

AIRPORT MINIMUM STANDARDS

Flagler County Airport (XFL)



Owned and Operated by:
Flagler County Board of County Commissioners

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MINIMUM STANDARDS

INTRODUCTION

Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service and other conditions which will be required of those proposing to conduct commercial aeronautical activities at Flagler County Airport (the Airport). The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, unsafe or inadequate service. The adoption and enforcement of such Minimum Standards ensures that those individuals, or entities, engaged in commercial aeronautical activities are reasonably fit, willing, and able to discharge both its service obligations to its patrons and its economic obligations to the airport community and protects established commercial enterprises, aviation users, and the public.

The Flagler County Board of County Commissioners (FCBCC), owner and operator of the Flagler County Airport, recently initiated a project to update the existing Minimum Standards. The goal of the updated Minimum Standards is to provide the threshold entry requirements (qualifications, levels of service, facilities, insurance) for those wishing to provide aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services, as approved, are not exposed to unfair or irresponsible competition. Minimum Standards have been in place at many airports nationwide and are supported by the Federal Aviation Administration (FAA) and the American Association of Airport Executives (AAAE).

These Minimum Standards contain the minimum levels of service, facilities, staffing, insurance, and environmental compliance that must be met by the prospective service provider. The uniform application of these standards relates primarily to the public interest by discouraging substandard entrepreneurs and mandating insurance coverage levels, thereby protecting the Airport, airport patrons, and established aeronautical activities.

The Minimum Standards waivers may be granted by the Airport in certain cases, to prevent discrimination and foster equal opportunity for business at the Airport.

Copies of the Minimum Standards and Rules and Regulations will be available from the Airport's website:

<http://www.flaglercountyairport.com/>.

The Minimum Standards were developed taking into consideration:

1. The role of the Airport.
2. The range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport.

3. The future prospects for, and the anticipated development of the Airport and the community.
4. The promotion of fair competition at the Airport.

These Minimum Standards are not intended to be all-inclusive. Operators are subject to, and charged with, knowledge of the Rules and Regulations.

FAA Position on Minimum Standards

The FAA strongly encourages, but does not require, an airport sponsor to develop and implement a minimum standards program. The following FAA directives and industry publications deal with the intertwined issues of minimum standards, exclusive rights at airports, and airport compliance.

FAA & AAE Directives on Minimum Standards

1. FAA Preparation Guide for Minimum Requirements for Airport Aeronautical Services.
2. FAA Advisory Circular 150/5190-6, January 4, 2007 *Exclusive Rights at Federally Obligated Airports*.
3. FAA Advisory Circular 150/5190-7, August 28, 2006 *Minimum Standards for Commercial Aeronautical Activities*.
4. FAA Order 5190.6A, October 2, 1989 *Airport Compliance Requirements*
5. AAE Airport Sponsors Guide to Preparing Minimum Standards for Airport Aeronautical Service Providers and Airport Operating Rules and Regulations

Applicability

Operators currently providing activities without an Agreement or a Commercial Aviation Permit with the County will have six (6) months from the date of adoption of these Minimum Standards to become compliant. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for General Aviation Aeronautical Activities.

DEFINITIONS

Terms used in these Minimum Standards are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry unless a different meaning is apparent from the context or specifically defined otherwise herein. All other words will be construed according to their common literal meaning.

- a. **Aeronautical Activity** means any activity conducted at the airport which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to: air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultralight operations, glider operations, aircraft sales, aircraft services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.
- b. **Aeronautical Services** means any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport by a person who has a lease or Agreement from the Airport to provide such services.
- c. **Airport Operations Area (AOA)** means any area of the Airport used or intended to be used for landing, take off or the surface maneuvering of aircraft.
- d. **Aircraft** means any contrivance designed, invented or used for powered or non-powered flight in the air. For the purpose of this definition, an ultralight vehicle is not included.
- e. **Airport** means Flagler County Airport and all of the property buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan, or as it may hereinafter be extended, enlarged or modified.
- f. **Apron or Ramp** means those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of aircraft.
- g. **Authorized Area** means a specified location, approved by the Airport Manager, as accessible to authorized persons only.
- h. **Commercial Activity** means the exchange, trading, buying, hiring or selling for profit of commodities, goods, services or tangible or intangible property of any kind, or any revenue-producing activity on the Airport.
- i. **Directive** means ministerial instructions and guidance serving to govern and direct operational matters. Directives can be used for both internal and

- external guidance. All directives will be approved by the Airport Manager or designee.
- j. **FAA** means Federal Aviation Administration.
 - k. **FAR** means Federal Aviation Regulation.
 - l. **FBO/SASO** are aviation businesses or Fixed Base Operators/Specialized Aviation Services Operations as defined in the Flagler County Airport Minimum Standards and are duly licensed and authorized by written Agreement with the airport owner to provide aeronautical activities and services at the airport under strict compliance with such Agreement and pursuant to these regulations and the Airport's Minimum Standards.
 - m. **Fire Department** means that fire department having jurisdiction over the Airport.
 - n. **FCBCC** means Flagler County Board of County Commissioners
 - o. **Flying Club** means a non-profit organization established to promote aviation, develop skills in aeronautics, raise awareness and appreciation of aviation requirements and techniques through ground or flight instructional procedures.
 - p. **Franchise** refers to a written, negotiated, contractual agreement between the Airport, or FCBCC, and an Entity which is enforceable by law, wherein said Agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.
 - q. **Fuel** means the aviation petroleum product used to operate piston or jet turbine engines.
 - r. **Fuel Operations** means the dispensing of aviation fuel directly into aircraft or dispensing the same from a separate medium such as a fuel truck or self-fueling facility.
 - s. **Large Aircraft** is an aircraft of more than twelve thousand five hundred (12,500) pounds maximum certified takeoff weight or turboprop and turbojet aircraft.
 - t. **Maintenance** means the inspection, overhaul, repair, preservation, and replacement of parts of an aircraft, excluding preventive maintenance.
 - u. **Minimum Standards** mean the standards which are established by the Airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.
 - v. **Motor Vehicle** means a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to

- point except aircraft or devices moved exclusively upon stationary rails or tracks.
- w. **Movement Area** means the runways, taxiways, and other areas of the Airport which are used for taxiing, hover taxiing, air taxiing, take off, or landing of aircraft, exclusive of loading ramps and aircraft parking areas.
 - x. **NFPA** means the National Fire Protection Association.
 - y. **NOTAM** means a Notice to Airmen published by the FAA.
 - z. **Non-Profit** means activities undertaken for philanthropic, religious, charitable, benevolent, humane, public interest or similar purpose.
 - aa. **Park** means to let a motor vehicle or aircraft stand or stop in any location whether the operator thereof leaves or remains in such vehicle or aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator.
 - bb. **Person** means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, including any trustee, receiver, committee, assignee or other representative or employee.
 - cc. **Policy** means a general principle or plan by which the FCBCC is guided in its management of public affairs. The FCBCC will approve all policies.
 - dd. **Preventive Maintenance** means simple or minor preservation operations of aircraft and the replacement of small standard parts not involving complex assembly operations as delineated in Code of Federal Regulations (CFR) Title 14 Part 43.
 - ee. **Ramp** - see Apron.
 - ff. **Restricted Area** means any area of the Airport designated to prohibit entry or to limit entry or access to specific authorized persons.
 - gg. **Small Aircraft** is an aircraft of twelve thousand five hundred (12,500) pounds or less maximum certified take-off weight.
 - hh. **Solicitation or to Solicit** means to ask, request, implore or plead repetitively or continuously, directly or indirectly, actively or passively, openly or subtly, orally, in writing or otherwise for money or anything of pecuniary value. Solicitation also includes requests to sign a petition.
 - ii. **Standard Procedures** mean a specific method or course of action or an established way or order of accomplishing a specific matter. All standard procedures will be approved by the Airport Manager.

