

ORDINANCE NO. 2019-20

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 14, AVIATION, ARTICLE III, OPERATION OF MUNICIPAL AIRPORT, SECTION 14-54, CITY REGULATIONS ADOPTED, AND SECTION 14-56, PROHIBITED ACTIVITIES, AND ADOPTING BY REFERENCE THE GENERAL PROVISIONS, DEFINITIONS FOR USE, RULES AND REGULATIONS, AND MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES FOR VENICE MUNICIPAL AIRPORT AS POLICY GUIDING DOCUMENTS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sec. 14-54 of the Code of Ordinances provides for City regulations for Venice Municipal Airport; and

WHEREAS, the Venice City Council wishes to establish General Provisions for Venice Municipal Airport; and

WHEREAS, City Council wishes to establish Definitions for Use Regarding the Venice Municipal Airport; and

WHEREAS, City Council wishes to establish new Rules and Regulations for Venice Municipal Airport to replace the previously approved rules and regulations; and

WHEREAS, City Council wishes to establish Minimum Standards for Commercial Aeronautical Activities at Venice Municipal Airport; and

WHEREAS, Sec. 14-56 of the Code of Ordinances specified certain activities prohibited at Venice Municipal Airport; and

WHEREAS, City Council wishes to have the activities prohibited at Venice Municipal Airport specified in the Airport's Policy Guiding Documents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. The Whereas clauses above are ratified and confirmed as true and correct.

SECTION 2. Chapter 14, Aviation, Article III, Operation of Municipal Airport, Section 14-54, City regulations adopted, is amended to read as follows:

Sec. 14-54. City Regulations adopted.

- (a) *Adoption; applicability.* Pursuant to the provisions of F.S. § 166.041, rules and regulations, minimum standards, general provisions and definitions for Venice Municipal Airport are hereby established by the adoption by reference of "City of Venice Rules and Regulations for Venice Municipal Airport", "Minimum Standards for Commercial Aeronautical Activities", "General Provisions for Venice Municipal Airport" and "Definitions for Use Regarding the Venice Municipal Airport", approved and adopted on ~~dated September 10, 2019,~~ hereinafter collectively referred to as "Policy Guiding Documents" ~~May 8, 1979,~~ which ~~rules and regulations~~ Policy Guiding Documents are incorporated if fully set forth in this section. These Policy Guiding Documents ~~rules and regulations~~ apply to all persons entering upon or using the airport or any part thereof for any purpose whatsoever.
- (b) *Availability of copies.* One copy of the Policy Guiding Documents ~~rules and regulations~~ adopted by this section shall be kept available for public use, inspection and examination at the offices of the city clerk and airport ~~director~~ manager.
- (c) *Amendments.* Subsequent amendments to the Policy Guiding Documents ~~rules and regulations~~ may be made and adopted by resolution of the city council.

SECTION 3. Chapter 14, Aviation, Article III, Operation of Municipal Airport, Section 14-56, Prohibited activities, is amended to read as follows:

Sec. 14-56. Prohibited activities.

- ~~(a) *Parachute jumping.* Experimental and exhibition parachute jumping at the airport shall not be permitted except as provided in subsection (c) of this section.~~
- (a) Specific activities prohibited at the airport are set forth in the Policy Guiding Documents referenced in section 14-54(a).
- ~~(b) *Pilotless aircraft.* Radio controlled pilotless aircraft operations at the airport, either takeoffs or landings, shall not be permitted except as provided in subsection (c) of this section.~~
- ~~(c)~~ (b) *Exceptions.* Activities prohibited under ~~in~~ subsections (a) and ~~(b)~~ of this section may be permitted on specific occasions by the city council upon favorable recommendation of the city manager, provided prior approval has been obtained from the Federal Aviation Administration and proper precautions have been ensured to protect the public safety.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 5. This Ordinance shall become effective immediately upon its approval and adoption, as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 10TH DAY OF SEPTEMBER 2019.

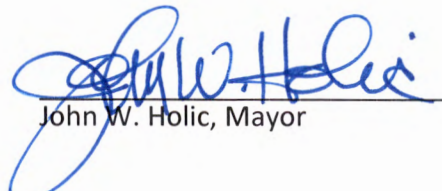
First Reading: August 27, 2019
Final Reading: September 10, 2019

ADOPTION: September 10, 2019

ATTEST:



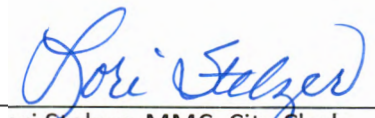
Lori Stelzer, MMC, City Clerk



John W. Holic, Mayor

I, LORI STELZER, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 10th day of September 2019, a quorum being present.

WITNESS my hand and the official seal of said City this 10th day of September 2019.



Lori Stelzer, MMC, City Clerk

APPROVED AS TO FORM:



City Attorney



General Provisions
for
Venice Municipal Airport

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SECTION 1 GENERAL INFORMATION

In order to promote the orderly and safe operation, maintenance, and development of the Venice Municipal Airport (Airport), the City of Venice (City) has adopted a set of Policy Guiding Documents to assist in the management and administration of the Airport. These documents include:

- a. **General Provisions** (this document) – provides general information and forms regarding how the City conducts business at the Airport.
- b. **Definitions for Use Regarding Venice Municipal Airport** – provides definitions of words, terms, and phrases used in the guiding documents and agreements for the Airport.
- c. **Airport Rules and Regulations** – establishes specific rules and regulations regarding activity at the Airport.
- d. **Minimum Standards for Commercial Aeronautical Activities** – identifies minimum acceptable facilities and levels of service for providers of commercial and other certain aeronautical activities.

Provisions found in each of these documents are intended to guide users and tenants in meeting the objectives of the City for operating the Airport in a safe, secure, and efficient manner, for providing an opportunity for profitable commercial services offered to the public, and for developing airport property into an attractive commercial business environment as an economic asset to the community.

SECTION 2 DEFINITIONS

All words, terms and phrases when used herein shall have the meanings as described in the City's **Definitions for Use regarding Venice Municipal Airport**. Words, terms and phrases which relate to aeronautical practices, processes and equipment, not defined therein, shall be construed according to the definitions in Title 14 of the Code of Federal Regulations, Florida Statutes Chapter 332.004 or, if not defined therein, according to their general usage in the aviation industry.

SECTION 3 APPLICATION PROCEDURES

3.1 Application Requirements (General)

Any individual, partnership or corporation desiring to lease Airport property for any purpose must complete and submit a lease application for approval by the City.

a. Application Requirements (Commercial Aeronautical Activities)

Any individual, partnership, or corporation desiring to lease Airport property for purposes of performing one or more commercial aeronautical activities must complete and submit a lease application incorporating the requirements established by the City's **Minimum Standards for Commercial Aeronautical Activities** and signed by all parties owning an interest in the business including each partner, director, or corporate officer. (See **Attachment A-1 – Application for Airport Property Lease**).

b. Application Requirements (Commercial Non-Aeronautical Activities)

Any individual, partnership or corporation desiring to lease Airport property for purposes of conducting one or more commercial non-aeronautical activities must complete and submit a lease application for approval. The application must be signed by all parties owning an interest in the business including each partner, director, or corporate officer. (See ***Attachment A-1 – Application for Airport Property Lease***).

c. Application Requirements (Special Use Permits)

Any individual, partnership or corporation not a tenant of the Airport, and desiring to use the airport for purposes of conducting commercial activities for a limited period, must complete and submit a special use permit. (See ***Attachment A-2, Application for Airport Special Use Permit***). Permits shall be reviewed and approved by the Airport Director.

3.2 Application Submittal

The original application with three (3) copies, together with all required application documentation, shall be submitted to:

Airport Director
Venice Municipal Airport
150 Airport Ave East
Venice, FL 34285-3901

3.3 Application Information

In addition to the completed application, applicants shall also furnish supporting documents as evidence of their organizational and financial qualifications to provide the proposed activities. Supporting documentation in the form of a Business Plan should include (but may not be limited to):

- a. Proposed Use - written proposal detailing the nature of the proposed commercial activity to be provided, space and facility requirements and the proposed location on the Airport.
- b. Organizational Structure and Applicant Information – background and other pertinent information regarding the proposing organization and individuals of the organization.
- c. Financial Statement – Applicant may be required to submit current financial statements prepared in accordance with standard accounting principles prepared by a certified public accountant (CPA). The City shall be entitled to consider the financial statements in evaluating the applicant's financial ability to provide reasonable, safe, and adequate services to the public. Upon review of the Applicant's other information, this requirement may be waived. All financial information provided by the Applicant may be subject to disclosure under Florida's public records laws.
- d. Credit Report – Letter authorizing the City to obtain consumer and business credit information covering the Applicant and all principals for a corporation or partnership.
- e. Evidence of Insurance or ability to obtain required coverages with policy coverage conditioned on the faithful performance of an agreement that conforms to the requirements of the City's Insurance Requirements as outlined in these General Provisions. (See ***Attachment C – Insurance Requirements***).
- f. Such other information as the City may require.

The Business Plan information is included as **Attachment B-1 – Business Plan Information**. Note: Commercial aeronautical operators must provide additional information as set forth in **Attachment B-2 – Supplemental Business Plan Information**.

3.4 Action on Applications

The Application and Business Plan information shall be submitted to City staff with the appropriate application fee as set forth by the City. City staff will review the application and make a recommendation within a reasonable period of time from the receipt of a fully completed application.

If an application or business plan information is not complete, the City will contact the applicant delineating all deficiencies. The City, in reviewing an application package, reserves the right to:

- independently verify an applicant's representations, financial condition, and business background.
- obtain an independent credit report on an applicant.
- require preliminary approval of any proposed financing.
- request additional information, data, and reports.
- decline to review an incomplete application.
- suspend or terminate review of an application at any time it does not have the full cooperation of an applicant, including but not limited to, providing required or requested information, and attendance at any meetings of the City Council when the Applicant's presence is requested.

The City may deny any lease application or reject any proposal to operate any commercial activity on the Airport, if any one or more of the following are determined:

- a. The applicant does not meet published qualifications, standards, guidelines, and requirements established by the City.
- b. The applicant has supplied the City, or any other person, with false or misleading information or has failed to make full disclosure in their application or in the supporting documents.
- c. There is no appropriate, adequate, or available space on the Airport to accommodate the applicant at the time of application.
- d. The proposed activity construction or development plans conflict with the Airport's approved **Airport Layout Plan**, or which will create a safety hazard as determined by the City, or by the FAA through the review of FAA Form 7460-1, "Notice of Proposed Construction or Alteration" for the Applicant's proposed development.
- e. The Applicant's proposed development requires the City to spend funds or to supply materials or manpower that the City is unwilling to spend or supply.
- f. The Applicant's proposed development or activity will result in depriving existing service providers or tenants of portions of the area in which they are operating; will result in congestion of the airfield, roadways, or buildings; will unduly interfere with the operations of any current tenants or users or otherwise prevent free access to such operations.
- g. The Applicant's proposed development or activity could create a safety hazard or otherwise could be detrimental to the Airport.

