildings
- **c.** Paved and lighted aircraft apron
- **d.** Paved and lighted private vehicle parking
- **e.** Public access to a designated area of the site
- **f.** Paved pedestrian walkways
- **g.** Storage, public restrooms, and support facilities

2. Hangars and Other Buildings

At a minimum, the Charter Operator shall lease or construct 6,000 square feet of contiguous hangar and building improvements. The Charter Operator's facilities are to provide at least 4,000 square feet of hangar space for aircraft storage. The Charter Operator will also provide sufficient lighted and heated building area for combined offices, support space, pilot lounge, and public lounge with waiting room, pilot briefing room, and public restrooms to accommodate its operations. In addition, suitable facilities shall also be provided to support the extent of Charter Operator's self-handling.

3. Aircraft Apron

At least 15,000 square feet of paved and lighted aircraft parking apron shall be provided by the Charter Operator within its leasehold to support aircraft tie down spaces, movement, and parking, exclusively for its charter aircraft. The rental of ramp or tie-down spaces is not approved for this category.

4. Vehicle Parking

The Charter Operator will provide within its leasehold sufficient paved spaces as approved by the Airport and meeting current local building code. No on-street parking will be permitted. The parking lot shall include security lighting.

5. Taxiway Access

The Charter Operator shall provide at its own expense, paved access from its facilities to the Airport's taxiway system. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the Charter Operator's facilities.

6. Aircraft Equipment

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

7. Lease Agreement

- **a.** Each Charter Operator shall execute a lease or permit agreement with the Authority and a sublease with an FBO that is approved by the Authority and shall provide the Authority with all the necessary documents and deposits as outlined in the permit agreement.
- **b.** The requirements of subparagraphs "1" through "5" above may be satisfied by Charter Operator's sublease of facilities from an FBO. Because of operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Charter Operator was to lease directly from the Authority and construct a new facility.
- **c.** Each Charter Operator shall provide the Authority with a signed copy of all agreements or contracts with Commercial customer(s) and FBO(s) currently serving the Airport.
- **d.** Each Charter Operator shall advise the Authority within five (5) working days of any changes in their agreement(s) or contract(s) with any Commercial customer and/or FBO(s).

8. Permit Agreement

The Charter Operator must have a Permit Agreement with and provide the Authority with all necessary documents, deposits and fees as outlined in the Permit Agreement or in these Standards before entering a lease for space on the Airport.

9. Hours of Operation

The Charter Operator shall have leased premises and services available through a twenty- four (24) hour contact telephone number.

10. Personnel

The Charter Operator shall have in its employ and on duty during the appropriate business hours trained personnel in such numbers as required to work in a safe and efficient manner with FAA certified commercial pilot(s) appropriately rated to permit the flight activities offered by the company.

11. Safety Regulations

The Charter Operator shall conduct all activities in accordance with the National Fire Protection Association and other applicable governmental safety regulations.

12. Required Fees & Payments

As specified in the Permit or Lease Agreement with the Authority, as applicable..

SECTION 15

SPECIALIZED AERONAUTICAL SERVICE OPERATOR AIRCRAFT MAINTENANCE FACILITY

STATEMENT OF CONCEPT

An Aircraft Maintenance Facility Operator ("Maintenance Operator") is a person, firm, corporation or other entity providing maintenance, repair, rebuilding, alteration or inspection of an aircraft or any of its component parts. A Maintenance Operator must provide certified A&P/AI personnel certified by the Federal Aviation Administration under FAR 65 to perform aircraft maintenance and inspection services. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

MINIMUM STANDARDS

1. Land

The Maintenance Operator shall lease land directly from the Authority or from an FBO to provide space for all buildings and support facilities proposed by the Maintenance Operator; paved private auto parking; paved aircraft apron (if required); a paved taxiway connecting to the airport taxiway system (if needed); a paved pedestrian walkway; and all storage facilities.

