

Minimum Standards for Commercial Aeronautical Activities

Zephyrhills Municipal Airport

City of Zephyrhills

Zephyrhills, Florida

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INTRODUCTION

The use and leasing of public airport facilities is a complex process in which consideration must be given to compliance with various federal and state policies and requirements. Various federal documents provide guidance and compliance requirements for using and leasing airport facilities, including:

- FAA Federal Grant Assurances
- FAA Order 5190.6A, Airport Compliance Requirements
- FAA AC Order 5100.38A , Airport Improvement Program Handbook
- FAA AC 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities (contained in Appendix A)
- Florida State Statutes 330-333.

These documents, and any other related federal, state, and local documentation, should be consulted during the process of negotiating aviation agreements. Additionally, local legal counsel should review any legally binding agreement prior to execution.

Airport operators have found that the best method of ensuring fairness, consistency, and compliance in the leasing of airport facilities is through development of three key instruments, which are:

- An effective local lease policy
- Minimum Standards for Commercial Aeronautical Activities
- An effective lease agreement.

Minimum Standards are defined by the FAA as the qualifications which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport. Accordingly, minimum standards should provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized aeronautical activities. In essence, minimum standards establish base line, or "minimum", requirements and qualifications to ensure a safe and specified level of service for the community, as well as fairness and consistency in the leasing of airport facilities.

CITY OBJECTIVES

The City of Zephyrhills owns and operates Zephyrhills Municipal Airport for the benefit of the local community and the state and national air transportation systems. The City of Zephyrhills desires to ensure that the public receives a safe and reasonable standard of aeronautical services. The City also desires to provide a fair and reasonable opportunity, without discrimination, to all qualified parties interested in leasing facilities and providing commercial aeronautical services at Zephyrhills Municipal Airport. The City also desires to comply with State and Federal policy and regulations relative to the leasing of airport facilities.

Accordingly, the objective of the City of Zephyrhills in promulgating these minimum standards for commercial aeronautical activities is to:

- Provide a fair and consistent mechanism for the leasing of facilities and provision of aeronautical services at Zephyrhills Municipal Airport
- Maintain compliance with State and Federal policy, regulations, and grant assurances.

The minimum standards contained herein should not be considered all-inclusive of the requirements that must be met to operate a commercial aeronautical activity at Zephyrhills Municipal Airport. All commercial aeronautical activities located at Zephyrhills Municipal Airport will be subject to all applicable federal, state, and local laws, codes and ordinances and other similar regulatory measures, including airport rules and regulations. Also, a written lease agreement with the City of Zephyrhills is required prior to commencement of any commercial aeronautical service or activity. Furthermore, the minimum standards contained herein may be revised, supplemented, and/or amended by the City from time to time in such a manner as to reflect changes at the airport and fairness and consistency to all existing and prospective future airport tenants.

FEDERAL/STATE POLICY

The City of Zephyrhills accepts Federal and State funding for airport development projects at Zephyrhills Municipal Airport, and consequently must comply with Federal and State regulations and policy. As set forth in the Airport and Airway Improvement Act of 1982, as amended, and the Airport Improvement Program sponsor assurances, “the sponsor of an airport that has received federal grant assistance is required to operate the airport for the use and benefit of the public, and to make it available for all types, kinds, and classes of aeronautical activity.”

Federal Aviation Administration Advisory Circular (AC) 150/5190-5 provides basic information and guidance pertaining to minimum standards and state grant obligations involve several distinct requirements. Most important is that the airport and its facilities must be available for public use. The terms imposed on those who use the airport and its services must be reasonable and applied without unjust discrimination.” A copy of FAA AC 150/5190-5 is contained in Appendix A.

Upon acceptance of federal grants for development of airport facilities, the City must agree to comply with numerous federal grant assurances. The following grant assurance addresses the obligation of establishing minimum standards, as follows:

Grant Assurance 22a-*requires the airport sponsor to make the Airport available for public use on fair and reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical use.*

State policy and requirements are generally set forth in Joint Participation Agreements (JPA's). A JPA is an agreement between the State of Florida and a “Sponsor” which delineates the terms and conditions of State funding.

DEFINITIONS

Aeronautical Activity - Shall mean any activity 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 and shall include, but not by way of limitation, all activities commonly conducted at airports, such as charter operations, pilot training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising, surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products (whether or not conducted in conjunction with other included activities), repair and maintenance of aircraft, sale of aircraft parts, sale and maintenance of aircraft accessories, radio, communication and navigation equipment, flying clubs, commercial skydiving, ultra light aircraft operations and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an "aeronautical activity."

Airport - Shall mean the Zephyrhills Municipal Airport, operated by the City of Zephyrhills, Florida.

Airport Tenant - Shall mean any person, firm, or corporation leasing property or facilities at Zephyrhills Municipal Airport.

Agreement - Shall mean the Lease and Operating Agreement.