- jj. **Through-the-Fence Operations** means the use of Airport property by operators offering an aeronautical activity on land adjacent to, or by aircraft based on land adjacent to, but not part of Airport property.
- kk. **UNICOM** means a non-governmental communication facility which provides airport advisory information.

Article 1 Policy, Applicability, and Amendments

Section 1.1 Policy

The FCBCC, being responsible for the administration of the Flagler County Airport does hereby establish the following Minimum Standards:

1. The Airport is a public-use, FAA designated general aviation airport. The five-member FCBCC acts as the Airport Authority with the Airport operating as an "Enterprise" operation within Flagler County government. The daily management of the Airport is under the direction of the Airport Manager. The FCBCC has approved these Minimum Standards. A current Fees and Charges Schedule is available from the Airport Manager or online at <http://www.flaglercountyairport.com/>.
2. The FCBCC has assumed certain responsibilities and obligations to operate the Airport for the use and benefit of the public, and make it available for all types, kinds and classes of aeronautical activity. It wishes to make the Airport available for public use by applying reasonable terms, without unjust discrimination, for those desiring to offer services or commodities at the Airport. The imposition of these Minimum Standards will provide to all entities who desire to conduct, carry on, or engage in aeronautical, vehicular, or pedestrian activities at the Airport, the basic requirements to conduct such activities without exclusive right or infringing on the abilities of others to provide similar activities. The Airport is authorized to assess fees and charges for conducting, carrying on, or engaging in activities or services as described in these Minimum Standards. The Airport fees and charges shall be established to make the Airport as financially self-sustaining as possible and sufficient to cover Airport costs.
3. These Minimum Standards establish the threshold entry requirements for those wishing to provide aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services are treated fairly.

Section 1.2 Applicability

1. In the event of conflict between these Minimum Standards and the Rules and Regulations, the Rules and Regulations shall apply.
2. Except when the context in these Minimum Standards requires otherwise, the singular includes the plural, plural includes the singular, and masculine gender includes the feminine.
3. All units of measurement are provided in Standard English Units. Gross square feet are the total footprint of the building and include mechanical rooms, toilets, stairs and halls. Square yard ramp or parking space is measured from edge to edge of the prepared surface.
4. Any activities for which there are no specific Minimum Standards established will be addressed by the Airport Manager, or designee, on a case-by-case basis and

set forth in such commercial operators' written Franchise, Lease, agreement/license, Permit or Agreement with the FCBCC.

Section 1.3 Amendments

Amendments to the Minimum Standards may be proposed by the Airport Manager, FCBCC or any Airport user. A recommended change shall be forwarded, in writing, to the Airport Manager. The Airport Manager will study and review the proposed amendment and then will forward the proposal to the FCBCC. The FCBCC will review the proposed amendment and direct the Airport staff to post a notice on the bulletin board and post on the Airport's web site. Copies of the proposed amendment will be available for review in the Airport Administration Office during regular business hours. A comment period of not less than 30 calendar days from the posting of the notice will be allowed. Comments must be submitted, in writing, to the Airport Manager and received by the Airport administration within the comment period. All comments will be considered by the Airport Manager and the FCBCC. If significant comments are received, a public meeting may be held. After considering all the comments, the FCBCC will vote for approval or disapproval. If the amendment is adopted by the FCBCC, the Airport Manager will either have the amendment incorporated in the next update to the Minimum Standards or issue an Operations Directive. Approved amendments will become effective immediately following approval by the FCBCC.

Section 1.4 Existing Operators

With regards to an existing Franchise or Lease, all conditions not meeting these Minimum Standards shall be considered non-conforming. All such non-conforming conditions shall be brought into conformance upon the happening of any of the following: changes to an existing Franchise, Lease, license/agreement, or Permit, including assignment, renewal, expiration, or majority ownership change (fifty-one percent or greater).

Section 1.5 Waivers or Modifications

The FCBCC may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection, or emergency response operations. The FCBCC may waive or modify any portions of these Minimum Standards for any Entity when it is determined that such waiver or modification is in the best interest of the public and will not result in discrimination against other commercial operators at the Airport.

Article 2 Minimum Standards for all FBO/SASO Activities

A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple aeronautical services including aircraft fueling, to aircraft owners, airport users, and airport tenants. Only an FBO can provide aircraft fueling to aircraft owners, airport users, and airport tenants.

Specialized Aviation Service Operations (SASO) are entities providing one (1) or more commercial activities or aeronautical commercial services.

All FBOs and SASOs shall meet the following requirements:

1. No Entity may operate at the Flagler County Airport without an Agreement. This Agreement may be in the form of a Franchise, Permit or a Lease. (**See Appendix A**)
2. Franchises shall be for a term, to be mutually agreed upon, between the entities; however, in no case shall the term of a Franchise exceed thirty (30) years.
3. Any prospective FBO/SASO seeking to conduct an aeronautical activity, or aeronautical services, at the Airport shall demonstrate to the FCBC that they have adequate financial resources to realize the business objectives agreed to by the Airport Manager and the applicant. If the Entity seeking to conduct business on the Airport cannot demonstrate that they have adequate resources, the FCBC may require a line of credit be established for the first twelve (12) months of the Entity's business.
4. The FCBC requires FBOs and SASOs doing business on the Airport to maintain insurance covering themselves against claims arising from their products or activities and provide the Airport Manager a certificate of insurance, naming the FCBC, its employees and agents as additional insured. The insurance shall be extended to protect the FCBC, its employees and agents. The FCBC also requires the responsible Entity to defend, indemnify, and hold harmless the FCBC, its employees and agents for losses arising out of the activities, services, or products of its suppliers, contractors, lessees, and consultants. This indemnification agreement is a second source of protection for the FCBC, its employees and agents.
5. Insurance amounts stipulated in these Minimum Standards are stated to provide a minimum guideline and may not meet the requirements of the Operator. Each FBO/SASO should also make its own evaluation to ensure adequate coverage. However, such policies of insurance shall be maintained in full force and effect during all terms of existing Agreements, or renewals and extensions thereof. The FBO/SASO shall require its insurance carrier to notify the Airport Manager thirty (30) calendar days prior to cancellation of any policy. Such policies shall be for no less than the amounts specified in the Insurance Matrix found in **Appendix B**; however, in all cases, amounts of policies must meet the statutory requirements of law.