2. Hangars and Shops

The Maintenance Operator shall lease or construct a hangar including shop facilities of at least 7,000 square feet to conduct its business.

3. Aircraft Apron

The Maintenance Operator shall lease or construct at least 14,000 square feet of paved aircraft parking and storage area to support its activities.

4. Aircraft Service Equipment

- **a.** The Maintenance Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories required to support their contract customers. This may be satisfied by a Just in Time Contract with a parts supplier.
- **b.** If the Maintenance Operator is involved with moving aircraft, they shall have, or lease, at least one aircraft tug of sufficient power or braking weight to handle any aircraft the Maintenance Operator is permitted to service under its FAA certificate.

5. Hours of Operation

- **a.** The Maintenance Operator shall be open and services available at least eight (8) hours a day, five (5) days a week.
- **b.** The Maintenance Operator shall provide for services during off-hours through an "on-call" system with a reasonable response time.

6. Personnel and Training

- **a.** The Maintenance Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet these Minimum Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating, plus one (1) additional person not necessarily rated.
- **b.** The Maintenance Operator shall maintain during business hours a responsible person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Maintenance Operator.
- **c.** All employees will be in uniform with the name of the company prominently displayed.

7. Lease Agreement

- **a.** The Maintenance Operator shall execute a lease or permit agreement with the Authority and sublease with an FBO approved by the Authority which shall specify which types of aeronautical services the Operator is authorized to provide, and shall contain, if applicable, provisions for fees payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the Authority.
- **b.** The requirements of 1-3 above may be satisfied by an approved sublease of space with an FBO to provide the service.
- **c.** Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at the Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list

8. Required Fees and Payments

As specified in the Permit or Lease agreement with the Authority, as applicable

SECTION 16

MOBILE AIRCRAFT REPAIR AND MAINTENANCE SERVICES

STATEMENT OF CONCEPT

A mobile Aircraft Repair and Maintenance Services Operator ("Mobile Repair Operator") means a person providing one or more of the following services at the aircraft-based location: airframe, engine, or accessory overhaul; repair services on aircraft; and sales of aircraft parts and accessories. A Mobile Repair Operator must provide A&P/AI personnel certified by the Federal Aviation Administration under FAR 65 to perform aircraft maintenance and inspection services. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right. This category is being included to ensure that customers of the FBO, to the extent approved by the FBO and the Authority, have the ability to choose the entity to conduct maintenance on their aircraft. This category specifically excludes warranty maintenance operations provided by or on behalf of an Original Equipment Manufacturer or Aircraft on Ground situation.

MINIMUM STANDARDS

1. Land

The Mobile Repair Operator is not required to lease any land from an FBO or the Authority but must have an executed agreement with an FBO for access to the leasehold where the aircraft is based. As this category is to provide customer service to the based aircraft, all operations under this category shall occur on the FBO where the aircraft is based.

2. Hangar and Shops

The Mobile Repair Operator is not required to lease any hangar space but must have an executed agreement with an FBO for use of hangar space for maintenance purposes.

3. Aircraft Apron

The Mobile Repair Operator is not required to lease any aircraft apron but must have an executed agreement with an FBO for use of apron for maintenance purposes to support its activities.

4. Aircraft Service Equipment

- **a.** The Mobile Repair Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories required to support their contract customers. This may be satisfied by a Just in Time Contract with parts supplier.
- **b.** If the Mobile Repair Operator is involved with moving aircraft, they shall have, or lease, at least one aircraft tug of sufficient power or braking weight to handle any aircraft the Maintenance Operator is permitted to service under its FAA certificate.

5. Hours of Operation

- **a.** The Mobile Repair Operator shall be "on-call" with a reasonable response time to the Airport.

6. Personnel and Training

- **a.** The Mobile Repair Operator shall have in its employ, and on duty during operating hours, trained personnel in such numbers as are required to meet these Minimum Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating.
- **b.** The Mobile Repair Operator shall maintain during operating hours a responsible person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Maintenance Operator. This person may be located off-site.
- **c.** All employees will be in uniform with the name of the company prominently displayed.