- h. The Applicant has previously violated any of the City's ***Minimum Standards for Commercial Aeronautical Activities*** and/or ***Rules and Regulations*** for the Airport, or the standards and regulations of any other airport, Federal Aviation Regulations, or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.
- i. The Applicant has defaulted or otherwise failed to meet their financial obligations in the performance of any lease or other agreement with the City or other public entity.
- j. The Applicant's credit report contains information that would create questions regarding the Applicant's abilities to provide the proposed service.
- k. The Applicant does not have, or appear to have, access to adequate operating financial capital necessary to provide the proposed service.
- l. The Applicant is unable to demonstrate the ability to obtain sufficient insurance, financial sureties, or guarantors to protect the interests of the City, or other appropriate governmental entities.
- m. The Applicant, including principals of the organization, has been convicted of a felony in violation of any local, state, or federal law.
- n. The City determines that the proposal is not in the best interest of the health, safety, welfare, necessity, or convenience of the traveling public, existing tenants, and other service providers at the Airport, or of the citizens of the City.

3.5 Right to Resubmit

An application which has been rejected by the City may be resubmitted based on additional information and will be reconsidered on that basis. The Applicant shall include a summary of changes with the additional information.

3.6 Application Approval

An application which has been approved by the City allows the Applicant to enter into a Lease Agreement with the City. Current forms of the City's draft Lease Agreements for commercial aeronautical and non-aeronautical activities and other permits and use agreements are available upon request.

An Applicant whose application has been approved by the City Council may not commence construction of improvements or operations at the Airport until:

- a. A lease, contract, license, or permit has been approved by the City Council and been fully executed by the applicable parties.
- b. The Applicant has obtained all required land use, occupancy, and building permits, and any other required governmental permissions or approvals.
- c. The Applicant has procured the required insurance coverages and filed certificates of insurance with the City. (See ***Attachment C – Insurance Requirements***).
- d. The Applicant has posted any required bonds and assurances.

SECTION 4 INSURANCE REQUIREMENTS

4.1 Insurance Requirements

Every Tenant or User shall procure and maintain continuously in effect for the duration of its activities upon the Airport, at Tenant or User's sole expense, insurance of the types and in at least such minimum amounts as indicated in **Attachment C – Insurance Requirements** or otherwise determined by the City. Such insurance shall be placed with a company, or companies, authorized to do business in the state of Florida and satisfactory to the City.

All required insurance shall include the "City of Venice" (including, without limitation, members of the City Council, officers, agents, and employees) as an additional insured. The Tenant or User's insurance shall not be subject to cancellation or material alteration until at least thirty (30) days' prior written notice has been provided to the City. Tenants or Users shall provide the City with annual Certificates of Insurance evidencing that all of the established requirements have been met. The City may vary the types and minimum amounts of insurance coverage required based upon the precise nature of the activities to be conducted by the Tenant or User.

The amount or amounts of all required policies shall not be deemed a limitation of the Tenant or User's agreement to indemnify and hold harmless the City, and in the event the Tenant or User or the City shall become liable in an amount in excess of the actual coverage provided, then the Tenant or User shall save the City harmless from the whole thereof, except in the event of negligence by the City, and then only to the extent of that negligence.

SECTION 5 OTHER REQUIREMENTS

5.1 Airport Security

All Tenants and Users shall be required to conform to the applicable requirements and procedures of any adopted security plans or procedures for Venice Municipal Airport. The City reserves the right to impose additional security measures based on federal or state assessments and recommendations.

5.2 Operating Agreement (Commercial Aeronautical Operators)

No Applicant may provide a commercial aeronautical activity at the Airport until entering into a written Lease Agreement with the City. The Agreement shall be in a form acceptable to the City, shall specify which types of commercial aeronautical activities the Fixed Base Operator (FBO), Specialized Aeronautical Service Operator (SASO) or Independent Aeronautical Service Provider (IASP) is authorized to provide, and shall contain, without limitation, provisions for fees payable to the City, insurance, indemnification, and a security deposit or other form of contract security as required.

5.3 Subcontracting (Commercial Aeronautical Operators)

- a. An FBO shall not subcontract any fueling services without the prior written approval of the City, which may be withheld at the City's discretion. An FBO may subcontract other aeronautical activities to any other SASO or IASP in order to meet the City's Minimum Standards for FBOs. In determining whether to grant or deny such approval, the City may consider such factors as they deem to be pertinent and may impose conditions to satisfy the best interests of the City and the traveling public.
- b. Notwithstanding the approval by the City, the FBO shall remain fully responsible to the City for ensuring that any subcontracted commercial aeronautical activities are performed in accordance with all of the provisions of the City's Policy Guiding Documents for the Airport.
- c. SASOs or IASPs may not subcontract any of the services they are authorized to provide.

5.4 General Lease Clauses

All Lease Agreements with the City, aeronautical or otherwise, may include the following provisions, as applicable and as required by federal, state, and local governments:

- a. Fair and Nondiscriminatory Provisions.
- b. Affirmative Action Assurances.
- c. Civil Rights Assurances.
- d. Minority and Disadvantaged Business Enterprise Assurances.
- e. Non-Exclusive Rights Provision.
- f. Lease Subordination to Other Government Agencies Clause.
- g. Indemnity and Hold Harmless Clause.
- h. Provisions reserving the City's right to develop and maintain the Airport.
- i. Other mandated provisions, as well as standard Airport lease clauses.

5.5 Construction and Site Development Standards

Any proposed development or improvement of facilities by the Tenant will be subject to the development regulations established by the City for the Airport. Unless otherwise specified in the lease agreement or other stipulation, all improvements constructed on the Airport, other than trade fixtures, shall become a part of the land and belong to the City upon expiration, termination, or cancellation of the lease agreement between the Tenant and City covering such improvements.

If the Tenant chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the Tenant may be responsible for extending such services and pavement surfaces to its site at the Tenant's sole expense, unless otherwise negotiated with the City. All pavement areas shall be constructed in full compliance with FAA and/or FDOT standards. Ownership of such improvements shall revert to the City immediately after completion.

5.6 Severability Clause

If one or more clause, section, or provision of these General Provisions shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clause, section, or provision shall not in any way affect any other clause, section, or provision of these General Provisions.

Attachment A-1

Application for AIRPORT PROPERTY LEASE Venice Municipal Airport

This application format is required by the City of Venice to formally request consideration for leasing property at the Venice Municipal Airport. Complete all sections of the application (indicate "n/a" for sections not applicable to your application). Payment of a non-refundable application fee may be required to accompany the application in order to proceed with City staff review and recommendations. All information supplied by the Applicant will be treated as strictly confidential.

Note: A single copy of the Applicant's financial information shall be attached to the application in a sealed envelope and shall be returned to the applicant after disposition of the application.

Section 1. Applicant Information

Name: _____

Title: _____

Company/DBA: _____

Legal Entity: ☐ Corporation/LLC* Year Est: _____
☐ Partnership/LLP Year Est: _____
☐ Sole Proprietor Year Est: _____
☐ Other: (please specify) _____
* Corporations/LLCs must be registered in Florida to execute lease

Mailing Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Section 2. Proposed Use

Application Type: ☐ Aeronautical Use (Land Lease Only)
☐ Non-Aeronautical Use (Land Lease Only)
☐ Aeronautical Use (Property Lease)
☐ Non-Aeronautical Use (Property Lease)

Briefly describe the proposed business use of property: _____

Section 3. Previous History/Experience

Answer the following.*

Does your proposal involve relocation or expansion of an existing business? ☐ No ☐ Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever declared bankruptcy? ☐ No ☐ Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever had a civil action or judgment entered against you or them to recover a claim? ☐ No ☐ Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever been evicted from leased property for cause? ☐ No ☐ Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever defaulted or otherwise failed to meet their financial obligations at an airport? ☐ No ☐ Yes*

Have you or any interested parties (i.e. corporate officers, partners) in this application ever been convicted of a felony? ☐ No ☐ Yes*

For proposals involving aeronautical uses, have you or any interested parties (i.e. corporate officers, partners) in this application ever been the subject of an FAA legal action? ☐ No ☐ Yes*

For proposals involving aeronautical uses, have you or any interested parties (i.e. corporate officers, partners) in this application ever filed a Part 13 or 16 action against an Airport? ☐ No ☐ Yes*

** For any "yes" answer, provide a detailed explanation of the circumstances and outcome on a separate attachment.*

Section 4. Credit References

a. Primary Applicant Credit Information:

Name:	_____	SSN:	_____
Address:	_____ _____	Date of Birth:	_____
Phone:	_____	Email:	_____

b. Business Credit Information:

Name (dba):	_____	FEIN:	_____
Bank:	_____	Duns:	_____
Account No:	_____		
Previous Landlord:	_____	Phone:	_____
Location:	_____	Email:	_____

Section 5. Personal/Professional References

Reference No. 1

Name: _____ Phone: _____
Address: _____ Email: _____

Relationship: _____

Reference No. 2

Name: _____ Phone: _____
Address: _____ Email: _____

Relationship: _____

Reference No. 3

Name: _____ Phone: _____
Address: _____ Email: _____

Relationship: _____

Required Statements

"I certify that I am authorized to sign this application on behalf of the Company and the individuals represented on this application.

I further certify to the best of my knowledge that all information provided on this application is true and factual.

I hereby authorize the City to obtain consumer and business credit information related to this application.

I understand that providing false information is grounds for rejection of the lease application, termination of a lease negotiation or executed agreement, and that retention of any funds tendered to the City shall be forfeited as liquidated damages."

The Application shall be signed and dated by the principal officer or authorized representative of the Applicant.

By: _____
 name

Date: _____

Attachment A-2

Application for AIRPORT SPECIAL USE PERMIT Venice Municipal Airport

This application is required by the City of Venice for any person to formally request permission to use Airport property for a commercial use or public activity at the Airport. The Special Use Permit requires evidence of (1) liability insurance covering the specific activity (See City's **General Provisions – Attachment C – Insurance Requirements**) minimum \$1,000,000); (2) appropriate equipment and facilities for the proposed use and; (3) appropriate licenses required to conduct the activity which must be attached to this application. The Special Use Permit is issued for a one (1) year period and requires the advance payment of a Special Use Permit Fee.

Complete all sections of the application (indicate "n/a" for sections not applicable to your application). Use separate sheets for explanations.

Section 1. Applicant Information

Name:	<hr/>		
Title:	<hr/>		
Company/DBA:	<hr/>		
Legal Entity:	<input type="checkbox"/> Corporation/LLC	Year Established:	<hr/>
	<input type="checkbox"/> Partnership/LLP	Year Established:	<hr/>
	<input type="checkbox"/> Sole Proprietor	Year Established:	<hr/>
Mailing Address:	<hr/>		
	<hr/>		
Phone:	<hr/>	Cell:	<hr/>
Email	<hr/>	Fax:	<hr/>

Section 2. Proposed Use

Application Type (Permit Fee):

- ☐ Banner Towing (\$750 per year)
- ☐ Blimp Mooring (\$350 per week)
- ☐ Other Use: (area basis)

Briefly describe the proposed use of airport:

Special Use Permit Limitations:

1. This Permit may not be sold, conveyed, transferred, and assigned.
2. The permit holder agrees that it shall conduct its business and render its services in a professional manner consistent with the City's **Rules and Regulations** for the Airport, the City's **Minimum Standards for Commercial Aeronautical Activities**, industry standards, and sound business practices.
3. Permit holder acknowledges that all operating rights and privileges granted are non-exclusive.
4. The City for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the location on the Airport from which the permit holder will provide its services.
5. If the permit holder breaches any provision of this Permit or violates the City's **Minimum Standards** and/or

the **Rules and Regulations** for the Airport, the City will give the permit holder notice of such default. If within five (5) days after the City gives such notice, permit holder has not cured said default, the Permit and all rights and privileges granted herein will be terminated by the Airport with no further notice.