Building - Shall mean any existing or planned facility, hangar, or T-hangar of wood, concrete, concrete block, or substantial metal construction on a concrete foundation to be located on Airport property and approved by the Airport Manager and the City.

Exclusive Right - A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right.

Fixed Base Operator (FBO) - Shall mean any person, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the Airport, for the purpose of providing, or engaging in, aeronautical services and/or activities for the public.

Lessee – Shall mean any person, firm, general or limited partnership, corporation, trust or association, or any other legal entity, leasing facilities and/or services from the City under a valid lease agreement, as specifically defined in each individual lease agreement.

Lessor - Shall mean the City of Zephyrhills or as otherwise specifically defined by each individual lease agreement.

Master Plan - Shall mean current master plan report and the scaled dimensional layout of the entire Airport, indicating current and proposed usage for each identifiable segment as approved by the City, the State, and the Federal Aviation Administration.

Minimum Standards - The qualifications or criteria which may be established by an airport owner as a minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

Renter – A person or organization that holds, or has the use of, property by payment of rent as established in a Rental Agreement for an unspecified period of time. Renter shall not hold

interest, ownership or maintenance responsibilities of the said property and/or facilities. Renter shall not be held liable for lease related requirements such as tax assessments, insurance, etc. Any renter performing commercial aeronautic activity shall obtain approval of its status from the Airport Advisory Board. Any such renter shall, within sixty (60) days, of approval by the Airport Advisory Board, provide to that Board all of the requirements contained in Lease Application Process and Proposal Requirements found in the Minimum Standards for Commercial Aeronautical Activities of the Zephyrhills Municipal Airport.

Sub-Lessee – A third party holding a contract for a specified period of time with a Lessee on the Zephyrhills Municipal Airport. Said sub-lease shall be approved by the City of Zephyrhills and the Zephyrhills Municipal Airport. Sub-Lessee is solely responsible to and enjoys the same rights and responsibilities as the Lessee of said property as stipulated in the sub-lease contract.

LEASE APPLICATION PROCESS & PROPOSAL REQUIREMENTS

Leasing of Facilities at Zephyrhills Municipal Airport

Any individual, firm, or corporation desiring to lease airport facilities shall be required to submit a written application containing the items specified herein. The City shall review, evaluate, and act upon the application within a period of 90 days from receipt of the completed application following the procedures contained in this section.

LEASE PROPOSAL REQUIREMENTS

The City will not accept, or take action on, a request to lease building space or land area, or a request for assignment of an existing lease, or in any way permit the installation of a commercial activity until after the proposed Lessee, in writing, submits a proposal, which clearly sets forth the scope and type of operations being proposed, including the following:

1. A description of the proposed commercial activity and detailed business plan.
2. The names of all parties owning an interest in the business and those that will be directly responsible for the day-to-day management of the business.
3. The amount of land the Lessee desires to lease.
4. The facilities to be constructed or leased.
5. The services to be offered, hours of proposed operation, number of persons to be employed, and the number of aircraft to be based at the airport.
6. Certificate of Insurance or other satisfactory evidence indicating the capability to obtain coverage as required.
7. Evidence of financial capability (including a current financial statement) to perform and provide the services and facilities proposed.
8. Historical evidence of satisfactory performance of previous similar commercial activity at other locations, including dates and location. Record of any insolvency or bankruptcy proceeding in any past business relationships.
9. Aeronautical qualifications including years experience in proposed operation, past experience in other related activities, and four references.
10. Other information the City may require and specifically request.

CITY APPLICATION REVIEW AND ACTION

Following receipt of an application for lease of airport facilities, or assignment of an existing airport lease, the City of Zephyrhills Site Plan Review Committee shall evaluate the application(s) on the basis of the items specified in "Lease Proposal Requirements" and develop a ranking of the top three applicants. A background investigation shall be performed for the top three applicants relative to criminal history, immigration status, credit worthiness and past business performance. All fees for the background investigation shall be the responsibility of the applicant(s). The Site Plan Review Committee shall forward the results of the background investigation and ranking of submitted applicants to the Airport Advisory Board which shall make a recommendation for approval or denial to the City Council.