7. Permit Agreement

- **a.** The Mobile Repair Operator shall execute a permit agreement with the Authority and a vendor agreement with an FBO approved by the Authority which shall specify which types of aeronautical services the Mobile Repair Operator is authorized to provide, and shall contain, if applicable, provisions for fees payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of

contract security as required in these Standards acceptable to the Authority. The Mobile Repair Operator shall provide the Authority with its vendor agreement with the FBO together with its Permit application under these Minimum Standards.

b. Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at the Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

8. Required Fees and Payments

As specified in the Permit or Lease Agreement with the Authority, as applicable.

9. Limitation on Mobile Repair Operator Services

The following limitations apply to Mobile Repair Operators:

a. Mobile Repair Operators shall not advertise that they are based at the Airport

SECTION 17

GENERAL AVIATION AIRCRAFT CLEANING, WASHING AND DETAILING

STATEMENT OF CONCEPT

General Aviation Aircraft Cleaning, Washing and Detailing ("ACWD") is a for profit corporation which provides aircraft cleaning, washing, and detailing at set rates for general aviation aircraft. This activity is likely to occur on any area typically used for General Aviation activities.

MINIMUM STANDARDS

1. Land

The ACWD may lease directly from the Authority or from an FBO sufficient land to provide space for the needs of the ACWD based on the size of its operation.

2. Hangars

The ACWD may lease hangar space directly from the Authority or from an FBO, but no minimum is required.

3. Hours of Operation

The ACWD's hours of operation shall be appropriate for its activities and clients.

4. Personnel

The ACWD shall have in its employ at least one (1) manager who is onsite when work is being conducted and who is available via telephone or electronic means during normal business hours.

5. Permit Agreement

a. The ACWD shall execute a permit agreement with the Authority and shall contain, if applicable, provisions for fees payable to the Authority, insurance, indemnification,

environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the Authority.

b. Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at the Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above.

6. Required Fees and Payments

As specified in the Permit or Lease Agreement with the Authority, as applicable.

SECTION 18

SPECIALIZED AERONAUTICAL SERVICE OPERATOR SECURITY SERVICES

A Security Services Operator is a person, firm, corporation, or other entity that engages in providing security services to an airline or charter operator which can include, but not be limited to, the following services:

- **a.** Provide for and/or arrange for matching of passengers against established data
- **b.** Security questioning
- **c.** Provide for and/or arrange screening of checked, transferred, or mishandled baggage
- **d.** Provide for and/or arrange for the screening of passengers prior to boarding
- **e.** Provide for and/or arrange positive baggage ID by passengers and offloading baggage for passengers who fail to board
- **f.** Provide for and/or arrange control of access to cargo facility, screening of cargo and mail, physical
- **g.** Provide for and/or arrange for access control, supervision, sealing of food trolleys, examination of food trolleys, sealing of catering vehicles all relating to catering
- **h.** Provide for and/or arrange for access control to the ramp and aircraft

MINIMUM STANDARDS

1. Facilities

A Security Services Operator shall lease space to provide for storage of ramp equipment and all equipment required to provide the service when it is not in use.

2. Equipment

A Security Services Operator shall maintain equipment in sufficient quantities and type to provide the services desired by the airline and to service all aircraft used by the airline at the Airports.

3. Hours of Operation

A Security Services Operator shall have services available as required by the airline or any other tenant using the services.

4. Personnel

- **a.** One General Manager, with appropriate experience, on duty during regular business hours. At least one Supervisor, with appropriate experience, on duty when customer's aircraft is on the ground.
- **b.** All personnel shall be properly uniformed with the company name prominently displayed.