6. All FBOs/SASOs shall have permanent facilities of the type and size specified for the aeronautical activity or aeronautical service. If a FBO/SASO is performing more than one activity, then the requirement is for the greater space for each type of facility per activity. For example, the first activity requires ten thousand (10,000) square feet of hangar space and five thousand (5,000) square feet of office space and the second activity requires five thousand (5,000) square feet of hangar space and ten thousand (10,000) square feet of office space, the total requirement shall be ten thousand (10,000) square feet of hangar space and ten thousand (10,000) square feet of office space.
7. Any Entity desiring to construct, install, erect, or modify any building, sign, structure, facility, or equipment on the Airport shall be required, as appropriate, to submit a copy of the plans and specifications for the same containing, at a minimum, a general layout, drawn to scale, showing the parcel of land actually required for the construction of such building or facility in addition to the portion of the property to be occupied by the building or facility proper; detailed drawings of the modification to any existing structure or equipment; specifications as to the construction desired; a site plan as required by, and in accordance with Flagler County requirements; and a plan for the security of the construction area and adjoining Airport Operations Area (AOA) or other airport security areas. This construction also has to be shown on the FAA currently approved Airport Layout Plan. The applicant is responsible for preparing the FAA Airspace Study Checklist which the Airport Manager will submit to the FAA for the proposed on-airport construction or modification. The preceding shall be submitted to the Airport Manager for review and approval. Approval must be received by the Airport Manager before submitting the plans to Flagler County for any required permits.
8. Flagler County has adopted Florida Building Code 2004 and the Building Officials Association of Florida (BOAF) model Chapter 1 of the Florida Building, Plumbing, Mechanical, Electrical and Fuel Gas Code along with National Electrical Code 2002. Florida's statewide building code currently requires wind-borne debris protection in areas subject to 120 miles per hour winds and/or areas within one mile of the coast where wind speed is 110 miles per hour or higher. Flagler County Airport is located in a Wind-Borne Debris Region. The Florida Building Code has minimum requirements that must be followed to ensure that buildings can withstand the impact of wind-borne debris. Buildings must be designed to protect openings or to withstand the increase in internal pressures that will occur if an unprotected window or glass door is broken by debris. All buildings constructed, installed, erected, or modified on the Airport shall conform to the requirements of the Airport as stated within this document and all applicable Florida Building Code, and be approved by the Airport Manager, whether or not building permits are required. In the event building permits are not required, approval must be obtained from the Airport Manager prior to beginning any work.

Article 3 Application and Qualifications for FBO/SASO

1. Any Entity conducting commercial business at the Airport and who desires to lease land or facilities from the FCBCC requires a Franchise or Lease Agreement (**Appendix A**) between the prospective business and the FCBCC. Demonstration of intent to conduct a business operation at the Airport shall be by application to the Airport Manager. The application shall consist of at the minimum:
 - A. The proposed nature of the Business with the names of all persons including partners, directors, or corporate officers and those who will be managing the Business.
 - B. A statement of financial data (may include assets, lines of credit, etc.) certified by a Certified Public Accountant in accordance with Generally Accepted Accounting Principals (GAAP) that demonstrates the financial ability to perform the terms of the proposed Agreement.
 - C. A listing of assets owned, being purchased, or leased, which will be used in the business at the Airport.
 - D. Written authorization for the Airport Manager to obtain a credit report if necessary.
 - E. Preliminary plans and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate FAA, Florida Department of Transportation, Flagler County and Airport requirements.
 - F. Proof of ability to obtain liability insurance, or a certificate of insurance coverage appropriate to the proposed aeronautical activity.
2. Requests for Permits, as needed, shall be presented to the Airport Manager. The information required differs depending on the Permit.
3. Requests for Proposal (RFP) issued by the FCBCC for specialized services may be offered at various times. These RFPs will have their own information requirements that may supplement, or replace, those found in this section.

Article 4 Action on Application

1. All completed applications for a Franchise, or Lease, will be reviewed and acted upon by the Commission within one hundred twenty (120) calendar days from receipt of a completed application. Permits will be reviewed and acted upon by the Airport Manager within sixty (60) calendar days from receipt of a completed application.
2. Applications may be approved based on the following criteria:
 - A. The application meets qualifications, standards, and requirements established by these Minimum Standards.
 - B. The applicant's proposed operations or construction will not create a safety hazard on the Airport.
 - C. The granting of the application will not require any expenditure of Airport funds, labor or materials on the facilities described in, or related to, the application and the operation will not result in a financial loss to the Airport.
 - D. There is adequate space available on the Airport to accommodate the activity of the applicant.
 - E. The proposed airport development or construction complies with the currently approved Airport Layout Plan, Airport Master Plan and other Airport studies that have been approved by the FCBCC.
 - F. The development or use of the area requested will not result in a congestion of aircraft, or buildings, or will not interfere with the operations of any present FBO/SASO on the Airport, such as problems in connection with air traffic or service, or will not prevent free access and egress to the existing FBO/SASO area, or will not result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.
 - G. Any Entity applying, or having an interest in the business, has not supplied false information, or has not misrepresented any material fact in the application or in supporting documents, or has not failed to make full disclosure on the application.
 - H. Entities applying, or having an interest in the business, have not defaulted in the performance of any Agreement with the Airport.
 - I. Any Entity applying has demonstrated that they are sufficiently creditworthy and responsible to provide and maintain the business to which the application relates and to promptly pay amounts due under the Agreement.
 - J. The applicant has not been convicted of a felony, or crime of moral turpitude, or violated any material Airport rule or regulation, Airport minimum standard or Federal Aviation Regulation, which adversely reflects on its ability to conduct the operations applied for.

3. Application Appeal Process.

The applicant shall have the ability to appeal the denial of an application by the Airport Manager to the County Administrator's Designee, subject to the following provisions:

- A. Providing written notice of appeal to the Airport Manager within ten (10) calendar days of said denial.
- B. The notice of appeal will be forwarded to the County Administrator's Designee for review and a hearing.
- C. The County Administrator's Designee shall render a decision in writing within thirty (30) calendar days of receipt of the notice of appeal.
- D. An appeal from final decisions of the County Administrator's Designee may be made to the County Administrator if a written notice of appeal is filed with the County Clerk within thirty (30) calendar days of the County Administrator Designee's final decision. Upon receipt of a notice of appeal, the County Clerk shall immediately notify the County Administrator, who shall, after consultation with the County Attorney, schedule a hearing on the matter. On any appeal, the final decision of the County Administrator's Designee shall be stayed, pending the outcome of the appeal before the County. The County Administrator shall conduct a full and impartial hearing on the matter before rendering any decision. The County Administrator shall affirm, reverse, modify or remand back to the County Administrator's Designee for reconsideration of the decision, in whole or in part. The decision of the County Administrator shall be made in writing and fully state the findings, conclusions and rationale for said decision. The decision of the County Administrator shall be final and any appeal may be taken by writ of certiorari to the Circuit Court in and for Flagler County, Florida.

Article 5 Fixed Base Operators (FBO)

Section 5.1 Statement of Concept.

1. A FBO is an Entity engaged in the business of providing aeronautical services, one of which includes aircraft fueling. In addition to aircraft fueling, an FBO may provide any number of aeronautical activities including, but not limited to:
 - A. Airframe and Powerplant Repair
 - B. Aircraft Component Repair
 - C. Aircraft Rental
 - D. Flight Training
 - E. Aircraft Sales
 - F. Air Charter Operations
 - G. Aerial photography or survey
 - H. Aircraft Hangar Storage
 - I. Aircraft Refurbishing and or Painting
 - J. Avionics Repairs and Sales
 - K. Banner towing or aerial advertising
 - L. Cargo flights by non-tenants
 - M. Carrier Services
 - N. Crop Dusting, seeding, spraying, and bird chasing
 - O. Hot air balloon or blimp operations
 - P. Non-stop sightseeing flights that begin and end at Flagler County Airport
 - Q. Power line or pipeline patrol
2. An FBO shall comply with all of the Minimum Standards and requirements contained in this Article.
3. Each FBO shall provide the Airport Manager, and keep current, a written statement of names, addresses, aircraft, and contacts of all personnel responsible for the operations and management of the FBO. Each FBO will provide the Airport Manager with a point-of-contact and phone numbers for emergency purposes.
4. Each FBO shall provide the personnel, equipment, and facilities required to service all types of aircraft normally frequenting the Airport.
5. Each FBO shall conduct its business and activities on, and from, the leased/assigned premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced FBOs providing comparable products, services and activities from similar airports in like markets.