All applications will be reviewed and acted upon by the City within 90 days from the receipt of the application. Applications may be denied for one or more of the following reasons:

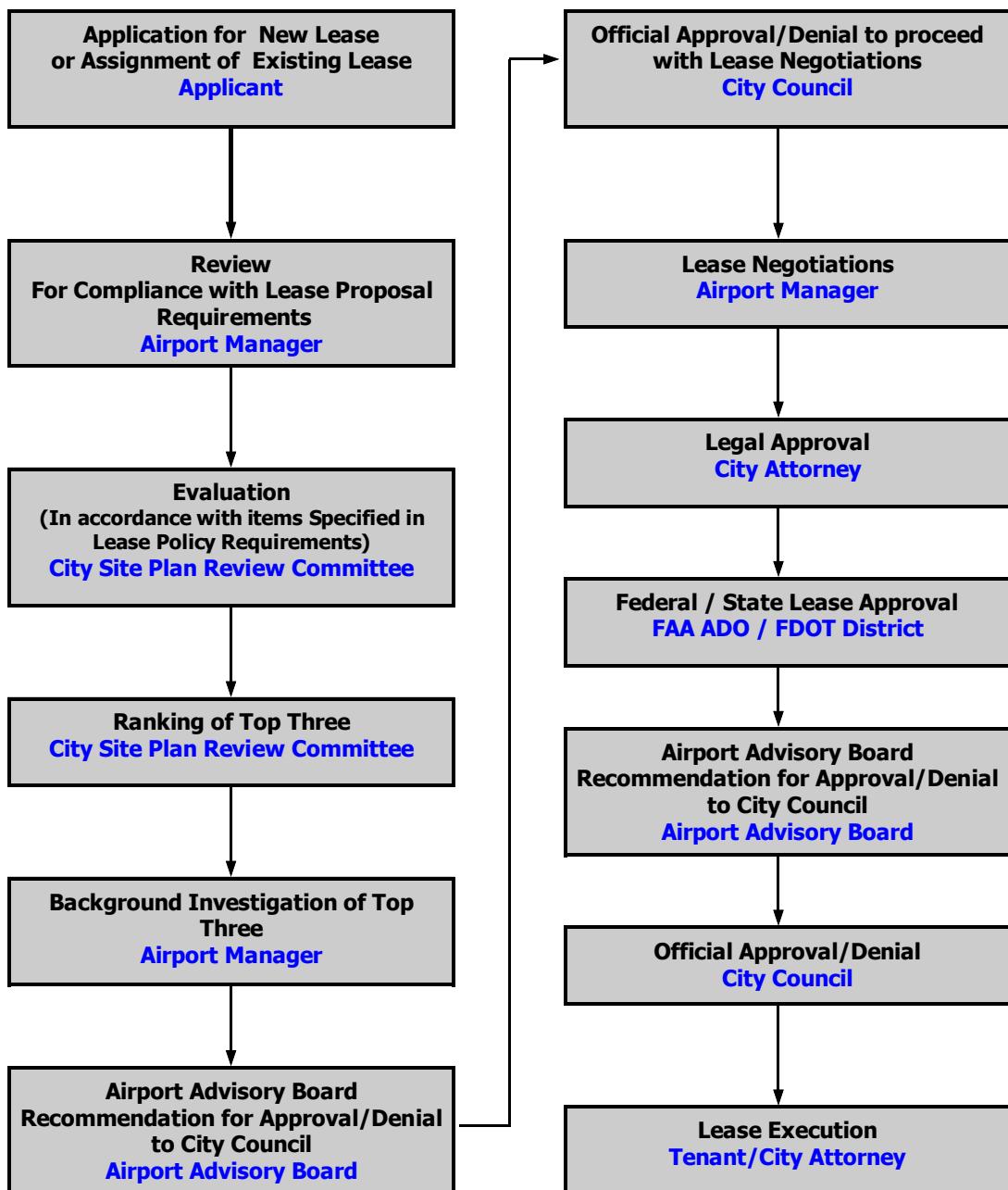
1. The applicant does not meet qualifications, standards and requirements established by Minimum Standards.
2. The applicant's proposed operations or construction will create a safety or security hazard.
3. The granting of the application will require unauthorized expenditure of local funds, labor or materials on the facilities described in, or related to, the application, or the operation will not provide the minimum rate of return specified in the City Lease Policy.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, airport development or construction does not comply with the approved Airport Layout Plan.
6. The development or use of the area requested will result in a congestion of aircraft or buildings, or will result in excessive interference with the operations of any existing tenant on the Airport, such as preventing free access and egress, or will result in depriving, without the proper economic study, an existing tenant of portions of its leased area in which it is operating.
7. A party applying, or having an interest in the business, has supplied false information, or has misrepresented a material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. A party applying, or having an interest in the business, has a record of violating the Rules, or the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations, or any other rules and/or regulations applicable to this or any other Airport.
9. A party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City or any lease or other agreement at any other airport.

10. A party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the City to provide and maintain the business to which the application relates, and to promptly pay amounts due under the lease.
11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
12. The applicant has committed a crime, or violated a local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the operation applied for.
13. Any other reason that would result in an activity deemed not consistent with City Policy, or not be in the best interest of the City of Zephyrhills or National and/or Florida Aviation System.

Lease Application / Proposal Process

90 Days from Receipt of Application

"The City shall review, evaluate, and act upon the application within a period of 90 days from receipt of the completed application following the procedures specified in the City Lease Policy."