5. Permit Agreement.

- **a**. Each Operator shall execute a Permit Agreement with the Authority and provide the Authority with all necessary documents and deposits as outlined in the Permit Agreement.
- **b**. Each Operator shall provide the Authority, with a list of each airline it intends to serve at each Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. Required Fees and Payments.

As specified in the Permit or Lease Agreement with the Authority, as applicable.

SECTION 19

SPECIALIZED AERONAUTICAL SERVICE OPERATOR MULTIPLE AERONAUTICAL SERVICES

STATEMENT OF CONCEPT

This section is applicable to any Specialized Aeronautical Service Operator that engages in any two (2) or more of the specialized aeronautical services for which Minimum Standards have been developed. The retail sale of aviation fuels and lubricants are not allowed under this category. These activities are reserved solely for Fixed Base Operators and Manufacturer Major Service Center, as set forth in Section 5 and Section 8, respectively, of this document.

MINIMUM STANDARDS

1. Land

If required by the Standards, this Operator shall lease, either from the Authority or sublease from another tenant, subject to the approval of the Authority, an area that is equal to the total area required by the sum of the land area requirements under the individual specialized services the Operator is providing.

2. Hangars and Other Buildings

If required by the Standards, this Operator shall lease or construct hangar facilities providing a total square footage that is equal to the total area required by the sum of the hangar size required under the individual specialized services the Operator is providing.

3. Aircraft Apron

If required by the Standards, this Operator shall lease or construct paved aircraft parking apron that provides a total square footage that is equal to the total area required by the sum of the apron area required under the individual specialized services the Operator is providing.

4. Hours of Operation

The Operator shall maintain the longest hours of operation required elsewhere in these Minimum Standards for the aeronautical service being provided.

5. Personnel

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

6. Equipment

The Operator shall provide the facilities, equipment and services required to meet the Minimum Standards for the aeronautical services provided.

7. Permit Agreement

- **a.** All Operators shall execute a Permit Agreement with the Authority and provide the Authority with all the necessary documents and deposits as outlined in the Permit Agreement.
- **b.** Each Operator shall provide the Authority, with a list of each airline it intends to serve at each Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

8. Required Fees and Payments.

As specified in the Permit or Lease Agreement with the Authority, as applicable.

SECTION 20

SPECIALIZED AERONAUTICAL SERVICE OPERATOR OTHER SERVICES

STATEMENT OF CONCEPT

The purpose of this section is to address the activities which, by nature of the operation or service, are not directly associated with aeronautical activities, or services that are too specialized to reasonably permit the establishment of specific minimum standards for each. When services are proposed which do not fall within the categories in this document, minimum standards will be developed on a case-by-case basis if needed, taking into consideration the desires of the proponent, the needs of the Authority, and the need for such service at each Airport.

All companies intending to provide services at each Airport must have the appropriate insurance coverage and a Permit Agreement, License or Lease Agreement with the Authority before they will be allowed to do business on the property.

SECTION 21

FLYING CLUBS

STATEMENT OF CONCEPT

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

MINIMUM STANDARDS

1. Non-Profit Organization

Each Club must be registered as a non-profit organization.

2. Ownership of Aircraft

Each Club member must be a bona fide co-owner of the aircraft or stockholder in the corporate organization.

3. Revenue

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

4. Membership

The Club will maintain and keep current a complete list of the Club's membership and the investment share list will be made available to the Authority upon request.

5. Commercial Operations

The Club's aircraft will only be used by bona fide members and will not be used by anyone for commercial activity.

6. Non-Members

Club aircraft shall not be used by non-members

7. Member Compensation

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

8. Student Instruction
Flight instruction can be given in Club Aircraft to Club members only, provided such instruction is given by an FAA Certified Flight Instructor who is properly insured to conduct flight instruction. All flight instructors working under a Club shall register as a vendor with the Authority.

9. Aircraft Maintenance
Aircraft maintenance performed by a Club shall be limited to only that maintenance that does not require a certificated mechanic or by a properly certificated mechanic who is a Club member and does not receive renumeration in any manner for such service. All other maintenance must be provided by an FBO or SASO based at the Airport who provides such service.