6. The City shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal services, claimed or recovered by any person, whomsoever, occurring on the Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by the permit holder, its agents, employees, contractors, guest or invitees.
7. Permit holder shall obtain all licenses, certificates, permits or other authorization for all governmental authorities having jurisdiction over the permit holder's operations at the Airport.
8. Upon the expiration or termination of this Permit, permit holder shall immediately cease all its operations at the Airport.

The undersigned certifies that they are authorized to sign for this Permit, shall comply with all provisions of the City's **Rules and Regulations** for the Airport, and that all information provided on this application is true and correct to the best of my knowledge.

Applicant's Signature

Date

For Official Use

- ☐ Insurance Certificate(s) attached?
- ☐ Equipment List attached?
- ☐ Licenses Attached?
- ☐ Fee paid? Check No: _____

APPROVED

Signature

Date

Note: Unless otherwise specified, this permit expires on the first anniversary of the date approved.

Attachment B-1

Business Plan Information (All Applicants)

The following information should be provided by all applicants for a commercial lease or other agreement as part of the application process. Incomplete information may be grounds for disapproval of the application.

1. The name, address, telephone number, and e-mail address of the Applicant.
2. The organizational structure of the applicant (Note: Applicant must be a Florida resident or registered with the state as a Florida corporation, partnership, or trust):
 - a. If the Applicant is a corporation, include the names, addresses and telephone numbers of the corporation's officers and managers and the names and addresses of all shareholders having a five (5%) percent or greater ownership interest in the applicant.
 - b. If the Applicant is a limited liability company (LLC), include the names, addresses, and telephone numbers of the members and managers of the limited liability company (including, as applicable, what percentage each member and manager has of the ownership interest in the limited liability company).
 - c. If the Applicant is a general partnership, include the names, addresses, and telephone numbers of all the general partners.
 - d. If the Applicant is a limited partnership (LLP), include the names, addresses, and telephone numbers of the general partners and any limited partners of the limited partnership who have an ownership interest in the limited partnership which exceeds five (5%).
 - e. If the Applicant is a trust, the name, addresses, and telephone numbers of the trustees of the trust.
 - f. If the Applicant is an individual, the name, address, and telephone number of the individual applicant.
 - g. With regard to any other entity, such disclosure as the City deems appropriate.
 - h. Applicants shall also disclose if any officer, manager, partner or individual holding a disclosed interest in the Applicant is also an officer, manager, partner or person holding a controlling interest in any activity presently located or operating within the Airport.
3. Resumes that include qualifications and experience relevant to the proposed business for each of the Applicant's owners and/or financial backers.
4. All products and/or services that the Applicant proposes to offer.
5. The amount of land that the Applicant desires to lease and a site plan demonstrating how the Applicant intends to use the leased property. For aeronautical purposes, include how the property will access the airfield.

6. A detailed description of any improvements or structures that the Applicant proposes to construct in conjunction with its proposed operation.
7. Plans for future physical expansion of the business and a tentative schedule for when that might occur.
8. Copy(ies) of currently held insurance certificates relevant to meeting the City's insurance requirements. A letter from the Applicant's insurance provider certifying that the Applicant is eligible for City's required insurance coverages will also suffice. (See ***Attachment C – Insurance Requirements***).
9. Copies of all licenses, certifications, and other qualifications possessed by the Applicant and key employees that are required or necessary to perform the proposed services.
10. Any other information the Applicant can provide to help in the evaluation of the application. This may include, but is not limited to, letters of recommendation, awards, customer reviews, community service, etc.

#

Attachment B-2

Supplemental Business Plan Information (Commercial Aeronautical Operators Only)

In addition to the information to be provided in Attachment B, applicants proposing to provide one or more commercial aeronautical activities at the Airport should provide the following information as part of their business plan and application. Incomplete information may be grounds for disapproval of the application.

1. The specific aircraft, if any, that the Applicant proposes to use as part of the proposed operation.
3. Equipment, if any, that the Applicant proposes to use as part of the proposed operation.
4. The number and qualifications of full and part-time employees that the Applicant proposes to use as part of the proposed operation.
5. The proposed periods (days and hours) of operation.
6. Annual activity and financial projections for the first five years of operation. (Provide evidence supporting the projections.)
8. Evidence of sufficient capitalization to carry out the proposed operation annually for the first five years of operation.
9. The means and methods, if any, the Applicant plans to use to attract new business (advertising, promotions, incentives, etc.).
10. Amenities, if any that the Applicant intends to use to attract new business.
11. Evidence that the Applicant can provide escrow funds, a surety, a performance bond, or other suitable guarantee of adequate funds to ensure that the financial obligations of the proposed operations will be met, including expenses of the City to cure any defaults.
12. Written authorization for the FAA, any aviation or aeronautics commissions, administrators and departments of all states in which the Applicant has engaged in aviation business to release information in their files relating to the Applicant or its operation.

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**Attachment C
INSURANCE REQUIREMENTS**

Insurance Requirement Operator Category	Airport Liability with Combined Single Limit (CSL) including Premise Liability [1]	Aircraft Liability with Combined Single Limit (CSL) including Bodily Injury/Property Damage/Sub-limits > \$100,000 [1]	Hangar Keeper's Liability (per Occurrence)	Comprehensive Business Auto Liability with Combined Single Limit (CSL) including Hired and Non-Owned Vehicles (per Occurrence)	Workers Compensation and Employers Liability (Statutory Limit as required by Florida law)	Pollution Liability with Combined Single Limit (CSL)	Student & Renter's Liability
Non-Aeronautical Commercial Activity	\$1,000,000	n/a	n/a	\$1,000,000	See Note [3]	\$1,000,000	n/a
Fixed Base Operator	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	See Note [3]	\$1,000,000	If Applicable
Specialized Aeronautical Services Operator (SASO)							
Aircraft Maintenance & Repair Services	\$1,000,000	\$1,000,000 [2]	\$500,000	\$1,000,000 [2]	See Notes [2] & [3]		n/a
Aircraft Component & Support Services	\$1,000,000	\$1,000,000 [2]	\$500,000	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Flight Training	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	Yes
Aircraft Lease/Rental	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	Yes
Aircraft Charter & Air Taxi Services	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Aircraft Sales (New and/or Used)	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Aircraft Hangar Storage	\$1,000,000	\$1,000,000 [2]	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Aircraft Management Services	\$1,000,000	\$1,000,000 [2]	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Specialized Commercial Flying Services	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	n/a
Commercial Parachuting & Skydiving	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000	See Notes [2] & [3]	n/a	Yes [4]
Independent Aeronautical Operator	\$1,000,000	\$1,000,000	\$500,000 [2]	\$1,000,000 [2]	See Notes [2] & [3]	n/a	If Applicable
Flying Club	\$1,000,000	\$1,000,000	\$500,000 [2]	n/a	n/a	n/a	If Applicable

Notes:

[1] Airport Liability (including Premises), Hangar Keeper's Liability, and Auto Liability can be covered as part of the Aircraft Liability Policy

[2] As applicable

[3] Employers Liability shall not be less than \$100,000 bodily injury by accident, \$100,000 bodily injury by disease, each employee and \$500,000 per occurrence

[4] Also include individual jumper liability insurance

[5] Insurance requirement is \$100,000 except for those providers that do actual maintenance on the aircraft which has a \$300,000 insurance requirement



Definitions for Use
regarding the
Venice Municipal Airport

Definitions for Use Regarding the Venice Municipal Airport

The following words, terms and phrases when used herein shall have the meanings described. Words, terms, and phrases which relate to aeronautical practices, processes, and procedures not defined herein, shall be construed according to the definitions in Title 14 of the Code of Federal Regulations, Florida Statutes Title 332.004 or, if not defined therein, according to their general accepted usage in the aviation industry.

“Accelerate-stop distance available” or “ASDA” shall mean the runway distance available to safely stop after aborting a takeoff as defined in the Advisory Circular. Stopways are included in the ASDA if available. ASDAs apply to each runway direction.

“Advisory Circular” shall mean the FAA’s Advisory Circular No. 150/5300-13 “Airport Design” including all changes and amendments.

“Aeronautical Activity” or “Aeronautical Service” shall refer to any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Common activities conducted as commercial aeronautical activities include but are not limited to this definition:

Charter Flights	Flight Training
Aircraft Rental	Aircraft Rides/Aerial Tours
Aerial Photography & Surveying	Skydiving
Air Carrier Operations (Passenger and/or Cargo)	Aircraft Sales & Services
Petroleum Products Sales	Aircraft Maintenance and Repair
Aircraft Parts, Radios, & Navigational Equipment Sales	

“Agreement” or “Lease” or “Lease Agreement” shall refer to a written contract between the City and an entity or person specifying the terms and conditions under which any aeronautical activity or performance of any aeronautical service may be conducted. The agreement shall recite the terms and conditions under which the activity or service will be conducted at the Airport including, but not limited to, term of the agreement, rents, fees and charges to be paid, and the rights and obligations of the respective parties.

“Air Charter” or “Air Taxi” shall refer to the operation of providing air transportation of person(s) and/or property for hire thru either a charter or air taxi operator in accordance with Federal Aviation Regulations contained at 14 CFR Part 135.

“Air Operations Area” or “AOA” or “Movement Area” shall refer to any area of the Airport used or intended to be used for landing, takeoff, or the maneuvering of aircraft to use these facilities. The AOA is part of the Airport which is designated as an area restricted from unauthorized vehicles or pedestrians.

“Aircraft” shall mean any contrivance now known or hereafter designed, invented, or used for navigation or flight in the air, except a parachute or other contrivance used primarily as safety equipment.

“Aircraft Approach Category” shall mean the grouping of aircraft symbolized by the letters A through E, as used in the Advisory Circular for determining the dimensional design standards for airport facilities. The grouping is based on the stalling speed of aircraft in their normal landing configuration at their maximum certificated weight.

“Aircraft Fuel” shall mean all flammable liquids expressly manufactured or blended for the purpose of operating an internal combustion or turbine engine.

“Aircraft Maintenance” shall refer to the inspection, overhaul, repair, preservation, and the replacement of parts as identified in 14 CFR Part 43, but excludes preventative maintenance. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations.

“Aircraft Management” shall refer to an entity engaged in the operational management of based aircraft for specific aircraft owners. Typically, a management service operator ensures or provides aircraft maintenance, storage, dispatch, aircrew assignment, and ground servicing for these aircraft.