Source: Airports USA, Inc. 2002

REQUIREMENTS FOR ALL LEASES

In providing any of the required services or activities specified herein, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the Airport. Lessee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
2. Lessee shall select and appoint a full-time manager of its operations at the Airport. The manager shall be qualified and experienced and vested with full power and authority to act in the name of Lessee with respect to the method, manner and conduct of the operation of the services to be provided by Agreement. The manager shall be available at the Airport during regular business hours. During the manager's absence a duly authorized subordinate shall be in charge and available at the Airport.
3. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by agreement.
4. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.
5. Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at its sole expense and cost, contest any tax, fee or assessment.
6. Lessee shall comply with all Federal, State and City laws and standards, the Airport Master Plan, and airport rules, regulations and minimum operating standards which may apply to the conduct of business contemplated, including but not limited to all Occupational and Business Licenses and Permits required by Federal, State and City laws and standards. These licenses must be posted in a prominent place for public inspection.
7. It is expressly understood and agreed that, in providing required services pursuant to the Agreement, Lessee shall have the right to choose, at its sole discretion, its vendors and suppliers.
8. During the term of the Agreement, Lessee shall have the right, at its expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs

shall be of size, shape and design, and at a location or locations approved by Lessor and in conformation with the City Sign Ordinance and any overall directional graphics or sign program established by Lessor. However, no sign shall violate FAR Part 77 specified surfaces or degrade the level of illumination of airfield navigational and guidance systems, or impact pilot night vision operations, as determined by the FAA and/or the Airport Manager. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of the Agreement, said sign(s) shall remain the property of the Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the premises at the expiration of the term of the Agreement.

9. It is not the intent of any City Agreement to grant Lessee the exclusive right to any or all of the service described herein at any time during the term of the Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:
 - a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport;
 - b. Following the official date of adoption of these standards, operators of aeronautical endeavors or activities will not be permitted to operate at the Airport under rates, or terms and conditions which are more favorable than those adopted in the City's current lease policy; and it will not permit the conduct of any commercial aeronautical endeavor or activity at the Airport except under an approved lease or operating agreement.
10. The Lessee shall satisfy the City as to the Lessee's technical and financial ability to perform the services of proposed operation before and during the term of the lease of Airport property. In the event of insolvency, voluntary or involuntary bankruptcy, or an arrangement for creditors, the City shall have the option to terminate such lease.
11. Airport tenants shall comply with the standards pertaining to such Airport tenants contained in Type 12 Minimum Requirements hereinafter set forth.
12. Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
13. It is clearly understood by the Lessee and the Lessor that no rights or privileges have been granted which would prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
14. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

15. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
16. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
17. Any executed lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government, and/or State of Florida, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
18. Each Lessee shall furnish satisfactory evidence of at least the following Insurance coverage and conditions:
 - A. Single Limit Airport Premises Liability of \$1,000,000.00 for Bodily Injury and Property Damage.
 - B. Where applicable, Hangar keeper's Liability, and Aircraft Liability in an appropriate amount.
 - C. Workmen's Compensation Insurance as required by the State of Florida.
19. Insurance policies shall also name the City as a named insured and shall contain a clause which shall provide that in the event Lessee's insurance coverage, or any part thereof, should be cancelled or materially changed, the City shall receive at least fifteen (15) days prior written notice of such change.
20. All Lessee personnel shall hold all required Federal Aviation Administration certificates and ratings, and shall maintain such certificates and ratings.
21. Lease assignment shall not be unreasonably withheld.
22. All Fixed Base Operators and Airport Tenants shall conform with and by all rules and regulations of the Federal Aviation Administration and the City of Zephyrhills.
23. No construction of any kind shall be done at Zephyrhills Municipal Airport without the prior approval of the State of Florida and the Federal Aviation Administration or its successor governmental agency and the City and no such approval shall be granted unless such construction and design is consistent with the master plan for the development of said Airport.

24. A Fixed Base Operator or Airport Tenant shall not assign his lease, nor sublet any portion of his lease, without the express written approval of the City. In the event of an approved assignment, the assignee shall submit the items specified under lease proposal requirements and be subject to the lease proposal evaluation process.
25. A Fixed Base Operator or Airport Tenant shall not engage in any business or activity on Zephyrhills Municipal Airport other than those authorized under his particular category or categories.
26. The provisions of these terms shall in no way negate or cause to be null or void existing leases. However, no new leases will be executed, nor will amendments to, or assignment of, existing leases be executed unless the lease is in compliance with the standards and requirements contained herein.
27. All improvements made to the property become the property of the City when made and are then considered as leased property to the Lessee/Tenant.
28. A one (1) use building can use their building for 25% of retail related to aviation gross with reasonable cause and approval by Zephyrhills Municipal Airport Authority.
29. Any lessee of the Zephyrhills Municipal Airport that subleases, assigns their lease, or rents to any person who then performs any commercial aeronautical activity on the Airport shall notify the Airport Advisory Board of such tenant within ten (10) days of such transaction.