Section 5.2 Minimum Standards

A FBO shall provide the following minimum facilities:

1. Each FBO shall lease from the FCBCC a minimum of five (5) acres of contiguous total land area for its aircraft operating ramp, independent of any building area,

vehicle parking area, and fuel storage area. The aircraft operating ramp shall provide transient aircraft parking and tie-downs for a minimum of ten (10) aircraft.

2. A building which will provide a minimum of six thousand (6,000) square feet of properly lighted, cooled and heated floor space for the following purposes: to provide office space, a public waiting area, pilot's lounge separate from public waiting areas, including a flight planning area that has all items necessary for complete flight planning (weather communication links), sanitary restroom facilities, snack food and beverage machines and public use telephone.
3. A separate hangar facility of a minimum of twelve thousand (12,000) square feet of properly lighted space to perform work, aircraft storage, parts storage, office space and sanitary restrooms.
4. A paved Apron of not less than fifty thousand (50,000) square feet. To provide transient aircraft parking and tie-downs for a minimum of ten (10) aircraft.
5. A paved area that complies with the County parking requirements for employee and patron parking
6. Provide insurance coverage in amounts no less than specified in **Appendix B**.

Section 5.3 Subcontracting Services; Restrictions

The FBO may subcontract, or use, third party operators to provide any two (2) of the additional activities identified in Section 5.1, provided that such subcontractor meets the requirements of these Minimum Standards, approved by the Airport in writing, and operates from the Fixed Base Operator's premises.

Section 5.4 Services

An FBO shall provide the following:

Service equipment necessary to properly provide support for aircraft including, but not limited to: fire extinguishers, aircraft tugs, ground power starter, auxiliary power units, lavatory service and oxygen servicing equipment.

Emergency service to disabled aircraft on the Airport including towing or transporting disabled aircraft to the FBO's premises at the request of the owner or pilot of the disabled aircraft or the Airport Manager. Movement of any disabled aircraft shall be at the expense of the aircraft owner. The Airport bears no liability in moving an aircraft.

Article 6 Aircraft Fuels and Oil Sales and Service

Section 6.1 Statement of Concept

Currently the Airport is a sole provider of Aircraft Fuels and Oil Sales and Services. In the future, these sales and services shall be provided by the Airport, Operator, and or an FBO that is approved by the FCBCC and meets the requirements of these Minimum Standards. Aircraft Fuels and Oil Sales and Services shall not be considered a Specialized Aviation Service Operation (SASO).

Section 6.2 Minimum Standards

Self-Fueling

Self-fueling is the fueling of an aircraft by the aircraft owner, their employees or the pilot using pumps and equipment installed for that purpose. The fueling facility may or may not be attended by the FBO that owns and operates the equipment. This operation should not be confused with self-service. All entities desirous of self-fueling shall be accorded a fair and reasonable opportunity, without unjust discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit. (**See Appendix C**) Those entities that have a Franchise granting them the right to perform commercial fueling are not required to apply for a Self-Fueling Permit.

Agreement/Approval

No person who self-fuels his or her aircraft, and dispenses over one thousand two hundred (1,200) gallons of fuel annually in their aircraft shall engage in self-fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such activity has been entered into with the Airport.

The Permit shall not reduce, or limit, the Permittee's obligations with respect to these Self-Fueling Standards, which shall be included in the Permit by reference.

Prior to issuance and subsequently upon request by the Airport Manager, the Permittee shall provide evidence of ownership (and/or lease agreement) of any aircraft being fueled by the Permittee or his employee(s). Aircraft that are leased must be under the complete operational control of the Permittee and leased for a minimum of two (2) years. The Permittee may be required to show proof that the person fueling the aircraft is an employee of the Permittee (proof may be a copy of the employee's W-2 Statement).

Reporting

Permittee shall report all Fuel dispensed during each calendar month and submit a summary report along with the appropriate Fuel Flowage Fee due to the Airport on, or before, the fifteenth (15th) day of each subsequent month. Any entity permitted to dispense fuel on the Airport shall pay a fuel flowage fee that has been established in the Airport Fees and Charges Schedule, as revised from time to time and approved by the FCBCC, and submit monthly fueling activity reports to the Airport Manager.

The FBO or Operator shall enter into an Agreement with the fuel supplier to guarantee the direct payment of the fuel flowage fee to the County immediately following each delivery of any aviation fuel product by the supplier. The fuel supplier shall provide a copy of the delivery receipt or bill of lading, showing the gravity-corrected and recalibrated net quantity, of which the fee shall be paid within fifteen (15) days from the date of delivery.

Permittee shall during the term of the Permit and two (2) years thereafter maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records shall be made available for audit by the Airport Manager or representatives from the County. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional fees and charges due the Airport, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Fixed Based Operator

Except as otherwise provided in any Agreement between the FBO and the Airport, an FBO conducting Aircraft Fuels and Oil Sales and Services to the public shall be required to provide the following services and equipment:

1. Minimum types of aviation fuel offered shall be 100LL and Jet A.
2. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
3. Fuel dispensing equipment, meeting all applicable Federal, State of Florida, and County requirements for each type of fuel dispensed. At least two (2) mobile dispensing trucks, one (1) truck with a minimum of two thousand (2,000) gallons of aviation gasoline (100LL) and one (1) truck with a minimum of three thousand (3,000) gallons of Jet A Fuel, are required for the minimum grades specified. If additional grades are offered, at least one additional truck per grade will be required. All dispensing equipment shall be equipped with certified metering equipment, filters, and bonding equipment and shall meet all applicable Federal, State, and Local requirements.
4. The storage, transportation, and dispensing of fuel shall be done in strictest accordance with Federal, State of Florida, and Flagler County codes, Airport Rules and Regulations, and applicable NFPA Codes.
5. All fuel dispensing equipment and fueling operations will comply with NFPA requirements for aircraft fueling operations and the appropriate FAA Advisory Circulars.
6. An FBO shall utilize the County owned fuel tanks for storage of fuel and shall pay the County a fuel flowage fee for such use.
7. The Airport Manager has the option to grant authorization for Self-Service Fueling operations to an FBO if Airport activity, market demand, and safety criteria justify such an operation. An FBO may not install Self-Service Fueling equipment without providing full service fueling service to the public. Self-service

fueling is the dispensing of fuel by a pilot into an aircraft from a pump installed for that purpose. A self-service fueling facility is for public use. The fueling facility may or may not be attended by the FBO that owns and operates the equipment.

8. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to: used oil, solvents, and other regulated waste. The stacking and storage of crates, boxes, barrels, fifty-five (55) gallon drums and other containers will not be allowed within the Fuel Farm.
9. Provide properly trained personnel of a quantity to meet all operational requirements normally expected. The FBO supervisor in charge of fueling and quality control shall attend an FAA approved fueling school, which meets the requirements of FAR Part 139.321 (b)(6). The FBO shall establish and carry out all operations in accordance with procedures sufficient to provide the services required and safely store, dispense and handle fuel, lubricants, and oxygen on the Airport.
10. Provide a minimum of twelve (12) hours of line service per day, seven (7) days per week, excluding Christmas Day and New Years Day. Line service shall consist of, at a minimum fueling, providing oil, parking and tie-down of aircraft, starting, towing, pre-heating, and courtesy shuttle service. The FBO Operator shall also be on-call on a twenty-four (24) hour basis.
11. Oxygen dispensing and servicing for low pressure and high pressure gaseous oxygen. Only Aviator's Breathing Oxygen quality oxygen shall be offered.
12. Provide insurance coverage in amounts no less than specified in **Appendix B**.

Article 7 Specialized Aviation Service Operations (SASO)

Section 7.1 Statement of Concept.

1. The FCBCC has developed reasonable, relevant, and applicable Minimum Standards for SASOs. SASOs providing the same, or similar, services shall equally comply with all applicable Minimum Standards. However, the FCBCC will not require, without adequate justification, that a SASO meet all criteria for a FBO. SASOs shall not be permitted to provide fueling services to the public.
2. Each SASO shall lease the required amount of space from the FCBCC or an existing Airport tenant as specified in these Minimum Standards.
3. Each SASO shall provide the Airport Manager, and keep current, a written statement of names, addresses, aircraft, and contacts of all personnel responsible for the operations and management of the SASO. Each SASO will provide the Airport Manager with a point-of-contact and phone numbers for emergency purposes. SASO services may include, but are not limited to:
 - A. Airframe and Powerplant Repair
 - B. Aircraft Component Repair
 - C. Aircraft Rental
 - D. Flight Training
 - E. Aircraft Sales
 - F. Air Charter Operations
 - G. Aerial photography or survey
 - H. Aircraft Hangar Storage
 - I. Aircraft Refurbishing and or Painting
 - J. Avionics Repairs and Sales
 - K. Banner towing or aerial advertising
 - L. Cargo flights by non-tenants
 - M. Carrier Services
 - N. Crop Dusting, seeding, spraying, and bird chasing
 - O. Hot air balloon or blimp operations
 - P. Non-stop sightseeing flights that begin and end at Flagler County Airport
 - Q. Power line or pipe line patrol

Section 7.2 Minimum Standards

1. A Permit is required for specialized operations. See the Airport Manager for application procedures. Operators must maintain sufficient hours of operations to meet public demand.
2. Operators must provide insurance coverage in amounts not less than those provided in **Appendix B**.

Section 7.3 Facilities

Specialty shops and specialized commercial aeronautical activities are encouraged to be sub-lessees of existing FBOs.

Article 8 Airframe and Powerplant Repair

Section 8.1 Statement of Concept

An Aircraft Airframe and Powerplant Repair business provides one, or a combination of, airframe, engine, and accessory repairs on aircraft. This category shall also include the sale of aircraft parts and accessories. Usually, this type of repair is performed on the aircraft, although it may also include the bench repair of items removed from an aircraft that are intended to be replaced on that aircraft.

Section 8.2 Minimum Standards

Except as otherwise provided in any existing Agreement or between the Operator and the Airport, an Operator conducting Airframe and Powerplant Repair services to the public shall be required to provide the following services and equipment:

1. The Operator under this section may provide services to a scheduled Air Carrier provided that the aircraft being serviced comply with all Airport Rules and Regulations and do not exceed any of the operational limitations of the Airport.
2. Maintain hours of operation sufficient to meet public demand. Have on duty at least one person who holds an FAA Airframe, Powerplant, or Aircraft Inspector Rating. A SASO may at his discretion provide on-call twenty-four (24) hours, seven (7) days a week for emergency purposes only.
3. Provide insurance coverage in amounts not less than specified in **Appendix B**.
4. Provide equipment, supplies and parts required for aircraft airframe, power plant, inspections, and other routine aircraft maintenance functions.

Section 8.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A ventilated hangar which will provide a minimum of three thousand (3,000) square feet of properly lighted and heated floor space to perform work and to provide storage, office space, and a public waiting room area which includes sanitary restroom facilities.
2. A paved Apron area or hangar sufficient to tie-down and maneuver three (3) Small Aircraft, not less than one thousand fifty (1,050) square yards.
3. A paved parking area that complies with the County parking requirements for customer and employee parking.
4. With the prior written permission of the FCBCC, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 9 Aircraft Component Repair

Section 9.1 Statement of Concept

An Aircraft Component Repair business provides avionics, instrument, propeller or other aircraft component repair services. Removal and replacement of components is covered under Article 8, Airframe and Powerplant Repair.

Section 9.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. It is recommended that the Operator shall be certificated as a Repair Station (as defined by FAA) with appropriate ratings by the FAA.
2. Sufficiently trained and/or certified personnel to accomplish the work required.
3. Maintain sufficient hours of operation to meet public demand.
4. Provide insurance coverage in amounts not less than specified in **Appendix B**.

Section 9.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of one thousand (1,000) square feet of properly lighted and heated shop space to perform work and to provide storage, office space, and a public waiting area which includes a sanitary restroom.
2. A paved parking area that complies with the County parking requirements for customer and employee parking.
3. With the prior written permission of the FCBCC, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 10 Aircraft Rental

Section 10.1 Statement of Concept

An Aircraft Rental Business engages in the rental or lease of aircraft to the public.

Section 10.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. A minimum of one (1) fixed wing or one (1) rotary wing aircraft either owned or under written lease to the Operator.
2. A minimum of one (1) employee on duty when aircraft are being rented (dispatched).
3. Maintain hours of operation sufficient to meet public demand.
4. Provide insurance coverage in amounts not less than specified in **Appendix B**.

Section 10.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building that will provide a minimum of two hundred fifty (250) square feet of properly lighted and heated office space with immediate access to customer waiting area/lounge and sanitary restrooms.
2. A paved Apron, or hangar space, of at least three hundred fifty (350) square yards per owned/leased aircraft that is sufficient to tie down, park and maneuver each owned/leased aircraft.
3. A paved parking area that complies with the County parking requirements for customer and employee parking.
4. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 11 Flight Training

Section 11.1 Statement of Concept

A Flight Training business engages in instructing pilots in dual, and solo, flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary for taking a written/oral examination and flight check ride for the category or categories of pilot certificates and or ratings involved.

Section 11.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. A Flight Training Operator shall meet all the appropriate requirements under CFR Title 14, Part 61,141 and/or 142 and meet all requirements set forth by the Transportation Security Administration (TSA) regarding flight training.
2. A minimum of one (1) fixed wing or one (1) rotary wing aircraft, either owned or under written lease to the Operator.
3. A minimum of one (1) currently FAA Certificated pilot, with appropriate Instructor Rating and current FAA medical certificate, if applicable, on duty during the appropriate business hours.
4. Maintain hours of operation sufficient to meet public demand.
5. Provide insurance coverage in amounts not less than what is found in **Appendix B**.