“Aircraft Operation” shall refer to the movement of any aircraft on airport property including, without limitation, the landing, take-off, and taxiing of aircraft at the Airport.

“Aircraft Owner” shall refer to the person(s) and/or entity(ies) holding legal title to an aircraft including persons having exclusive and lawful possession of an aircraft.

“Aircraft Parking” or **“Aircraft Storage Areas”** shall refer to the temporary or long-term parking or storage of aircraft and as further confined to within those areas of the Airport depicted on the Airport Layout Plan (ALP) or as expressly permitted by the Airport Director in writing and subject to all terms and conditions imposed thereon.

“Aircraft Rental” or **“Aircraft Leasing”** shall refer to the operation of renting or leasing aircraft to the public.

“Aircraft Sales” shall mean the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

“Airfield” shall mean the area on the Airport established expressly for the take-off and landing of aircraft and shall include the runways and taxiway pavement, safety areas, object free areas and other designated areas where vehicles and persons are normally prohibited from entering.

“Airframe and Powerplant Mechanic” or **“A&P”** shall refer to any person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.

“Airplane Design Group” or **“ADG”** shall mean the grouping of aircraft, symbolized by the roman numerals I through VI, as used in the Advisory Circular. The grouping is based on the wingspan of the aircraft.

“Airport” shall refer to the Venice Municipal Airport owned by the City and includes all owned or leased real or personal property, buildings, facilities, and improvements within the legal boundaries of the land.

“Airport Director” (hereinafter called “Director”) shall mean the person having immediate charge of the Airport and acting under the direction of the City.

“Airport Director’s Office” shall mean the regular business office of the Airport Director.

“Airport Elevation” shall mean the highest point of an Airport’s usable landing area measured in feet above mean sea level (AMSL). The current airport elevation is 18 feet AMSL.

“Airport Hazard (Obstruction)” shall mean any structure or object of natural growth or use of land which would exceed the federal obstruction standards as contained in 14 CFR §§ 77.21, 77.23 and 77.25, and its successors and amendments, and which obstructs the airspace required for the flight of aircraft in landing, maneuvering, or takeoff at the Airport or is otherwise hazardous to such landing, maneuvering, or takeoff of aircraft and is unpermitted or for which a variance has not been granted.

“Airport Layout Plan” or **“ALP”** shall refer to the most recent plan or drawing as approved by the FAA depicting the physical layout of the Airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, navigational aids, etc. It also depicts planned future facilities and uses of the Airport. The ALP is a component of the airport’s master plan.

“Airport Primary Surface” shall mean a surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two hundred (200) feet beyond each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR), and its successor and amendments, for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

“Airport Reference Code” shall mean the “...coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport” as promulgated by the Advisory Circular. The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zones (RPZ) and Object Free Zones (OFZ) dimensions, surface gradients, and threshold siting standards, etc.

“Airport Sponsor” shall mean the City of Venice as owner and operator of the Venice Municipal Airport.

“Airport Vehicle” shall mean any vehicle owned or operated by the City for use at the Airport.

“Apron” or “Ramp” shall mean those areas of the Airport for the loading or unloading of cargo or passengers, servicing, or parking of aircraft. Ramps are generally considered not part of the AOA.

“Authorized Representative” shall refer to such person or persons as designated by the City with authority to act on the matter or matters specified.

“Avigation Easement” is a legal document that grants to the owner/operator of a nearby airport a right to continue to operate the Airport, despite potential nuisance effects upon uses that are being established in close proximity to the Airport. Property owners shall submit an easement document in a form acceptable to the City and upon approval, shall be executed in a recordable form by the property owner.

“Avionics Sales and Maintenance” shall refer to the operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments, and accessories.

“Based Aircraft” shall refer to any operational and airworthy aircraft that the aircraft owner physically locates or stores at the Airport for the majority of the year.

“Building” shall refer to any existing or planned permanent structure facility located on airport property. The erection, construction, or expansion of any building after adoption or amendment of the City’s Airport Policy Guiding Documents, standards shall be pursuant to all applicable City planning policies and zoning regulations and appropriate building codes.

“City” shall mean the City of Venice, Florida and/or the Venice City Council.

“City Council” refers to the duly elected representatives of the City.

“City Manager” refers to the duly appointed representative of the City Council responsible for administering the Council’s policies.

“Club Aircraft” shall mean aircraft owned by a Flying Club but shall not mean an aircraft managed as part of a fractional ownership program as defined in the Federal Aviation Regulations.

“Commercial Activity” shall mean the operation of any business, aeronautical or otherwise, for the exchange, trading, buying, hiring, selling or bartering of any commodities, goods, services or property of any kind or any other revenue producing activity, whether or not a profit is produced.

“Commercial Operator” shall refer to any person engaged in a business of an aviation nature under the authority of a lease or permit from the City. A Commercial Operator may be classified as Fixed Base Operator (FBO), a Specialized Aeronautical Service Provider (SASO), or an Independent Operator (IO).

“Common Traffic Advisory Frequency” or “CTAF” refers to the VHF radio frequency used for air-to-air communication in the vicinity of the Airport. The Airport’s current CTAF is 122.725.

“County” shall mean Sarasota County, Florida.

“County Code” shall mean the Code of Laws and Ordinances of Sarasota County, Florida as may be amended from time to time.

“County Commission” shall refer to the Board of County Commissioners for Sarasota County, Florida.

“Courtesy Vehicle” shall mean any vehicle, other than a taxicab, used to transport persons, baggage or goods, or any combination thereof, between the Airport and the business establishment owning or operating such vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

“Declared Distance” shall mean the runway distances available for meeting an airplane’s takeoff run, takeoff distance, accelerate-stop distance, and landing distance requirements.

“Derelict aircraft” or “Abandoned aircraft” shall mean a non-operational aircraft that has been left on airport property without permission for more than ninety (90) days.

“Drop Zone” shall mean any pre-determined area on the Airport designated for the landing of parachutists or objects after a parachute jump.

“Emergency Vehicle” shall mean any vehicle designated by the Airport Director, City’s Police or Fire Department, or any other vehicle authorized to provide emergency services at the Airport.

“Entity” shall mean a person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.

“Escort” shall mean a person who has authority to access the AOA or other restricted area on the Airport who may accompany and maintain direct control over the activities of a person without such authority.

“Exclusive Right” shall mean a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights would be an Exclusive Right. The granting of an Exclusive Right to conduct an aeronautical activity for any entity on the Airport other than the airport sponsor is expressly forbidden by federal law.

“Federal Aviation Administration” or “FAA” shall mean the United States Department of Transportation, Federal Aviation Administration or any successor federal agency thereto.

“Federal Aviation Regulations” or “FAR” shall mean the regulations of the Federal Aviation Administration as codified in Title 14 of the US Code of Federal Regulations (CFR) as currently in effect or as hereafter amended. Compliance with the FARs is mandatory.

“Fire Department” shall refer to the City of Venice Fire Department having jurisdiction over the Airport.

“Fixed Base Operator” or “FBO” shall refer to a full-service commercial aeronautical business under license or authority by the City that is authorized to engage in the primary activity of aircraft refueling, aircraft handling, flight crew, and passenger services. Other services can include secondary activities such as airframe and powerplant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales, and service, and aircraft storage/hangar rentals.

“Flammable Liquid” shall refer to any liquid or agent which when in contact with another property or properties may ignite, combust, or cause a flame.

“Flight School” shall mean a Tenant that is authorized by the FAA to offer flight instruction under the provisions of 14 CFR Part 61, “Certification: Pilots, Flight Instructors, and Ground Instructors” or Part 141, “Pilot Schools”.

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

“Florida Department of Transportation” or “FDOT” shall mean the State of Florida, Department of Transportation or any successor state agency thereto.

“Florida Statutes” shall mean the Code of Statutes of the State of Florida as may be amended from time to time.

“Flying Club” shall mean a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft. It shall not mean any entity that manages aircraft as part of a fractional ownership program, as defined by the Federal Aviation Regulations.

“Fractional Owner” shall mean owners who share ownership of aircraft that are scheduled and maintained by a management company which also provide furnished trained flight crews. Fractional ownership programs are operated under FAR Part 91, Subpart K.

“Fuel Service Facility” shall refer to any facility used to dispense aircraft fuel at the Airport (excluding any facility owned and operated by an authorized FBO)."

“Fuel Storage Area” shall mean any portion of the Airport designated as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

“Fuel Tank Vehicle” shall mean a vehicle used exclusively for the storage and dispensing of fuel.

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

“General Aviation” shall mean all phases of aviation activity other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

“Hazardous Material” shall mean any chemical, substance, material, waste, or similar matter defined, classified, listed, or designated as harmful, hazardous, extremely hazardous, dangerous, toxic, or radioactive, or as a contaminate or pollutant, or other similar term. Hazardous material is identified and subject to regulation under any federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.

“Helicopter” or “Rotorcraft” shall refer to any heavier-than-air aircraft that depends principally for its support in flight on the lift generated by one or more rotors.

"Independent Operator" shall refer to any person or operator offering a 'single' aeronautical service which is not currently provided by an existing FBO or SASO and which does so without an established place of business on the Airport. Independent Operators shall be duly licensed or certificated as required for all work performed, maintain the required insurance, and fully comply with the City's **Minimum Standards**.

"Instrument Runway" shall mean a runway having an existing instrument approach procedure utilizing air navigation facilities or area type navigation equipment for which an instrument approach procedure has been approved or planned.

"Jet Aircraft" shall mean aircraft powered by turbine or any other engines where thrust is not provided by an external propeller.

"Landing area" means the area on the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of an aircraft.

"Landing Distance Available" or **"LDA"** shall mean the runway length available for landing as defined in the Advisory Circular.

"Law Enforcement Agency" shall refer to City's Police Department or any other agency having jurisdiction over the Airport.

"Law Enforcement Officer" or **"LEO"** shall mean a duly authorized person from any city, county, state or federal agency having legal arresting powers at the Airport.

"Lease" shall refer to the written contract between the City and an operator (lessee) specifying the terms and conditions under which an operator may occupy or operate from certain designated airport facilities and/or property.

"Leased Aircraft" – All leased aircraft are divided into the following two categories:

"Exclusive Aircraft Lease" shall mean Aircraft leased by written lease to a single lessee for a minimum of six (6) months, which aircraft may not be rented, re-leased, or used by the owner during the term of the lease. Such aircraft shall be for the exclusive use of, and under the exclusive control of, the lessee and may only be used for the express purpose of lessee's aeronautical operator agreement with the City. Aircraft leased in this manner may be self-fueled by the lessee.

"Nonexclusive Aircraft Lease" shall mean Aircraft leased by written lease to a single lessee for a minimum of six (6) months, which aircraft may be rented, re-leased or used by the owner during the term of the lease. Such aircraft are not for the exclusive use of the lessee, and may not be under the lessee's exclusive control. Aircraft leased in this manner shall not be authorized to be self-fueled by the lessee.

"Lessee" shall refer to any person(s) or entity(ies) who has entered into a lease directly with the City regarding property located within the airport boundaries.