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

11. Facilities
The Club shall lease sufficient space for its operation which may be as small as one tie-down location.

12. Lease Agreement
Each Club shall execute either a permit agreement with the Authority and sublease with an FBO or a lease agreement with the Authority which shall contain insurance, indemnification, environmental requirements and financial terms and security as required by the Authority.

SECTION 22

FOR PROFIT FLYING CLUBS

STATEMENT OF CONCEPT
A For Profit Flying Club (FPFC) is a for profit entity that offers membership to individuals that provide aircraft rental and instruction to members at set rates.

MINIMUM STANDARDS

1. Land
The FPFC shall lease directly from the Authority or from an FBO sufficient land to provide space for the needs of the FPFC based on its size.

2. Hangars
The FPFC may lease hangar space directly from the Authority or from an FBO but no minimum is required.

3. Hours of Operation
The FPFC's hours of operation shall be appropriate for its activities and members.

4. Personnel
The FPFC shall have in its employ at least one flight instructor who (i) is properly certificated by the FAA to provide flight instruction for the types of aircraft available for use and (ii) is registered as a vendor with the Authority.

5. Ownership of Aircraft
Aircraft may be owned or leased by the FPFC and each operator of an FPFC aircraft shall be a member of the FPFC.

6. Membership
The FPFC will maintain and keep current a complete list of the FPFC membership. The FPFC membership list will be made available to the Authority upon request.

7. Student Instruction
Flight instruction can be given in FPFC aircraft to FPFC members only, provided such instruction is given by an FAA Certified Flight Instructor who is properly insured to conduct flight instruction.

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

9. Lease Agreement
Each FPFC shall execute either a permit agreement with the Authority and sublease with an FBO or a lease agreement with the Authority which shall contain insurance, indemnification, environmental requirements and financial terms and security as required by the Authority.

The requirements of subparagraphs 1 and 2 above may be satisfied by FPFC's sublease of facilities from an FBO. Because of operational efficiencies of utilizing an FBO leasehold (existing terminal, parking, restrooms, apron etc.) the sublease may allow for less land, hangars, shop and apron than if the FPFC were to lease directly from the Authority.

Each FPFC shall provide the Authority with a signed copy of all agreements or contracts with an FBO currently serving the Airport.

10. Required Fees and Payments
The exact fees and payments due the Authority will be determined based on the adopted rates and charges for the Airport and incorporated into the permit agreement, lease or sublease.

SECTION 23

FLIGHT ACADEMY

STATEMENT OF CONCEPT
A Flight Academy (Flight Academy) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students while enrolled in the flight training curriculum at a facility on land leased directly from the Authority. The Flight Academy further

provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved. The Flight Academy category is meant to apply to large scale flight training operations that are fully self-contained.

MINIMUM STANDARDS

1. Land

The Flight Academy shall lease an area of not less than one and one-half acres of land to provide space for the following:

- **a.** Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA.
- **b.** All storage, public restrooms, and support facilities
- **c.** Paved and lighted aircraft apron
- **d.** Paved and lighted private vehicle parking
- **e.** Paved pedestrian walkway
- **f.** Public access to a designated area of the site
- **g.** Storage and display of aircraft

2. Buildings

At a minimum, the Flight Academy shall lease or construct 3,000 square feet of total building improvements properly lighted and heated building area for combined offices, support space, classrooms and public restrooms.

3. Hangar

The Flight Academy may construct hangar facilities, but is not required to do so.

4. Aircraft Apron

At least 15,000 square feet of paved and lighted aircraft parking apron shall be provided by the Flight Academy within its leasehold to support aircraft tie down spaces, and aircraft movement. The amount of paved and lighted aircraft parking apron shall be adjusted based on the size of the fleet of aircraft to ensure safe and efficient operation of the Airport.