Section 11.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of six hundred (600) square feet of properly lighted and heated classroom and office space and have immediate access to customer waiting area/lounge and sanitary restrooms.
2. A paved apron, or hangar space, of at least three hundred fifty (350) square yards per owned/leased aircraft that is sufficient to tie down, park and maneuver each owned/leased aircraft.
3. Adequate classroom training aids to provide proper ground school instruction.
4. A paved parking area that complies with the County parking requirements for customer and employee parking.
5. With the prior written permission of the FCBCC, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 12 Aircraft Sales

Section 12.1 Statement of Concept

An Aircraft Sales business engages in purchasing and selling of new and/or used aircraft through various methods including matching potential customers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

Section 12.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator engaged in the sale of new and/or used aircraft shall provide the following services:

1. Maintain all Federal, State and Local licenses required for the sale of aircraft in the State of Florida.
2. A minimum of one (1) currently FAA Certificated pilot, with appropriate ratings, and meeting all currency requirements, for the aircraft to be demonstrated.
3. Maintain hours of operation sufficient to meet public demand.
4. Provide insurance coverage in amounts not less than specified in **Appendix B**.

Section 12.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of one hundred twenty (120) square feet of properly lighted and heated office space to perform work and have immediate access to customer waiting area/lounge and sanitary restrooms.
2. A paved parking area that complies with the County parking requirements for customer and employee parking.
3. With the prior written permission of the FCBCC, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 13 Air Charter Operations

Section 13.1 Statement of Concept

An unscheduled, or scheduled, Air Charter Operator engages in the business of providing air transportation (Persons or property) to the general public for hire, on an unscheduled, or scheduled basis, under CFR Title 14, Part 135. Air Charter Operations include Air Ambulance Operations. An Aircraft Management Operator is a commercial operator engaged in the business of providing aircraft flight dispatch, flight crews or aircraft maintenance coordination to the public and is included in Air Charter Operations.

Section 13.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. Be certificated under CFR Title 14 Part 135.
2. Maintain sufficient hours of operation to meet public demand.
3. Employ, and make available, a minimum of one (1) currently FAA Certificated pilot, with appropriate ratings, and meeting all currency requirements, for the aircraft to be operated.
4. The Operator shall have dispatch capability within six (6) hours of a customer request.
5. Employ one (1) person with experience and ability to provide charter quotes, schedule and dispatch support and customer service.
6. Provide insurance coverage in amounts not less than what is found in **Appendix B**.

Section 13.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of two hundred (200) square feet of properly lighted and heated floor space to perform work, provide storage, office space, adequate space in order to be in compliance with TSA Private Charter and Twelve-Five Program Requirements and have immediate access to a customer waiting area and sanitary restroom facilities.
2. The customer lounge/waiting area must be of a size adequate for the number of passengers flown, but at a minimum it must be two hundred (200) square feet.
3. A paved apron or hangar space sufficient to tie down, park, and maneuver the aircraft that are being used for Part 135 Charter.

4. A paved parking area that complies with County parking requirements.
5. With the prior written permission of the Commission, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder, or Lease holder.

Article 14 Commercial Operating Agreement

Section 14.1 Statement of Concept

1. Any Entity that conducts a commercial business at the Airport shall have an Agreement with the FCBCC, or a Commercial Operating Agreement that has been approved and issued by the Airport Manager, prior to conducting any commercial business at the Airport.
2. A Commercial Operating Agreement (**See Appendix D**) shall be obtained by the following categories of commercial operators, prior to conducting business on the Airport:
 - A. A Non-Lease Tenant: Entity not having a lease agreement with the Airport or the FCBCC governing its operations, but who:
 - I. Has a sublease or other Agreement, with an Airport Tenant and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - II. Uses the Airport in furtherance of its business interest and has office, hangar and/or storage space on the Airport.
 - B. A Non-Tenant Operator: An Entity with no established office, station or location on Airport property and not having a Franchise, or lease agreement with the FCBCC or an existing Franchise holder governing its operations, but who:
 - I. Does supply or directly provide goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
 - II. Uses or enters upon the Airport in furtherance of its business interests and/or to deliver persons, services or goods to customers of that business.
 - III. Shall include, but is not limited to, rental car concessionaires, mobile certified mechanics, independent flight instructors, aircraft detailers, mobile oil recyclers and others who perform operations without permanent facilities on the Airport.
 - IV. Shall not include any commercial transport engaged in providing goods, commodities, or services to the Airport, any Federal, State, or local agency operating at the Airport, or any FBO, Franchise holder or Lessee of the Airport.

Section 14.2 Procedures

1. The Airport may issue a Commercial Operating Agreement only upon receipt and approval of a signed application from the Non-Lease Tenant or Non-Tenant Operator approved by the Airport Manager containing the following information:
 - A. Name of Entity, address, phone number, type of business, type and description of vehicles to be operated, if any, on Airport property.
 - B. Name of principal(s) of the applying Entity.
 - C. Name, address and job title of the local manager, if different from the principal(s).
 - D. Provide adequate insurance and a certificate of insurance, naming the FCBCC, its employees and agents as additional insured.
2. The submission of such application by a Non-Lease Tenant or a Non-Tenant Operator business shall constitute an express understanding and agreement by such applicant that he/she shall:
 - A. Pay all Permit fees specified.
 - B. Covenant to obey and adhere to all security requirements, Rules and Regulations of the Airport now existing or hereafter adopted.
 - C. Indemnify and hold harmless the Airport and the FCBCC, its employees and agents from any claim whatsoever arising from the Non-Lease Tenant's or Non-Tenant Operator's business operations on Airport property.
 - D. Provide proof of a business license and proof of insurance coverage not less than specified in **Appendix B**.
 - E. In the case of a Non-Tenant Operator, not establish any office, station, or location on Airport property.
3. In the event a Commercial Operating Agreement is approved and there are subsequent changes in the facts or circumstances reflected on the application, the Non-Lease Tenant business or Non-Tenant Operator is required to file a written statement notifying the Airport Manager of the change within ten (10) calendar days from the date such change occurs.
4. Within thirty (30) calendar days after the application for a Commercial Operating Agreement has been submitted to the Airport Manager, the application will either be approved or denied. In the event the application is denied, the Airport Manager shall specify in writing the grounds for denial. The applicant shall have the right to appeal.

5. A Commercial Operating Agreement may be revoked by the Airport Manager for cause upon five (5) calendar days written notice to the Operator. Such notice shall be either hand-delivered or mailed by certified mail to the address stated on the application. Such revocations are subject to the appeal process as stated in Article 4, paragraph 3. Causes for revocation include, but are not limited to:
 - A. Breach of any Agreement entered into with the Airport.
 - B. Failure to make timely payment of any fees, fines, or other moneys due to the Airport.
 - C. Violation of any rule, regulation, security requirement, or Minimum Standard of the Airport now existing or hereafter adopted.
 - D. Any act or omission of the Operator adversely affecting the Airport operations or posing a danger to the public health, safety, or welfare.

Article 15 Rental Car Business

Section 15.1 Statement of Concept

Businesses desiring to operate as a Rental Car Business shall comply with the following:

1. Provide makes and models of Vehicles that do not exceed two (2) years of age.
2. Maintain rental automobiles in good operating order, free from known mechanical defects, and in a clean, neat and attractive condition, inside and out.
3. Maintain such business hours for such periods during each day and such days during each week as may be necessary to meet reasonable demands of the public.
4. As used herein, the term "gross receipts" shall mean the total sum of money paid or payable (after any discount specifically shown on the car rental agreement), by the customer to the concessionaire for or in connection with the use of a vehicle contracted for, delivered or rented by the customer at the Airport, regardless of where payment is made, the vehicle is returned or the rental order was received, plus any sum received from the customer by reason of his acceptance of personal accident insurance.