"Lessor" shall refer to the City of Venice.

"Limousine" shall mean any motor vehicle having a rated seating capacity of six (6) or more persons, not including the driver, operating to and from the Airport in accordance with a valid permit from the Florida Public Service Commission, but shall not include the vehicles commonly designated as "taxicabs" or "buses."

"Maintenance Run-up" shall mean the operation of the engines on an aircraft for any purpose other than for proceeding expeditiously to and from the Airport runway system for takeoff, landing, or taxiing to and from an approved Run-up location.

“Master Plan” shall refer to the current accepted master plan report and includes the approved Airport Layout Plan.

“Maximum Gross Landing Weight” or **“MGLW”** shall refer to the maximum allowable gross landing weight of an aircraft as determined by the aircraft manufacturer.

“Maximum Gross Takeoff Weight” or **“MGTOW”** shall refer to the maximum allowable gross takeoff weight of an aircraft as determined by the aircraft manufacturer.

“Minimum Standards” or **“Standards”** shall mean the qualifications which are established as the minimum requirements to be met as a condition for the privilege to conduct a commercial aeronautical service or activity on the Airport. The Minimum Standards are not intended to be all-inclusive, as the operator of a commercial enterprise which is based on the Airport will be subject additionally to all applicable federal, state, and local laws, orders, codes, ordinances, and other similar regulatory measures, including any Airport Rules and Regulations promulgated by the City. To the extent of any conflict that exist between the Minimum Standards and the Rules and Regulations, the Rules and Regulations shall prevail. (See the City’s ***Minimum Standards for Commercial Aeronautical Activities***).

“Motor Vehicle” or **“Vehicle”** shall refer to a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point.

“National Fire Protection Association” or **“NFPA”** shall refer to all codes and standards contained in the Standards of the National Fire Protection Association as the same may be amended from time to time.

“Non-aeronautical Lease” shall refer to any lease of airport property that does not pertain to an aeronautical activity.

“Non-commercial Activity” shall refer to those not-for-profit activities undertaken for philanthropic, religious, charitable, benevolent, humane, public interest, or similar purpose.

“Non-movement Area” shall mean portions of the Airport used for aircraft loading and parking areas. Non-movement Areas are not part of the AOA.

“Non-operating Aircraft” shall mean any aircraft on the Airport which does not possess a current certificate of airworthiness (i.e., having completed all required inspections, maintenance, etc.) issued by the FAA and is not actively being repaired or restored to meet airworthiness conditions.

“NTSB” shall mean the National Transportation Safety Board.

“Operating Directive” shall mean a written order issued by the City or designated representative requiring specific operational procedures, prohibiting specific operational procedures, prohibiting specific operations or types of operations on the Airport, or establishing designated and restricted uses of various areas of the Airport.

“Operational Areas” refer to areas that fall inside or outside the fenced areas of airport property are generally divided in the following two categories:

“Airside” shall mean those areas involved in any aircraft movement or operation, i.e., runways, taxiways, ramps, tie-down areas, hangar areas, etc.

“Landside” shall mean those areas not involved in aircraft movement or operation.

“Operator” shall mean a person or persons, firm, company, joint venture, partnership, or corporation engaging in any aeronautical activity on the Airport.

“Owner” shall mean a person in whose name the legal title of an aircraft or motor vehicle is held. The lessee or mortgagor of any aircraft or motor vehicle, which is subject to a conditional sale with the right to purchase, and with the immediate right of possession vested in the lessee or one in possession of the aircraft or motor vehicle, shall also be deemed an Owner.

“Parachute” or “Skydiving” Operation shall mean any and all activities associated with or in support of, a parachute jump. A parachute operation can involve, but is not limited to, the following persons: parachutist, parachutist-in-command and passenger-in-tandem parachute operations, drop zone or owner operator, jump master, certificated parachute rigger, or pilot.

“Parachute Jump” shall mean any activity that involves the descent of one or more persons to the surface, after jumping from an aircraft or other aeronautical vehicle in flight.

“Parachutist” or “Skydiver” shall mean any person who intends to exit an aircraft while in flight using a parachute to descend to the surface.

“Park” shall refer to putting or leaving or letting an aircraft or motor vehicle stand or stop in any location whether the operator leaves or remains in such vehicle or aircraft whether the engine is operating or not.

“Permission” shall refer to a right or approval granted by the Airport Director under the authority delegated by the City.

“Permit” shall refer to any administrative written approval, lease, or other agreement issued by the City to any person for conducting any commercial activity or other event on Airport property on a temporary basis, and under such terms, conditions, and duration as may be imposed and strictly limited to such location or locations as authorized.

“Person” shall mean any individual, partnership, firm, organization, association, company, corporation, their agent, or duly authorized representative. Person includes a trustee, receiver, assignee, or similar representative.

“Preventive Aircraft Maintenance” shall refer to any maintenance as listed in 14 CFR Part 43 that is not considered a major aircraft alteration or repair and does not involve complex assembly operations.

“Private Vehicle” shall refer to a vehicle transporting persons or property for which no charge is paid directly or indirectly by the passenger or by any other entity.

“Propeller Aircraft” shall mean any aircraft powered by reciprocating or turbine engines where the majority of thrust is provided by propeller.

“Public Areas” shall refer to a specified location or locations within the Airport maintained for public or community use on a non-exclusive basis and not controlled by any leasehold or other agreement.

“Public Parking Facilities” shall refer to all parking facilities provided for the public at the Airport as depicted on the airport layout plan.

“Rental Aircraft” shall mean aircraft rented to more than a single person or to a single person for less than six (6) months. Aircraft leased in such a manner shall not be self-maintained, self-serviced, or self-fueled by the lessee.

“Repair Station” shall mean a FAA-approved facility utilized for the repair of aircraft. Activities may include repair and maintenance of airframes, power plants, propellers, radios, instruments and/or accessories.

“Restricted Area” shall mean any area of the Airport, which is locked or has a posted notice, for which access is prohibited or limited to specific authorized persons.

“Roadway” shall mean any street or road whether improved or unimproved; within the boundaries of the Airport and designated for use by ground vehicles.

“Rotorcraft” shall mean any powered aircraft where lift is generated primarily by rotating blades (wings).

“Rules and Regulations” or **“Rules”** shall mean the Rules and Regulations for the Airport, as may be amended from time to time. To the extent any conflict exists between the Minimum Standards and the Rules and Regulations, the Rules and Regulations shall prevail. *(See the City’s **Rules and Regulations for the Airport**)*

“Runway” shall refer to that portion of the airfield operations area prepared for and used solely for take-off and landing of aircraft along its length. Runways are considered part of the AOA.

“Scheduled Operations” shall mean all operations of aircraft by scheduled air carriers.

“Security Program” shall mean an approved program developed for the protection and safety of aircraft operations and uses of the Airport.

“Security Violation” shall mean any breach in the approved Security Program developed for the protection and safety of aircraft operations and uses of the Airport.

“Self-fueling” shall mean the fueling of an aircraft by the Owner of the aircraft, the owner’s employee, or the exclusive lessee of the aircraft, as specifically approved by the City, using resources supplied by the aircraft owner.

“Self-service” shall refer to the refueling, repair, preventive maintenance, towing, adjustment, cleaning and/or other general services of any aircraft performed by an aircraft owner, or by such direct employee(s) of an aircraft owner with resources supplied by the aircraft owner.

“Self-service fueling” shall mean the fueling of an aircraft by the operator using unattended commercial fuel pumps installed for that purpose.

“Solicitation” or **“To Solicit”** shall mean to directly or indirectly, actively or passively, openly or subtly, as (or endeavor to obtain by asking), request, implore, plead for, importune, seek or try to obtain.

“Specialized Aeronautical Service Operation or Operator” or **“SASO”** shall refer to any aeronautical or aviation-related business that offers a single or limited aeronautical service that does not include fueling. Examples of a SASO include, but are not limited to, flight training, aircraft maintenance, air charter, air taxi, aircraft sales, aircraft rental, avionics sales and maintenance, aircraft storage, and sale of pilot supplies. *(See the City’s **Minimum Standards**)*

“Subcontract” shall mean a written agreement stating the terms and conditions under which a third party person renders aeronautical services or materials on the Airport necessary for the performance of another contract at the Airport.

“Sublease” shall mean a written agreement, approved by the City, stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing services at the Airport.

“Takeoff Distance Available” or **“TODA”** shall mean the runway length and clearway available for takeoff as defined in the Advisory Circular.

“Takeoff Run Available” or **“TORA”** shall mean the runway length available for takeoff as defined in the Advisory Circular.

“Taxicab” or **“Taxi”** shall mean any automobile that carries persons for a fare, usually determined by a meter, and that is appropriately licensed as a taxicab by the proper municipal authority.

“Taxilane” shall mean the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage areas. Taxilanes are not generally considered part of the AOA.

“Taxiway” shall mean that portion of the airfield established for aircraft access directly to/from the runways. Taxiways are generally considered part of the AOA.

“Tenant” shall mean a person who leases real property on the Airport for Airport-related functions and whose premises have access to the Airport. For purposes of these Rules, “Tenant” shall include subtenants and other persons who occupy a Tenant’s premises with the consent of the Tenant.

“Terminal” shall mean any Airport or Tenant facilities accessed by the public related to air transportation, including all buildings, roadways, vehicular circulation areas, and parking facilities provided by the City or by Tenants.

“Terminal Area” shall mean any Airport facilities accessed by the flying public related to air transportation including terminal buildings, aircraft aprons, temporary aircraft parking areas, access taxiways and taxilanes, fueling facilities, aircraft wash racks, and other Tenant or Airport facilities.

“Through-the-Fence” shall mean an aeronautical activity or service that is directly related to the use of the Airport, but is developed or located off airport property. The term also includes commercial aeronautical activities or services performed on the Airport by individuals or businesses, which may or may not have a lease or permit from the City to perform such services. Access to the airfield by through-the-fence operators is at the sole discretion of the City and may be withheld without cause.

“Transient Aircraft” shall refer to an aircraft not using the Airport as its permanent base of operations.

“Transportation Network Company” or “TNC” shall refer to an organization that pairs passengers with drivers who provide transportation services via the internet and mobile apps.

“UNICOM” shall mean a public two-way VHF aviation radio communication system that allows the transmission of airport advisory information to/from a base station, aircraft and vehicles operating on or in the vicinity of the Airport. The Airport’s current UNICOM frequency is 122.725.

“Unmanned aircraft” or “unmanned aerial vehicle” or “UAV” or “drone” shall mean an aircraft operated without the possibility of direct human intervention from within or on the aircraft.

“Unmanned aircraft system” or “UAS” shall include an UAV, a ground-based controller, and a system of communications between the two.

“Variance” shall refer to any approved deviation from the City’s minimum standards or other requirements.

“Vehicle” shall mean anything used as a method of transportation for persons and/or goods.

“Vehicle Parking Area” shall refer to any portion of the Airport designated and made available temporarily or permanently for the parking of vehicles.