5. Vehicle Parking

Within its leasehold, the Flight Academy will provide sufficient paved spaces as approved by the Airport and meeting local building codes. No on-street parking will be permitted. The parking lot shall include security lighting.

7. Taxiway Access

The Flight Academy at its own expense shall provide paved access from its facilities to the airport's taxiway system. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the Flight Academy's facilities.

8. Lease Agreement

- **a.** Each Flight Academy shall execute a lease agreement directly with the Authority, and shall contain insurance, indemnification, environmental and financial conditions acceptable to the Authority.
- **b.** The requirements of subparagraphs 1 through 5 above may not be satisfied by a Flight Academy's sublease of facilities from an FBO.
- **c.** Each Flight Academy shall provide the Authority with a signed copy of all agreements or contracts with commercial customers serving the Airport.

9. Hours of Operation

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

10. Personnel

The Flight Academy shall have in its employ, on a full-time basis, at least one flight instructor who is properly certificated by the FAA to provide the type of training requested. The Flight Academy shall also provide at least one current, properly certificated flight instructor who is available on a part-time on-call basis. The Flight Academy's facility shall be certificated by the FAA as a flight school. During all business hours, the Flight Academy shall maintain a responsible person, who is in charge of supervising Flight Academy's operation at the Airport with the authorization to represent and act for and on behalf of the Flight Academy.

11. Aircraft

The Flight Academy shall have available for use in flight training, either owned or under exclusive written lease to the Flight Academy, not less than three properly certificated aircraft, at least one of which must be a twin-engine aircraft fully equipped for flight instruction. One of the required aircraft must be equipped and capable for use in instrument flight instruction.

12. Equipment and Facilities

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

13. Safety Regulations

The Flight Academy shall conduct all maintenance and repair operations in accordance with the National Fire Protections Association, and all other applicable governmental safety regulations.

SECTION 24

FLIGHT SCHOOL

STATEMENT OF CONCEPT

A Flight School (Flight School) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students on or at a facility on land subleased

from an FBO. The Flight School further provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved. The Flight School category is meant to apply to small scale flight training operations.

MINIMUM STANDARDS

1. Land

The Flight School shall lease an area of land sufficient to provide space for the following, based on its proposed operation:

- **a.** Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA
- **b.** All storage, public restrooms, and support facilities
- **c.** Paved and lighted aircraft apron
- **d.** Paved and lighted private vehicle parking
- **e.** Paved pedestrian walkway
- **f.** Public access to a designated area of the site
- **g.** Storage and display of aircraft

2. Buildings

At a minimum, a Flight School shall lease 2,000 square feet of total building improvements properly lighted and heated building area for combined offices, support space, classrooms and public restrooms.

3. Aircraft Apron or Hangar

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

4. Vehicle Parking

The Flight School will provide sufficient paved spaces from the FBO.

5. Taxiway Access

The Flight School shall utilize the FBO's paved access from its facilities to the airport's taxiway system. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft anticipated to use the Flight School's facility.

6. Lease Agreement

Each Flight School shall execute either a permit agreements with the Authority and sublease with an FBO or a lease agreement with the Authority all of which shall contain insurance, indemnification, environmental and financial requirements acceptable to the Authority.

The requirements of subparagraphs 1 through 5 above may be satisfied by a sublease from an FBO. Because of operational efficiencies of utilizing an FBO leasehold (existing terminal, parking, apron etc.) the sublease may allow for less land, hangars, shop and aircraft apron than if the Flight School were to lease directly from the Authority.

Each Flight School shall provide the Authority with a signed copy of all agreements or contracts with commercial customers currently serving the Airport.

7. Hours of Operation

The Flight School shall be available via telephone or electronic means no less than eight hours a day, five days a week.