Section 15.2 Procedures

1. Non-Lease Tenant or Operator businesses desiring to operate as a Rental Car Business shall also comply with the following:
 - A. Pay the Airport three percent (3%) of gross receipts within twenty (20) calendar days following the close of the previous month.
 - B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Lease Tenant.
 - C. For the use of ready and return spaces in the Airport's public use parking lot, there will be a charge in accordance with the Airport Fees and Charges Schedule.
 - D. To operate no vehicle on Airport premises except to pick up or deliver customers holding reservations with the Non-Tenant Operator or who have returned a vehicle to the Non-Tenant Operator.
 - E. While operating on Airport property, stop only in areas designated for use by such vehicles and make no attempt to solicit business in any manner while on Airport property.

- F. To make available to the Airport or the FCBCC, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.

- G. Provide insurance coverage in amounts no less than specified in **Appendix B.**

Article 16 Through-the-Fence Operations

Section 16.1 Statement of Concept

Through-the-Fence Operations are defined as the use of Airport property by operators offering an aeronautical activity on land adjacent to, or by aircraft based on land adjacent to, but not part of, the Airport property. In accordance with FAA guidance, as a general principle, the FCBCC will not enter into an Agreement that permits access to the AOA by an independent operator offering an aeronautical activity, or by aircraft based on land adjacent to, but not part of, the Airport property. Exceptions will be considered on a case-by-case basis, and only when lease terms and operating restrictions can ensure security, safety, equitable compensation to the Airport and a fair competitive environment for other comparable Airport tenants. A Through-the-Fence proponent must be willing to accept an increased risk of the Agreement being terminated due to security issues. Prior to issuing an airport improvement grant all Through-the-Fence access must be documented and acknowledged by the FAA and the State of Florida.

Since 1982, the FAA has emphasized the importance of avoiding the encroachment of residential development on public airports. In 2006, the FAA came to a position that a residential airpark whether on or adjacent to a federally obligated airport is an incompatible land use and that permitting airpark development is inconsistent with the terms, conditions, and restrictions contained in federal land transfer documents, grant assurance 21, *Compatible Land Use*, contained in AIP funding grants, and 49 USC 47107(a)(10). Through-the-Fence Operations may also be inconsistent with security guidance provided by the TSA in Information Publication (IP) A-001, *Security Guidelines for General Aviation Airports*.

The obligation to make an airport available for use and benefit of the public does not impose any requirement to permit access by aircraft from adjacent property. The existence of such an arrangement could place an encumbrance upon the Airport property unless the off-site owner or operator conforms in all respects to the requirements of any existing or proposed grant agreements. The FCBCC may execute Through-the-Fence commercial aviation operations, after receiving written application in accordance with this document, through a Concessionaire or Operators Agreement. In all cases, applicable requirements of this document will be enforced.

Section 16.2 Minimum Standards

Any through the fence operation will be required to submit a facility site plan for its own property to the FCBCC. The Through-the-Fence operation, in cooperation with the FCBCC, then may proceed to seek any necessary land use approval from the County. Any such approval must be made in compliance with statewide land use planning requirements. If the facility site plan is approved by the appropriate local government in compliance with applicable statewide land use planning requirements, the facility site plan shall be incorporated into the Airport Layout Plan.

Except as otherwise provided in any Agreement between the Operator and the Airport, a Through-the-Fence Operator shall obtain a permit and pay any associated fees to lease aircraft hangar space. Permit procedures shall be the same as those required for non-tenant businesses including:

1. Maintaining sufficient hours of operations to meet public demand.
2. Provide Insurance Coverage Found in **Appendix B**.

Article 17 Ultralight Vehicle Operations

Section 17.1 Statement of Concept

Ultralight Operators must comply with all provisions of the CFR Title 14, Part 103 and all Rules and Regulations issued by the Airport Manager.

Prior to any ultralight operation, the Airport will determine if this activity will present, or create, a safety hazard to the normal operations of aircraft arriving or departing the Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations.

Section 17.2 Minimum Standards

Except as otherwise provided in any Agreement between an Ultralight Operator and the Airport, the Operator shall maintain the following minimum standards.

1. Meet FAR Part 103.1 criteria and operate in accordance with FAR Part 103 or be certificated as an aircraft and operated under the applicable regulations.
2. If requested, cooperate with any FAA Inspection of the ultralight vehicle.
3. Be familiar with FAA Advisory Circular (AC) series under 103 which contain information on the operation of ultralight vehicles.
4. Equip the ultralight with a radio capable of two-way communications. Follow all communication procedures found in AC 103-6.
5. Coordinate with the Airport Manager to obtain permission to operate the ultralight vehicle.
6. Provide insurance coverage in amounts not less than what is found in **Appendix B**.

Article 18 Skydiving Operations

Section 18.1 Statement of Concept

A Commercial Skydiving Operator engages in the transportation of persons for skydiving, instruction in skydiving, and rental, and sales, of skydiving equipment. Commercial Skydiving is not permitted at the Flagler County Airport except by written consent of the Airport Manager. Prior to starting Skydiving Operations, the Airport and FAA will determine if this activity will present, or create, a safety hazard to the normal operations of aircraft arriving or departing the Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations.

Section 18.2 Minimum Standards

A commercial skydiving tenant shall meet or exceed the basic safety requirements (BSR) of The United States Parachute Association, FAR Part 105, and related FAA ACs. The tenant shall provide:

1. A leasehold area of one (1) acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. A leased or constructed building(s) which will provide three thousand seven hundred fifty (3,750) square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, flight planning area, and telephone service to the Flight Service Station or the United States Weather Bureau.
3. A leased or constructed paved ramp consisting of a minimum five hundred and Fifty Five (550) square-yard ramp with a total build-out of the leased property being at least one thousand, one hundred (1,100) square yards suitable for storage and parking aircraft.
4. Provide the Airport Manager with at least seventy-two (72) hours notice for permit approval prior to launch of any skydiving operation.
5. A total of at least one (1) airworthy, properly equipped aircraft outfitted for skydiving owned or leased in writing to the Lessee and at least one appropriately rated jumpmaster and one appropriately rated commercial pilot.

Permit procedures shall be the same as those required for non-tenant businesses including:

1. Maintaining sufficient hours of operations to meet public demand.
2. Providing insurance coverage in amounts not less than the following:
3. Workers' Compensation and Employers Liability Insurance - Statutory limits. This coverage is required when the Operator has employees, regardless of the number.
4. Provide insurance coverage in amounts no less than specified in **Appendix B**.

Article 19 Specialized Commercial Operations

Section 19.1 Statement of Concept

A Specialized Commercial Flying Service engages in air transportation for hire for the purpose of providing the use of aircraft including, but not limited to the following:

1. Non-stop sightseeing flights that begin and end at Flagler County Airport.
2. Crop dusting, seeding, spraying, and bird chasing
3. Banner towing or aerial advertising
4. Aerial photography or survey
5. Power line or pipeline patrol
6. Hot air balloon or blimp operations

Section 19.2 Minimum Standards

1. A Permit is required for Specialized Commercial Operations. See the Airport Manager for application procedures.
2. Maintain sufficient hours of operations to meet public demand.
3. Maintain the proper Federal, State of Florida and Flagler County license for the type of operation conducted.
4. Provide insurance coverage in amounts no less than specified in **Appendix B**.