Rules & Regulations
for
Venice Municipal Airport

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SECTION 1 DEFINITIONS

All words, terms and phrases when used herein shall have the meanings as described in the ***Definitions for Use regarding Venice Municipal Airport***. Words, terms and phrases which relate to aeronautical practices, processes and equipment, not defined therein, shall be construed according to the definitions in Title 14 of the Code of Federal Regulations, Florida Statutes Chapter 332.004 or, if not defined therein, according to their general accepted usage in the aviation industry.

SECTION 2 GENERAL REGULATIONS

2.1. Compliance with Rules and Regulations

- a. The Airport Director or their authorized representative has authority to take such actions as may be necessary to safeguard the public in attendance at the Airport, as well as all facilities under their control. All persons employed on or using the Airport shall cooperate with the Airport Director or their authorized representative to enforce these Rules and Regulations.
- b. Any permission granted by the Airport Director, directly or indirectly, expressly, or by implication or otherwise, to any person to enter or to use the Airport or any part thereof, is conditioned upon strict compliance with these Rules and Regulations.
- c. Any permission granted by the Airport Director under these Rules and Regulations is conditioned upon the payment of any and all applicable fees and charges established by the City.
- d. In interpreting these rules, should any conflict occur between or among provisions, then the Airport Director, in their sole and reasonable discretion, shall determine which provision or provisions shall control. Further, in the event that any rule is struck down by a court of competent jurisdiction or is otherwise repealed, all remaining provisions shall remain in full force and effect.

2.2. Commercial Activities

No person shall occupy or rent space and no person shall conduct any business, commercial enterprise or activity, or other form of revenue producing activity on the Airport without first obtaining a written agreement, permit, or other form of written authorization from the Airport Director.

2.3. Liability

The City assumes no responsibility for any loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, war, acts of terrorism, or act of God nor does it assume liability for injury to persons while on the Airport.

2.4. Advertising, Display, and Commercial Speech

- a. No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written matter within or upon any restricted area of the Airport.
- b. No person shall post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written matter unrelated to an authorized activity on the airport property in any public area at the Airport without first obtaining written authorization from the Airport Director.
- c. Within or upon the exterior portion of any private leasehold, no person, for a commercial purpose,

shall post, distribute, or display signs, advertisements, circulars, pictures, sketches, or engage in other forms of commercial speech without first obtaining written authorization from the Airport Director.

2.5. Solicitation

No person shall solicit or cause any solicitation for any purpose on the Airport without prior written permission from the Airport Director.

2.6. Obstruction of Airport Use or Operation

No person shall obstruct, impair or unreasonably interfere with the safe, orderly and efficient use of the Airport by any other person, vehicle, or aircraft.

2.7. Restricted Areas and Airfield Operations Areas

- a. Except as otherwise provided herein, no person may enter the airfield operations area or any other restricted area on the Airport except:
 - i. Persons assigned to duty thereon.
 - ii. Passengers who, under appropriate supervision, enter upon the aircraft apron for the purposes of enplaning or deplaning an aircraft.
 - iii. Persons expressly authorized by the Airport Director.
 - iv. Persons engaged, or having been engaged in the operation of aircraft.
 - v. Emergency vehicles during an actual or perceived emergency.
 - vi. Persons with a lease agreement with the City or other written authorization to do such.
- b. The security of all vehicle and pedestrian gates, doors, fences, walls and barricades which lead from a tenant, lessee, or contractor exclusive use area or leasehold to access to or from the airfield operations area or any other restricted area, shall be the responsibility of said tenant, lessee or contractor. It shall be the responsibility of a tenant, lessee or contractor to reasonably restrict persons or vehicles to their exclusive use area or leasehold. It is the responsibility of the tenant, lessee or contractor to establish operating procedures for access to the aircraft operating area on their exclusive use area or leasehold, and which operating procedures shall be subject to review and approval by the Airport Director.

2.8. Other Laws

- a. All applicable provisions of Florida laws and City ordinances now in existence or hereafter promulgated, are hereby adopted as part of the airport Rules and Regulations.
- b. All persons engaging in aeronautical activities regulated by the FAA shall abide by such FAA regulations as now existing or hereafter promulgated, and such FAA regulations are incorporated herein by reference and made a part hereof.

2.9. Insurance Certificates

- a. A valid certificate of insurance or copy thereof shall be provided to the Airport Director or their authorized representative by all tenants or parties of written agreements, leases, subleases, contracts, or permits executed where the City is a party.
- b. A valid certificate of insurance shall also be provided to the Airport Director or their authorized representative by all contractors, subcontractors, or construction companies functioning on or in airport property. Amounts of liability are determined by the City.
- c. All certificates of insurance required under these Rules and Regulations or applicable leases, licenses or agreements shall name the "City of Venice, its elected officials, officers, agents, and employees" as additional insured.

2.10. Damage Inspection; Access to Damage Site

- a. The Airport Director or their designated representative will inspect any damage to airport property, buildings or facilities involved in an accident or incident to determine the extent of damages. Sustained damages will be assessed by the Airport Director as a claim against the owner or operator of the aircraft or vehicle causing the damage.
- b. No person shall walk or drive across any aircraft landing areas of the Airport without prior specific permission from the Airport Director.

2.11. Responsibility for Damages

Any person causing damage to, or destroying public property of any kind, including buildings, fixtures, or appurtenances, whether through violation of these Rules and Regulations, or through any act or omission, shall be fully liable to the City. Any such damage shall be reported immediately to the Airport Director.

2.12. Accident Reports

Any person involved in an accident, whether personal, aircraft, or vehicle, occurring on airport property, shall make a full report to the Airport Director as soon as possible. The report shall include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a statement of the facts including date, time, and location.

2.13. Storage of Equipment

Unless otherwise provided for by a lease or other contractual agreement, no person shall use any area of the Airport, including buildings, either privately owned or publicly owned, for the storage of cargo or any other property or equipment without permission of the Airport Director. If, notwithstanding the above prohibition, a person, firm, or corporation uses such areas for storage without first obtaining such permission, the Airport Director shall have the authority to order the cargo or any other property removed, or to cause the same to be removed and stored at the expense of the owner or consignee without responsibility or liability therefore.

SECTION 3 PERSONAL CONDUCT

3.1. General

The public shall observe and obey all posted signs, fences, and barricades governing the activities and demeanor of the public while on airport property. The public shall further refrain from entry upon the airfield operations area and all restricted areas of the Airport.

3.2. Use and Enjoyment of Airport Premises

No person shall hinder, impede, or prevent any other person from the authorized use and enjoyment of the Airport and its facilities.

There shall be no "Through the Fence Operators" or operations on airport property.

3.3. Environmental Pollution and Sanitation

- a. Any person while on airport property shall refrain from any manner or form of littering or environmental pollution.
- b. No person shall dispose of garbage, papers, refuse, or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.

- c. No person shall dispose of any fill or building materials or any other discarded or waste materials on airport property without prior written approval from the Airport Director. No liquid or solid waste shall be placed in storm drains, the sanitary sewer system, or other airport property.
- d. Any environmentally sensitive liquid or solid substance spilled in or on airport buildings, facilities, or property shall immediately be cleaned up by the person responsible for the spillage and reported immediately to the Airport Director.
- e. No refuse shall be burned at the Airport.
- f. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust, fumes, gaseous matter or particulates to be emitted into the atmosphere within the airport environs.
- g. Any person discarding chemicals, paints, oils, or any products must adhere to any and all applicable federal, state, and local laws and regulations.

3.4. Wildlife Hazard

- a. No person shall enter any part of the Airport with a domestic or wild animal, unless such animal is kept restrained by a leash or is so confined just prior to being placed on an aircraft or immediately following removal from an aircraft.
- b. No person shall feed or perform any other act to encourage the congregation of birds or to attract animals on the Airport.

3.5. Firearms and Weapons

- a. For the purpose of this section, a firearm means any weapon, including a starter gun, which will, or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. Properly stored emergency flare guns are exempt.
- b. For the purpose of this section, a weapon means any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapons, electric weapon or any other deadly weapon.
- c. No person, except those persons authorized under Florida Statutes or the Airport Director acting under authority of the City, may carry or transport any firearm or weapon on the Airport, and further excepting when such firearm or weapon is properly encased for shipment in compliance with all applicable shipping regulations.
- d. The City reserves the right to restrict the carrying of firearms and weapons by watchmen and guards on the Airport.

3.6. Preservation of Property

- a. No person may destroy, injure, deface or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn or other property on the Airport.
- b. No person shall travel upon the Airport other than on roads, walks, or other rights-of- way provided for such specific purpose.
- c. No person shall alter, add to, or erect any building or sign on the Airport or make any excavation on the Airport without prior written approval from the Airport Director.
- d. Any person causing or responsible for injury, destruction, damage or disturbance at the Airport shall immediately report the incident to the Airport Director.

3.7. Lost or Abandoned Property

- a. Any person finding lost articles in the public areas at the Airport shall immediately deposit them with the Airport Director's Office. Articles unclaimed by their proper owner within ninety (90) days thereafter shall, upon request, be turned over to the finder in accordance with Chapter 705, Florida Statutes. Nothing in this paragraph shall be construed to deny the right of airport tenants to maintain "lost and found" services for property of their patrons, invitees or employees. Articles to which the owner or finder is not entitled to lawful possession shall be forfeited to the Airport Director for disposal in accordance with the provision of applicable state law.
- b. No person shall willfully abandon any personal property on the Airport.
- c. Any property which has been determined by the Airport Director to be abandoned, will be removed, stored, and/or disposed of at the owner's expense and in accordance with appropriate Florida Statutes.

3.8. Alcoholic Beverages; Controlled Substances

- a. No person shall drink any alcoholic beverages on any part of the Airport except in places properly designated and licensed for such dispensing or upon leased property, with the express authority and permission of the leaseholder.
- b. No person under the influence of alcoholic beverages or drugs shall operate any motor vehicle or aircraft on the Airport.
- c. No person, other than under competent medical supervision, shall consume any controlled substance on the Airport.

3.9. Disorderly Conduct

- a. No person shall commit any disorderly, obscene, or indecent act, or commit any nuisance within the airport premises.
- b. No person shall throw, shoot, or propel any object in such a manner as to interfere with or endanger the safe operation of any aircraft taking off, landing or operating on the Airport or any vehicle operating on the Airport.
- c. No person shall aim or point any lighted object including a laser or bright light towards any aircraft whether parked, taxiing, departing, or landing at the Airport.
- d. No person shall knowingly or willfully make any false statement or report to the Airport Director or their authorized representative.

3.10. Camping

No person shall camp overnight on Airport property without prior written permission from Airport Director.

3.11. Commercial Photography

No person shall film, videotape, or take still photography for commercial purposes while on the airfield without the prior written permission of the Airport Director. Photography for personal use including sale of aircraft or parts are exempt.

3.12. Operation of Unmanned Aircraft

No person may operate an unmanned aircraft within the boundaries of the Airport unless the operator has prior written permission of the Airport Director. At no time shall a person operate an unmanned aircraft in a manner that interferes with operations and traffic patterns of the Airport.