MINIMUM STANDARDS - SPECIFIC SERVICES

A. Type 1 Minimum Requirements—Aviation Petroleum and Ramp Services

Provision of fuel and lubricants, public terminal facilities, and aircraft parking and tie down services for based and itinerant aircraft.

1. Land - A leasehold of two acres to provide space for all buildings, aircraft parking, paved ramp area, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) to serve as a general aviation terminal which will provide at least 2,000 square feet of properly lighted space to perform work, office space, storage, a public waiting area that includes two (2) restroom facilities, restaurant or appropriate vending machines and a public use telephone.
3. Paved Ramp - A leased or constructed paved ramp area of, a minimum 20,000 square feet ramp with a total build-out of the leased property being at least 22,000 square feet (i.e. 22,000 sq.ft. build-out = 2,000 sq.ft. building + 20,000 sq. ft. ramp) capable of accommodating aircraft up to 12,500 pounds maximum gross weight. Aircraft parking and tie-down areas with adequate tie-down facilities including approved ropes and wheel chocks, for a minimum of ten aircraft. Lessee shall demonstrate capability to effectively and safely move aircraft to such areas and park them in compliance with all local regulations.
4. Services - Aircraft ground guidance within the uncontrolled areas adjacent to the premises, and ramp service, including sale and delivery of aviation fuels, lubricants, and other related aviation products. Apron servicing of and assistance to aircraft, including itinerant parking, storage, and tie-down service for both based and itinerant aircraft upon or within facilities leased to Lessee or aircraft parking areas designated by Lessor.

Customary accommodations for the convenience of users, including passenger and pilot lounge areas, information services and telephone service connections to the Flight Service Station, restaurant or appropriate vending machines, and rental car services. An adequate number of fire extinguishers, aircraft tugs, ground power starter units, and auxiliary power units to meet airport user requirements.

Provision, maintenance and operation of an airport UNICOM providing airport advisory services during the hours set forth in Paragraph 7, Hours of Operation. Other services, including, on-airport transportation for crews and passengers.

5. Personnel - At least two (2) full-time employees properly trained in aircraft fueling and ramp safety procedures.
6. Fuel Facilities and Fuel Supply - At least one (1) metered and filter-equipped dispenser, fixed or mobile, for dispensing 100-octane aviation fuel and a storage

tank having a minimum capacity of 10,000 gallons. Mobile dispensing equipment shall have a total capacity of at least 500 gallons for each grade or type of fuel. Maintenance of pumping equipment meeting all applicable safety requirements with reliable metering, filtering and grounding devices subject to independent inspection and with a pumping efficiency capable of servicing aircraft up to 12,500 pounds maximum gross weight. An adequate supply of 100-octane and jet fuel will be maintained at all times and Lessee will secure and maintain an on-going contract with a bona-fide fuel supplier to ensure continuous supply of aviation and jet fuel.

7. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 P.M., 7 days a week. Emergency "on- call" service will be provided during off duty hours.
8. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for at least the following:
 - A. Comprehensive Public Liability and Property Damage
 - B. Bodily Injury - Each person/each accident
 - C. Property Damage - Each accident

B. Type 2 Minimum Requirements—Airframe and Power Plant Repair

Provision of one or a combination of airframe, engine and accessory overhaul and repair services on aircraft up to and including 12,500 pounds maximum gross weight. This category also includes the sale of aircraft parts and accessories.

1. Land - A leasehold area of one acre to provide space for all buildings, temporary parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 5,000 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, and sufficient storage area for aircraft parts and equipment.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet to provide temporary storage and parking of aircraft.
4. Personnel - At least two (2) employees currently certificated by FAA to perform airframe or power plant repair. At least one (1) of these employees must be appropriately rated to perform 100-hour and annual inspections.
5. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 p.m., 5 days per week, however, staff shall be available on an on call basis 7 days a week.
6. Equipment - Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturer's recommendations and FAA requirements. Access to equipment and trained personnel capable of removing disabled aircraft with a gross landing weight of 12,500 pounds or less from the Air Operations Area. Lessee shall perform such removal service on request. As used in this Agreement, "Air Operations Area" shall mean those portions of the Airport provided and made available by Lessor for aircraft and related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces, and areas directly associated therewith which are not leased by the Lessee or any other tenant at the Airport.
7. Owner Maintenance – Users and tenants of the airport who perform maintenance work of any kind on their own aircraft, as permitted under their lease, or other agreement or permission from the airport manager, may continue to provide such self maintenance without meeting the requirements of this section, only under the following conditions:
 - ❑ Work, including inspections required by the FAA, shall be performed only by the aircraft owner, or owner's employees, in accordance with regulations promulgated by the FAA, and only when said employees of the aircraft owner are bonafide employees maintained on the records and books of the aircraft owner as employees, subject to withholding of Social Security and income taxes and entitled to Unemployment and Workers' Compensation insurance, if applicable.