Article 20 Operation of Flying Clubs

Section 20.1 Statement of Concept

A flying club is defined as any organization established, and existing, for utilization of aircraft by member pilots of the club. The club will be a not for profit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft, for their personal use and enjoyment only. The aircraft ownership must be vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club will be equal and no part of the net earnings of the club will inure to the benefit of any member in any form including salaries and bonuses. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the requirements of these minimum standards.

Section 20.2 Minimum Standards

The club will operate pursuant to a permit for operation of a flying club issued by the Airport Manager or designee. Except as otherwise provided in any Agreement between the Flying Club and the FCBCC, the Flying Club shall operate under the following conditions:

1. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft. Flying clubs may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club will permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a lessee based on the airport and who provides flight training in accordance with an Agreement with the FCBCC.
2. Any qualified mechanic who is a registered member of the flying club may conduct maintenance work on such aircraft provided, however, that the flying club has received a permit to conduct such maintenance from the FCBCC and complies with the rules and regulations of the Airport. Compensation for such maintenance work is limited to credit against payment of dues or flight time.
3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person, or firm, other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment. The FCBCC reserves the right to audit the club for the purpose of verifying that their books, records and receipts are in compliance with these minimum standards.

4. The flying club with its application to the Airport will furnish the following information and will maintain such information current at all times:
 - Charter and bylaws
 - Ownership agreement
 - Articles of association or incorporation
 - Proof of aircraft ownership
 - Membership roster
 - List of officers and directors
 - Other documentation supporting club's existence, if available
 - Safety plan

5. The flying club agrees to protect, defend, reimburse, indemnify and hold the FCBCC, its agents, employees and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney's fees) and causes of action of every kind and character (to the extent allowed by law except to the extent caused by the FCBCC's negligence) by reason of any damage to property or the environment, including any contamination of airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this permit is executed or as may be redefined by the appropriate regulatory agencies in the future, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with flying club's performance under this permit, flying club's use or occupancy of the premises, flying club's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of permit or any breach of the terms of the permit. Flying club recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant in accordance with laws of the State of Florida.

6. The flying club agrees, at its own expense, to carry and keep in force liability insurance covering bodily injury and property damage and such other insurance as may be necessary to protect the Authority herein from such claims and actions set forth in the foregoing indemnity clause. The insurance required will include the FCBCC as an additional insured under the policies as to the operations of the flying club on the Airport for all aircraft. The naming of the FCBCC as an additional insured in such policies of liability insurance will not thereby cause the FCBCC to be deemed a partner or joint venture with the flying club in its business conducted on the Airport. The flying club will provide the Airport Manager an insurance certificate, acceptable to the FCBCC, evidencing the types and amounts of insurance for all aircraft as is required herein. No approval will be issued until properly completed insurance certificates are presented to and accepted by the Airport Manager.

7. Prior to the conduct of flying club's operations on the Airport, the flying club, without expense to the Airport, will obtain and cause to be kept in force at all times during the term of the Agreement liability insurance issued by a company or companies acceptable to the FCBCC as provided in **Appendix B**.

8. The operation of the flying club will, in all cases, be non-commercial and the conduct of any commercial activity by the flying club, or the violation of any portion of this directive, will be grounds for immediate suspension or cancellation of the authorization to operate the flying club on the Airport.
9. Compliance with the insurance requirements in these minimum standards does not relieve the flying club of its liability or obligation to indemnify the FCBCC as set forth in these minimum standards.
10. Flying clubs organized, and managed, through an FBO doing business at the Airport are not subject to these provisions

Article 21 Minimum Construction and Design Standards for Aircraft Hangars and Other Buildings

Section 21.1 Statement of Concept

The purpose of these Design Standards is to ensure consistent, high quality development and to protect and enhance the investment of all those locating within the Airport. These standards provide a basis for directing and evaluating the planning and architectural design of improvements to each lot. The following goals form the basis for these design standards:

- **Economic** - Protection of property values and enhancement of investment.
- **Environmental** - Conservation of existing natural features and minimum adverse impact on the ecosystems.
- **Function** - Encouragement of imaginative and innovative planning of facilities and sites and flexibility to respond to changes in market demand.
- **Visual** - Variety, interest and a high standard of architectural and landscape design.
- **Social** - Amenable working environment, which is an integral part of the community.
- **Safety** - Provide and secure storage of vehicles and equipment.

Section 21.2 Minimum Standards

Buildings may not be constructed on airport property, unless approved by the Airport Manager for conformance in each of the following areas:

1. Consistency with the current Airport Layout Plan.
2. Comply with all applicable building restriction lines and height restrictions.
3. Avoid interference with any Airport or FAA radio or guidance equipment due to location or type of structural material.
4. Minimum structural standards as provided in **Appendix E**.
5. Access is provided to the proposed building, including any required easements, roads or taxiways.
6. Obtain an approved Lease Agreement with the FCBCC or an approved sublease with an existing authorized tenant of the Airport. Such lease to include all areas deemed necessary to the normal use of the building. Minimum separation beyond the outermost perimeters of the structure shall be in accordance with the ALP. This provision may be waived, in whole or in part, by the Airport Manager to facilitate Airport Operations or access. Requests for waiver must be in writing, shall state the reason for the waiver and shall state in detail the mitigating measures to be taken with respect to potential adverse impacts that may arise from granting the requested waiver.

7. All newly constructed hangars must include plans for ramps space directly in front of the hangar that is equal to, or exceeds, the square footage of the hangar itself in order to accommodate the maneuvering of aircraft in and out of the hangar.

These standards shall apply to all properties on the Airport, and are in addition to any other jurisdictional requirements, including but not limited to Zoning Ordinances and Building Codes.

Copies of all structural plans, site plans, and material specifications developed by a certified architect and/or engineer shall be provided to the Airport Manager or designee for review and approval and upon approval shall become the property of Flagler County.

The Airport Manager or designee shall make frequent inspections during construction of any approved building. No changes to, or variations from approved plans and specifications shall be permitted unless approved in writing by the Airport Manager.

Construction of any approved structure or material component thereof, may not commence until the following documents or proofs thereof are provided to the Airport Manager.

1. Contractor's Comprehensive General Liability Insurance and automobile Liability Insurance policies in an amount not less than that provided in **Appendix B**.
2. Property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the Lessee, the Contractor, and Subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.
3. Performance, Material and Labor Payment Bond payable to the Flagler County Airport in an amount equal to the entire cost of the project. A one year maintenance bond equal to 10% of the amount of the Performance, Material and Labor Payment Bond shall be required upon substantial completion of the work.

Temporary buildings must be approved by the Airport Manager as to type, use, design and location on an individual basis for a specified term and that removal of temporary buildings will be done by the Lessee, at his expense, within fifteen days of the end of the approved term.

In the event of any failure on the part of any Lessee to comply with Airport requirements or any failure to complete a construction project according to the approved plans and specifications, or within a reasonable time as determined by the Airport Manager, shall be cause for the Airport Manager to revoke any ground lease with the Lessee of the project and require that the structure be removed from the airport property. In addition to the foregoing remedies, the Airport Manager shall retain all other remedies provided by the lease term or provided by law.