SECTION 4 FIRE AND SAFETY

4.1. General

- a. All persons using the Airport or the facilities of the Airport shall exercise the utmost care to guard against fire and injury to persons or property.
- b. All applicable City codes, together with all applicable standards of the City Fire Department and City Building Official, now in existence or hereafter promulgated (and not otherwise in conflict with Federal Aviation Regulations) are hereby adopted by reference as part of these Rules and Regulations of the Airport.

4.2. Authority to Dispense Aviation Fuel

- a. While FAA regulations permit aircraft owners/operators to fuel their own aircraft, approval by the Airport Director is required for any aircraft owner/operator to dispense fuel into any public or private aircraft at the Airport. The Airport Director may not unreasonably withhold approval for self-fueling upon being provided such reasonable assurances that:
 - i. the fuel may be safely transported onto the Airport;
 - ii. that the aircraft being self-fueled is owned by the company, corporation, individual;
 - iii. that the aircraft being fueled is done in accordance with the minimum standards for each type activity described;
 - iv. that the vehicle carrying such fuel has adequate insurance;
 - v. the aircraft being fueled has an approved FAA supplemental type certificate for the use of automotive fuel; and
 - vi. that the fuel may be safely dispensed in accordance with these Rules and Regulations.
- b. Only those persons authorized by the Airport Director pursuant to subsection 4.2.a above, or an approved Fixed Base Operator may dispense fuel into any public or private aircraft.
- c. No person shall dispense or sell aviation fuel for automotive purposes on roadways or highways.
- d. No person may operate a fuel service facility except pursuant to a written lease or license agreement with the City and in strict adherence to these rules and any applicable operating directive, as such may be amended.

4.3. Fueling Operations – Operating of Engines

- a. No aircraft shall be fueled or defueled while one or more of its engines are running or is being warmed by external heat or within the confines of any building or structure, however this regulation does not apply to “hot fueling” of governmental aircraft where required under a fuel contract.
- b. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.

4.4. Fueling Operations – Distance from Buildings

Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any occupied building, hangar, or other enclosed structure which has windows or doors in the exposed walls.

4.5. Fueling Operations – Spillage of Fuel

- a. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids or contaminants of any kind shall be allowed to flow into or be placed in any airport sanitary or storm drain system.
- b. Any persons, including the owner or operators of aircraft, causing overflowing or spilling of fuel, oils, grease or other contaminants anywhere on the Airport, shall immediately notify the Airport Director of said spillage and will be held responsible for immediate cleanup of the affected area. When fuel spills occur, fueling shall stop immediately.
- c. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fire guard shall be promptly posted.

4.6. Fueling Operations - Passengers

No aircraft shall be fueled or defueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open and a flight crew member is at or near the cabin door.

4.7. Fueling Operations – Static Bonding

- a. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft and/or the aircraft shall be bonded to the ground by the use of a cable, thus providing a conductive path to equalize the electrical charge between the fueling equipment and aircraft. The bond shall be maintained until fueling connections have been removed.
- b. When fueling over-wing, the nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is metallically connected to the tank filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the electrical charge between the nozzle and the filler port. The spout shall be kept in contact with the filler neck until the fueling is completed.
- c. When a funnel is used in aircraft fueling, it shall be kept in contact with the filler neck as well as the fueling nozzle spout or the supply container to avoid the possibility of a spark at the fill opening. Only metal or other appropriate electrical conductive funnels shall be used.
- d. Each hose, funnel, or apparatus used in fueling or defueling aircraft shall be maintained in good condition and must be properly bonded to prevent ignition of volatile liquids.

4.8. Fueling Operations – Positioning of Equipment for Fueling

- a. Aircraft fuel servicing vehicles shall be positioned so that they can be moved promptly after all aircraft fuel hoses have been disconnected and stowed.
- b. The propulsion or pumping engine of aircraft fuel servicing vehicles shall not be positioned under the wing of aircraft during over-wing fueling or where aircraft fuel system vents are located. Aircraft fuel servicing vehicles shall not be positioned within a 10-foot (3 meter) radius of aircraft fuel system vent openings.
- c. Hand brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab.
- d. No fuel truck shall be backed within 20 feet of an aircraft unless a person is posted to assist or guide.

4.9. Fueling Operations – Fire Outbreak

When a fire occurs in the fuel delivery device while servicing an aircraft, the fire department shall be notified immediately, fueling shall be discontinued immediately and all emergency valves and dome covers shall be shut down at once.

4.10. Fueling Operations – Use of Fuel Tank Vehicles on Taxiways, Taxilanes, and Runways

No fuel tank vehicle shall be operated on a taxiway, taxilane, or runway at any time without first obtaining authorization from the Airport Director.

4.11. Fuel Operations – Fire Extinguishers

No person shall engage in aircraft fueling or defueling operations without proper and adequate fire extinguishing equipment readily accessible and operational at the point of fueling.

4.12. Fueling Operations – Allowed Parking Areas for Fuel Tender

All areas used for fuel tender shall be approved in advance by the Airport Director and shall take into account:

- a. Facilitating dispersal of the vehicles in the event of emergency.
- b. Providing at least ten (10) feet of clear space between parked vehicles for accessibility for fire control purposes.
- c. Preventing any leakage from draining to an adjacent building, storm drain, or grass area.
- d. Minimizing exposure to damage from out-of-control aircraft.
- e. Providing at least 25 feet from any occupied building, hangar, or other enclosed structure which has windows or doors in the exposed walls.

4.13. Fueling Operations – Use of Radio, Radar, or Electrical Systems

No person shall operate a radio transmitter or receiver, or switch electrical appliances on or off, in an aircraft while it is being fueled or defueled.

4.14. Fueling Operations – Thunderstorm Activity

Fueling or defueling operations shall not be conducted during periods of dangerous thunderstorm activity in the vicinity of the Airport.

4.15. Fueling Farms and Bulk Fuel Installations

- a. All fuel farms and bulk fuel installations shall conform to all applicable operating directives, the appropriate National Fire Protection Association Standards, City fire codes, federal, state and local laws, and any other directives issued by the Airport Director.
- b. There shall be NO SMOKING within one hundred (100) feet of a fuel farm or bulk fuel installation.
- c. Fire extinguishers shall be maintained in an accessible position and in an operable condition with an unexpired certification date by the operator.
- d. No fueling or fuel transporting vehicle shall be left unattended during loading and unloading of fuel at a fuel farm or bulk fuel installation.

4.16. Fuel Tank Vehicles

- a. Each fuel tank vehicle shall be conspicuously marked on both sides and rear of the cargo tank with the word "FLAMMABLE".
- b. Emergency operating devices on all fuel tank vehicles shall be conspicuously marked "EMERGENCY SHUT OFF".
- c. The propulsion and pumping engine on all fuel tank vehicles shall have safeguards to reduce ignition sources to a minimum.
- d. The carburetor on all fuel tank vehicles shall be fitted with an approved back-flash arrester.
- e. The wiring on all fuel tank vehicles shall be adequately insulated and fastened to eliminate chafing, and affixed to terminal connections by tight-fitting snap or screw connections with rubber or similar insulating and shielding covers and molded boots.
- f. Two fire extinguishers should be conspicuously apparent on all fuel tank vehicles.
- g. Each hose, funnel, or apparatus on a fuel tank vehicle used in fueling or defueling aircraft shall be maintained in good condition.
- h. Maintenance and testing of aircraft fueling systems shall be conducted under controlled conditions and in accordance with NFPA guidelines.
- i. Fuel tank vehicles shall only be stored and maintained outdoors in areas authorized by the Airport Director.

4.17. Smoking

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices shall not be permitted within 100 feet of parked aircraft, nor during fueling or defueling, nor during the loading or unloading of fuel tank vehicles or tank cars, nor within 100 feet of a flammable liquid spill, nor in any area on the Airport where smoking is prohibited by the Airport Director by means of posted signs, nor in any hangar, shop or other building in which flammable liquids are stored or used except in cases where, specifically approved smoking rooms have been constructed for that purpose.

4.18. Open Flame Devices and Operations

Lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, and all operations involving open flames shall only be conducted within those facilities that have been previously authorized by the Airport Director or lease agreement to perform such activities. If authorized, these activities shall be restricted to designated areas and isolated from the storage section of any hangar. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

4.19. Storage of Materials

- a. No person shall keep or store gasoline, kerosene, ethyl, jet fuel, ether, or other flammable gases or liquids, including those used in connection with the process of "doping", or any other material or equipment in such manner as to constitute a fire hazard or be in violation of applicable federal, state or City codes and regulations, or airport operating directives.
- b. No person shall keep, transport, or store bulk quantities of lubricating oils on the Airport except in containers and receptacles designed for such purpose and in areas specifically approved for such storage in compliance with the applicable federal, state, City codes and regulations, or the standards as published by the NFPA.

- c. All flammable gases or liquids shall be stored in accordance with the applicable federal, state or City codes and laws, and appropriate NFPA standards. Buildings where such material is being stored shall include appropriate fire suppression devices and first-aid equipment.
- d. No underground storage tanks shall be permitted.

4.20. Hazardous Materials

- a. Explosives or other hazardous materials barred from loading in, or for transportation by civil aircraft in the United States under current or future regulations promulgated by the Department of Transportation, the Federal Aviation Administration, or by any other competent authority shall not be transported, handled, or stored in or upon the Airport. Compliance with the above referenced regulations shall not constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport. Advance notice of at least 48 hours shall be given to the Airport Director to permit full investigation and clearance for any operation requiring a waiver of this rule.
- b. No person may offer, and no person may knowingly accept, any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with the current provisions of Federal Aviation Regulations.
- c. Any person engaged in transportation of hazardous articles shall designate personnel at the Airport who are authorized and responsible for receiving and handling such shipments in compliance with all prescribed regulations.
- d. Any person engaged in the transportation of hazardous articles shall provide storage facilities which reasonably ensure against unauthorized access or exposure to persons and against damage to shipments while at the Airport.

4.21. Motorized Ground Equipment around Aircraft

No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of an emergency.

4.22. Operating Motor Vehicles in Hangars

No person shall operate a motor vehicle in any hangar or other enclosed structure for other than towing an aircraft or parking an automobile while the aircraft is in use.

4.23. Aircraft Electrical and Electronic Systems

No airborne radar equipment shall be operated or ground tested in any area on the Airport where the directional beam of high intensity radar is within (300) feet, or the low intensity beam is within (100) feet of an aircraft fueling operation, aircraft fueling truck, flammable liquid storage facility, or any person unless an approved shielding device is used during the radar operation.

4.24. Electrical Equipment and Lighting Systems

Vapor or explosion-proof electrical equipment and lighting systems shall be used exclusively within hangars or maintenance shelters when required under NFPA Standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.

4.25. Heating/Air Conditioning/Ventilation of Hangars

The only heating, air conditioning, ventilation fans, or other devices that are approved for use in the

hangars shall not exceed the rated electrical service of the power outlet. All electrical equipment used in any hangar must be approved as suitable for use in enclosed spaces by the Underwriters Laboratories, Inc. and shall be installed and maintained in the manner prescribed by the Underwriters Laboratories, Inc.