- Any person performing inspections or work claiming to be an employee of an aircraft owner exempt from the minimum standards set forth herein, must be able to demonstrate that such withholding taxes have been withheld from salary payments in accordance with requirements of the Internal Revenue Service.

8. Services - Major and Minor airframe and power plant repair, including 100 hour and annual aircraft inspections. Equipment and trained personnel to service aircraft up to 12,500 pounds maximum gross weight.

9. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:

- A. Comprehensive Public Liability and Property Damage
- B. Bodily Injury - Each person/each accident
- C. Property Damage - Each accident
- D. Hangar Keeper's Liability Bodily - Each aircraft/each accident
- E. Property – Each accident

C. Type 3 Minimum Requirements—Avionics Instrument or Propeller Repair

Provision of avionics, propeller, instrument, and accessory repair. Includes the sale of new or used aircraft avionics, propellers, instruments, and accessories.

1. Land - A leasehold area of one acre to provide space for all buildings, temporary parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 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, and sufficient storage area for parts and equipment.
3. Paved Ramp – A constructed paved ramp consisting of a minimum 6,250 square feet ramp with a total build-out of the leased property being at least 10,000 square feet.
4. Personnel - At least one (1) employee, certificated by the Federal Aviation Administration, in accordance with the terms of the Repair Station Certificate.
5. Hours of Operation - The normal hours of operation will be from 8 a.m. to 5 p.m., 5 days per week.
6. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
 - A. Comprehensive Public Liability and Property Damage
 - B. Bodily Injury - Each person/each accident
 - C. Property Damage - Each Accident

D. Type 4 Minimum Requirements—Flight Training

Provision of general aviation flight training services to include appropriate training necessary for FAA private, commercial, and instrument certification. Includes both dual and solo flight training and related ground school activities and rental of aircraft.

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 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, student briefing and classroom area, instructor lounge, flight planning area, and telephone service to the Flight Service Station or the United States Weather Bureau.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space) suitable for storage and parking aircraft.
4. Personnel - At least one (1) Certified Flight Instructor employed full time and currently certificated by the Federal Aviation Administration, with appropriate ratings to provide private, instrument, and commercial training; and the capability to provide at least one (1) instructor qualified to provide multi-engine training at Zephyrhills Municipal Airport.
5. Aircraft - A total of at least two (2) airworthy, properly equipped aircraft to include at least one (1) airworthy, properly equipped instrument single-engine; and one (1) airworthy, properly equipped complex aircraft, or, one (1) airworthy, properly equipped VFR single-engine and one (1) airworthy, properly equipped complex instrument aircraft owned or leased in writing to the Lessee.
6. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 p.m., 7 days per week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
 - A. Student and Renter Pilot Coverage, Comprehensive Public Liability/Property Damage
 - B. Liability and Property Damage
 - C. Bodily Injury - Each person/each accident
 - D. Property Damage - Each accident
 - E. Aircraft Liability Bodily - Each person/each accident

F. Property – Each Accident

E. Type 5 Minimum Requirements—Aircraft Rental

Leasing and rental aircraft to the public.

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 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. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space) suitable for storage and parking aircraft.
4. Personnel - At least one (1) Certified Flight Instructor employed full time with ratings appropriate for aircraft for rent, currently certificated by the Federal Aviation Administration.
5. Aircraft - A total of at least one (1) airworthy, properly equipped aircraft, owned or leased in writing to the Lessee.
6. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 p.m., 7 days per week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
 - A. Student and Renter Pilot Coverage, Comprehensive Public
 - B. Liability and Property Damage
 - C. Bodily Injury - Each person/each accident
 - D. Property Damage - Each accident
 - E. Aircraft Liability Bodily - Each person/each accident
 - F. Property - Each accident

F. Type 6 Minimum Requirements—Aircraft Sales

Public sale of new and used aircraft.

1. Land - A leasehold area of one acre to provide space for all buildings, temporary parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 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, and sufficient storage area for parts and equipment.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space) suitable for storage, parking, and display of aircraft.
4. Personnel - At least one (1) pilot currently certificated by the Federal Aviation Administration, with ratings appropriate to the types of aircraft to be demonstrated.
5. Dealerships - It shall be at the discretion of the Lessee: (1) Whether or not to be an authorized factory dealer; or (2) what manufacturer he chooses to represent. All aircraft dealers shall hold a dealership license or permit.
6. Aircraft - A dealer of new aircraft shall have available or on-call at least one current model demonstrator, and shall provide for demonstrations of additional models of the manufacturer for which a dealership is held, if any. An adequate supply of parts and servicing facilities will also be provided to customers during aircraft and parts warranty period.
7. Services - Provision for adequate servicing of aircraft and accessories during warranty periods of new aircraft.
8. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 p.m., 5 days per week.
9. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
 - A. Comprehensive Public Liability and Property Damage
 - B. Bodily Injury - Each person/each accident
 - C. Property Damage - Each accident
 - D. Aircraft Liability Bodily - Each person/each accident
 - E. Property - Each accident

F. Passenger Liability - Each passenger/each accident

G. Type 7 Minimum Requirements—Air Taxi, Air Charter, Cargo, Commuter Airline Operations

Provides unscheduled, or scheduled, charter or air taxi services to the public for hire. Lessees engaging in air taxi, charter, cargo, or commuter airline operations must be certificated by the Federal Aviation Administration under Federal Aviation Regulation Part 135 or Part 121 and meet the following minimum standards.