8. Personnel

The Flight School shall have in its employ, on a full-time basis, at least one flight instructor who is properly certificated by the FAA to provide the type of training requested. The Flight School shall also provide at least one current, properly certificated flight instructor who is available on a part-time on-call basis. During all business hours, the Flight School shall maintain a responsible person, who is in charge of supervising Flight School's operations at the Airport with the authorization to represent and act for and on behalf of the Flight School.

9. Aircraft

The Flight School shall have available for use in flight training, either owned or under exclusive written lease to Flight School, not less than two aircraft, fully equipped for flight instruction. One of the required aircraft must be equipped and capable for use in instrument flight instruction. Copies of any lease agreements for aircraft not owned by Flight School shall be kept on file at Flight School's premises and made available, upon request, for Authority review.

10. Equipment and Facilities

The Flight School shall provide facilities sufficient to meet the training requirements for the type of training offered. The Flight School shall maintain a current FAA Part 61 Certificate.

11. Required Fees and Payments

The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into any agreement between the Flight School and the Authority

SECTION 25

BANNER TOWNING

STATEMENT OF CONCEPT

Banner towing is the business of advertising through an aircraft pulling a banner supported by a temporary framework attached externally to the aircraft and towed behind the aircraft.

MINIMUM STANDARDS

1. Pick up and Drop-off of Banners

Pickup and drop-off of banners must occur on specific areas designated by Airport which may be changed from time to time.

2. Authority's Reserved Rights

a. In the interest of protecting public safety and minimizing the impact of noise caused by banner towing operations, the Authority reserves the right to reasonably specify areas over which persons engaged in banner towing operations may not operate on the airfield.

b. The Authority reserves the right to suspend the banner towing operations of any person at any time that the Director of Airports of the Authority determines that continued banner towing operations pose an immediate threat to public safety.

c. It shall be the responsibility of a person permitted to conduct banner towing operations at Airport to coordinate its use of the banner pickup and drop-off area. However, the Authority reserves the right to allocate use of the banner pickup and drop-off area among persons engaged in banner towing operations on a reasonable basis.

3. Banner Towing Route

All banner towing activities must follow standard airport activity patterns as closely as possible. Ground crews serving banner towing operations must use the route designated by Airport and only remain on designated pickup and drop-off areas.

4. Banner Pickup and Drop-off Area in "AS IS" Condition

The banner pickup and drop-off area shall be used by persons engaged in banner towing on a "AS IS" basis. The Authority shall not be responsible for any damage to any aircraft or equipment used in banner towing operations which is caused by the condition of such area.

5. Limited Number of Persons in Aircraft

There shall be no more than one passenger in any aircraft engaged in banner towing and such passenger must be a licensed pilot.

6. Airfield Use Agreement

Each banner towing operator shall enter into such agreements for the use of the airfield and storage space at the Airport commensurate with the size of its operation.

7. Required Fees and Payments

The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into all Agreements with the banner towing operator and the Authority.

SECTION 26

FEDERAL REQUIREMENTS

Each Agreement shall contain the following provisions, as such provisions may be amended by the Federal Government.

A. Each Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority, the Airports and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by any provision of the Federal Aviation Act, as amended, or any future acts affecting the operation or maintenance of the Airport. Any provision inconsistent with

the provision of such agreement or assumption of control by the United States, shall be suspended.

B. All facilities located on the Airports and developed with federal financial assistance and all facilities usable for landing and taking off of aircraft will be available to the United States for use by government aircraft in common with other aircraft at all times, without charge, except if the use by government aircraft is substantial.

C. All entities using the Airport and subject to these Minimum Standards shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates and other similar types of price reductions to volume purchasers, if permitted by law.

D. As a condition of the use of Airport property, each entity subject to these Minimum Standards shall undertake an affirmative action program as required by FAA regulations to ensure that no person shall on the grounds of race, creed, color, national origin, sex or handicap be excluded from participation in any employment activities covered by the regulations. Each entity shall require that its covered suborganizations provide assurances that they will similarly undertake affirmative action programs.