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 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, pilot and passenger lounge, restaurant or appropriate vending machines, and telephone service to the Flight Service Station or the United States Weather Bureau.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space) suitable for storage and parking aircraft.
4. Personnel - At least one (1) full time commercial or airline transport pilots currently certificated by the Federal Aviation Administration, who are appropriately rated to conduct the air taxi, charter, cargo or commuter airline service offered.
5. Aircraft - A minimum of one (1) airworthy, single engine instrument airplane is required. Beyond this minimum requirement, it shall be left to the discretion of the Lessee to provide the type, category, class, size and number of aircraft to meet the scope and magnitude of the service performed. All aircraft will be owned or leased in writing to the Lessee, and will be airworthy and meet all requirements of the certificate held.
6. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 p.m., 5 days per week, and at all other times deemed appropriate by the Lessee. Lessee shall have at least one (1) qualified pilot on standby during off duty hours.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
 - A. Comprehensive Public Liability and Property Damage
 - B. Bodily Injury - Each person/each accident
 - C. Property Damage - Each accident
 - D. Aircraft Liability Bodily - Each person/each accident
 - E. Property - Each accident

F. Passenger Liability - Each passenger/each accident

H. Type 8 Minimum Requirements—Specialized Commercial Flight Services

Photography, crop dusting, aerial advertising, aerial surveying, commercial sightseeing flights, glider/sail Plane Operations and any other commercial aeronautical activity, not covered under categories, including the following:

- A. Non-stop sightseeing flights that begin and end at the same airport within a 25-mile radius.
- B. Agricultural application.
- C. Banner towing and aerial advertising.
- D. Aerial photography and survey.
- E. Fire fighting.
- F. Power line or Pipeline patrol.
- G. Glider/Sailplane operations.
- H. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 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, and sufficient storage area for parts and equipment.
3. Paved Ramp – A constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space).
4. Personnel - At least one (1) commercial pilot certificated by the Federal Aviation Administration, who is appropriately rated to conduct the specialized flight services offered.
5. Aircraft - A minimum of one (1) properly certificated aircraft capable of performing the specialized service offered, owned or leased in writing to the Lessee.
6. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 p.m., 5 days per week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor.

Broad form contractual liability will be included. Insurance will be provided for the following:

- A. Comprehensive Public Liability and Property Damage
- B. Bodily Injury - Each person/each accident
- C. Property Damage - Each accident
- D. Aircraft Liability Bodily - Each person/each accident
- E. Property - Each accident
- F. Passenger Liability - Each passenger/each accident

I. Type 9 Minimum Requirements—Ultralight Operations

Ultralight vehicle rental, training, sales, and maintenance activities. A tenant engaged in commercial ultralight operations must comply with all provisions of Federal Aviation Regulations (FAR) Part 103 and operating directives issued by the airport manager.

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 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, and sufficient area for ultralight vehicle maintenance and storage of parts and equipment.
3. Paved Ramp – A constructed paved ramp consisting of a minimum 6,250 square feet ramp with a total build-out of the leased property being at least 10,000 square feet.
4. Personnel - At least one (1) basic flight instructor certificated as defined by Federal Aviation Administration Regulations Part 103.
5. Aircraft - A minimum of two ultralight vehicles owned or leased in writing to the Lessee equipped and maintained in accordance with Federal Aviation Administration Regulations Part 103 and in safe, flyable condition.
6. Hours of Operation - The normal operating hours will be from 8 a.m. to 5 p.m., 5 days per week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
 - A. Comprehensive Public Liability and Property Damage
 - B. Bodily Injury - Each person/each accident
 - C. Property Damage - Each accident
 - D. Aircraft Liability Bodily - Each person/each accident
 - E. Property - Each accident
 - F. Passenger Liability - Each passenger/each accident

J. Type 10 Minimum Requirements— Commercial Skydiving

A commercial skydiving tenant engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment. 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 Advisory Circulars.

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 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. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 6,250 square feet ramp with a total build-out of the leased property being at least 10,000 square feet suitable for storage and parking aircraft.
4. Personnel - At least one appropriately rated jumpmaster and one appropriately rated commercial pilot.
5. Aircraft - A total of at least one (1) airworthy, properly equipped aircraft outfitted for skydiving owned or leased in writing to the Lessee.
6. Hours of Operation – Hours of operation shall be at the discretion of Lessee.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
 - A. Student and Renter Pilot Coverage, Comprehensive Public
 - B. Liability and Property Damage
 - C. Property Damage - Each accident
 - D. Aircraft Liability Bodily - Each person/each accident
 - E. Property - Each accident

K. Type 11 Minimum Requirements—Aircraft Storage

Public storage of aircraft in “T”, conventional, and shade hangars.

1. Land - A leasehold area of two acres to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed T-hangar, shade, or conventional hangar of 10,000 square feet. A 700 square foot facility must be provided for office area, waiting area with two (2) restrooms. This facility may be included within the 10,000 square foot building. If more than one 10,000 square foot building is built, a 700 square foot facility must be available for renters at a reasonable walking distance to limit motorized vehicles on airport property.
3. Paved Ramp - A leased or constructed paved ramp on each accessible side at least equal in size to the footprint of the hangar. Access taxiways, constructed to FAA specifications, as necessary to accommodate aircraft access.
4. Personnel - At least one designated representative available on an on-call basis.
5. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following
 - A. Hangar Keepers Liability
 - B. Liability and Property Damage
 - C. Bodily Injury - Each person/each accident
 - D. Property Damage - Each accident
 - E. Aircraft Liability Bodily - Each person/each accident
 - F. Property - Each accident

L. Type 12 Minimum Requirements—Flying Clubs

The following requirements pertain to all flying clubs desiring to base their aircraft at the Airport. Prior to commencement of aeronautical activities, each club must obtain approval from the City and secure a lease and operating agreement for proposed activities. Prior to and during the term of the lease and operating agreement, each club, at the request of the City, will submit sufficient documentation to establish ownership, financial status, and technical ability, in addition to adhering to the following regulations:

1. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft, or aircraft, for their personal use and enjoyment only. The ownership of the aircraft, or aircraft, 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 shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). 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.
2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall 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. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by 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.
4. The flying club, with its permit request, shall furnish the airport management a copy of its charter and bylaws, articles of association, partnership agreement or other documentation supporting its existence a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public Liability (\$100,000/\$50,000) per person; public liability (\$300,000/\$100,000) per accident; property damage (\$100,000/\$20,000), with hold harmless clause in favor of the airport, its officers and employees (10 days prior notice of cancellation shall be filed with airport management); number and type of aircraft; evidence that aircraft are property certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by airport management or his authorized agent.

5. A flying club, at any airport controlled by this same airport management shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the rules and regulations of this airport management
6. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at all airports controlled by this airport management. A public hearing should be held for the purpose of considering such termination.

M. Type 13 Minimum Requirements—Airport Tenant

1. Land and Buildings - A leasehold area of land and buildings which shall be improved in accordance with applicable zoning ordinances and regulations pertaining to the airport and the Airport Master Plan, as approved by the City, and the Federal Aviation Administration.
2. Restrictions - Prohibited from engaging in any of the activities defined by Type 1 through Type 11 minimum requirements described herein, or any other aeronautical activity without approval of the City.
3. Responsibility - Be responsible that aircraft operated from the property leased or occupied by tenant are operated by personnel who hold appropriate and current Federal Aviation Administration Pilot Certificates and Medical Certificates, and that all activities (aeronautical and non-aeronautical) are conducted in accordance with all Federal, State, City and airport rules and regulations.

N. Type 14 Minimum Requirements—Multiple Services

1. Land - A leasehold for multiple activities shall contain the required square footage of land to provide space for specific use area requirements established for the service to be offered (specific use spaces need not be added where combination use can be reasonably and feasibly established), aircraft parking, paved ramp area, drainage retention, employee parking, and customer parking. However, a minimum leasehold area of three acres will be required for multiple services.
2. Buildings - A leased or constructed building(s) which will provide 10,000 square feet of properly lighted space to perform work, and storage, including 1,200 square foot office space and public waiting area that includes two (2) restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.
3. Paved Ramp - A leased or constructed paved ramp consisting of 20,000 square feet for parking and storage of aircraft.
4. Personnel - Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities, provided said personnel are properly certificated, rated or trained to carry out their assigned duties.
5. Aircraft - All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except aerial applicator (agricultural) aircraft, to meet multiple service requirements. At least three (3) aircraft must be owned or leased in writing to Lessee.
6. Equipment - All equipment specifically required for each activity must be provided.
7. Services - All services specifically required for each activity must be provided during the hours of operation.
8. Hours of Operation - The Lessee will adhere to the operating schedule as required for each activity providing service, at a minimum from 8 a.m. to 5 p.m., 7 days a week.
9. Insurance Coverage - The Lessee will obtain the amounts specified for each type of insurance required for the specific activity, as listed under each category and as required by the City Insurance Advisor.