4.26. Use of Cleaning Fluids

Cleaning of aircraft parts and other equipment shall preferably be done with non- flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100°F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with NFPA good practice recommendations.

4.27. Aprons, Buildings, and Equipment

- a. All persons on the Airport shall keep all areas of the leased premises or used by them clean and free of oil, grease and other flammable material. The floors of leased hangars and other buildings owned by the City shall be kept clean and continuously kept free of rags, waste materials or other trash and rubbish. The tenants shall furnish and maintain approved metal receptacles with a self-extinguishing cover for the storage of oily waste rags and similar materials. The contents of these receptacles shall be removed daily by persons occupying space and kept clean at all times.
- b. No person shall use flammable substances for cleaning hangars or other buildings on the Airport. Building cleaning agents shall meet all federal, state and local codes, regulations or permits with particular note to potential storm water run-off.

4.28. Trash Containers; Hauling

- a. No tenant, lessee, concessionaire, or their agents doing business on the Airport, may keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport.
- b. No person shall operate an uncovered vehicle to haul trash, dirt, or debris of any other kind on the Airport without prior permission from the Airport Director.
- c. No person shall spill dirt or any other materials from a vehicle operating on the Airport.

4.29. Repairing and Maintaining Aircraft

- a. Where Repairs and Maintenance may be performed – limitations on repairs and maintenance inside City-owned aircraft storage hangars.
 - i. All repairs and maintenance performed within any City-owned storage hangar shall fully comply with all applicable FAA rules and regulations, including limitations on the type and scope of work as may be authorized by the FAA.
 - ii. The starting or operating of aircraft engines inside any City-owned storage hangar is strictly prohibited.
 - iii. There shall be NO fuel transfer in any City-owned storage hangar.
 - iv. There shall absolutely be NO welding, painting, doping, torch-cutting, torch-soldering, or use of any welding, torching, sparking, spraying or doping device(s) in any City-owned storage hangar. Only preventative maintenance is allowed in any City-owned hangar. Preventative maintenance shall refer to any maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43.
 - v. Additionally, as to repairs or maintenance to the aircraft fuel system or fuel tank, there shall be NO work performed or tools used in any hangar which may cause any spark or flash or which has the potential to start a fire or cause an explosion.
 - vi. In no event may any repairs or maintenance be performed in any hangar that would be unsafe, unsightly, or detrimental to the use of airport facilities by others.
 - vii. Further, to the extent not covered herein, no person shall construct, build or substantially rebuild

- any aircraft including, without limitation, aircraft disassembled or from kits, within any City-owned storage hangar without the prior written authorization of the Airport Director and which approval may not unreasonably be withheld. This provision expressly recognizes the greater latitude the FAA affords those persons who entirely build their own aircraft from scratch or from kit.
- viii. In addition to the provisions herein, all repairs and/or maintenance performed in any City-owned storage hangar shall comply with: (a) all applicable regulations promulgated by the NFPA; and (b) all applicable provisions of the National Electrical Code (NEC).
 - ix. The disposal of used oil and other hazardous waste shall be in accordance with these Rules and Regulations and shall be the responsibility of the tenant.
- b. Persons Authorized to Perform Repairs and Maintenance on Aircraft.
- i. Nothing herein is intended to prevent any aircraft owner or owner's employee(s) from performing maintenance on their own aircraft as provided for in FAA Order 5190.6B, as amended or superseded.
 - ii. Only those persons that have a verified status of an approved Fixed Base Operator, or authorized to perform repairs or maintenance under the City's **Minimum Standards**, may repair or maintain any public or private aircraft on the Airport.

4.30. Doping, Painting, and Paint Stripping

- a. No Person shall conduct a fabric doping process, spray painting, or paint stripping except in areas or facilities specifically approved for such purposes under NFPA standards and applicable provisions of federal and state law and the City's codes and ordinances.
- b. The arrangement, construction, ventilation, and protection of spraying booths and the storing and handling of doping, painting and stripping materials shall be in accordance with NFPA standards and applicable federal, state and the City's codes and ordinances
- c. No Person shall enter or work in confined areas where fabric doping, painting, or stripping is in process, unless such Person is properly clothed, ventilated, and protected in accordance with NFPA standards and applicable provisions of the City's codes and ordinances.

4.31. Fire Extinguishers

- a. Fire extinguishing equipment at the Airport shall not be tampered with at any time, nor used for any purpose other than firefighting or fire prevention. All such equipment shall be maintained in accordance with NFPA Standards. Tags showing the date of the last inspection shall be attached to each unit or records acceptable to Underwriters Laboratory (UL) shall be kept showing the status of such equipment.
- b. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall supply and maintain an adequate number of readily accessible fire extinguishers. Fueling vehicles designed for the transport and transfer of fuel shall carry onboard a minimum of (2) fire extinguishers, one located on each side of the vehicle. Extinguishers shall conform to applicable NFPA Standards.

SECTION 5 AERONAUTICAL ACTIVITY

5.1. General Rules

- a. Compliance With Orders - All aeronautical activities at the Airport shall be conducted in compliance with the current applicable Federal Aviation Regulations, these Rules and Regulations, Minimum Standards, standard operating procedures and operating directives, as these rules, regulations, procedures and directives may be amended or renumbered from time to time.

- b. Hold Harmless - The aircraft owner, pilot, agent, or their duly authorized representative agrees to release, discharge and hold harmless the City, its council, its officers, and its employees of and from liability for any damage which may be suffered by any aircraft or its equipment, and for personal injury or death. The use of the airfield operations area and related facilities shall constitute acceptance of the terms of this provision, these Rules and Regulations and other airport standards and operating directives.
- c. Negligent Operations Prohibited
 - i. No person shall operate aircraft at the Airport in a careless manner or in disregard of the rights and safety of others.
 - ii. All persons using the Airport shall be liable for any property damage caused by their carelessness or negligence on or over the Airport, and any aircraft being operated, so as to cause such property damage, may be retained in the custody of the Airport Director and the City shall have a lien on said aircraft until all charges for damages are paid. Any person liable for such damage agrees to indemnify fully and to save and hold harmless the City, its council, its officers, and its employees from claims, liabilities, and causes of action of every kind, character, and nature and from all costs and fees (including attorney's fees) connected therewith and from the expenses of the investigation thereof.
- d. Denial of Use of Airport - The Airport Director or their authorized representative shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to direct refusal of takeoff permission to aircraft, and to deny the use of the Airport or any portion thereof to any specified class of aircraft or to any individual or group, when they consider any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Airport Director or their authorized representative believes the condition of the Airport to be unsafe for landings or takeoffs, it shall be within their authority to issue, or cause to be issued a NOTAM (Notice to Airmen) closing the Airport or any portion thereof.
- e. Aircraft Accidents or Incidents - The pilot or operator of any aircraft involved in an accident or incident, as defined in FAR 830.2 (as such provision may be renumbered or amended) on the Airport causing personal injury or property damage, shall, in addition to all other reports required by other agencies, make prompt and complete report concerning said accident or incident to the office of the Airport Director within 72 hours of the time the accident or incident occurred. When a written report of any accident or incident is required by Federal Aviation Regulations, a copy of such report may be submitted to the Airport Director in lieu of the report required above. In either instance, the report shall be filed to the Airport Director within 72 hours from the time the accident or incident occurred.
- f. Disabled Aircraft - Subject to compliance with appropriate federal regulations, authorizations, and directives, the aircraft owner shall be responsible for the prompt removal of all disabled aircraft and its parts at the Airport, until the Airport Director or their authorized representative has granted permission to do so. In the event of owner's failure or refusal to comply with removal orders, the disabled aircraft or any parts thereof may be removed by the Airport Director at the owner's expense without liability to the City for any damage which may be incurred as a result of such removal.
- g. Tampering with Aircraft - No person shall interfere or tamper with any aircraft, or put in motion such aircraft, or use or remove any aircraft, aircraft parts, instruments or tools without prior positive evidence of permission from the owner thereof.
- h. Certification of Aircraft and Licensing of Pilot - All aircraft operating at the Airport shall display on board the aircraft a valid airworthiness certificate issued or required by the FAA or appropriate foreign government and shall display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government. All persons operating aircraft on the Airport shall possess an appropriate license and certifications as issued by the FAA or appropriate foreign government.

5.2. Airport Operational Restrictions

- a. Use Restrictions within Airfield Operations Area - Unless contrary to federal aviation regulations and only when deemed necessary for the safe operation of the Airport, the Airport Director, through the publication of Notices to Airmen (NOTAMs), may designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following types of operations:
 - i. Touch and Go Flights.
 - ii. Training Flights.
 - iii. Experimental Flights.
 - iv. Equipment Demonstration.
 - v. Air Shows.
 - vi. Maintenance Flight Checks.
 - vii. Aircraft Type.
 - viii. Compliance with CFR Part 36, Noise Standards: Aircraft Type and Airworthiness Certification.
- b. Takeoffs and Landings - The following additional provisions shall apply to all take offs and landings of aircraft:
 - i. Except for a helicopter, which may operate from a FDOT approved helipad, no person shall cause an aircraft to land or takeoff at the Airport, except on a runway.
 - ii. No person shall cause an aircraft to takeoff or land on or from an unserviceable runway, or on or from any ramp area, taxilane or taxiway.
 - iii. No person shall land an aircraft and turn 180 degrees in order to reverse direction for takeoff on a runway.
 - iv. All persons landing an aircraft at the Airport shall make the landing runway available to other aircraft by leaving the runway as promptly as possible, consistent with safety.
 - v. Any person operating or controlling an aircraft landing at or taking off from the Airport shall maintain engine noise within applicable aircraft engine noise limits as promulgated by the federal government.
- c. Banner Towing Prohibited - Aircraft tow banner pickups and drop offs from or on the Airport are prohibited without a prior written agreement or permit signed by the Airport Director and under such terms and conditions as may be imposed.
- d. Parachute Jumping Prohibited - Parachute jumping over or on to the Airport is prohibited without a prior written agreement or permit signed by the Airport Director and under such terms and conditions as may be imposed.
- e. Kites, radio-controlled aircraft (including UAVs), tethered balloons, or other objects that could constitute a hazard to aircraft operations shall not be flown on or within the vicinity of the Airport unless authorized in writing by the Airport Director.

5.3. Taxi and Ground Rules

- a. Aircraft Parking - The following additional provisions shall apply to all parking of aircraft:
 - i. No person shall park an aircraft in any area on the Airport except those designated, and in the manner prescribed, by the Airport Director. If any person uses unauthorized areas for aircraft parking, the aircraft so parked may be removed by or at the direction of Airport Director at the risk and expense of the owner thereof.
 - ii. Aircraft shall not be parked in such a manner as to block other parked aircraft, hangars, or taxilanes.
 - iii. No aircraft shall be left unattended on the Airport unless it is in a hangar or adequately secured.
 - iv. Articles left in aircraft are the sole responsibility of the aircraft owner/pilot. Theft or vandalism of said articles are not the responsibility of the City.
- b. Derelict Aircraft - The following additional provisions shall apply to all derelict aircraft:

- i. No person shall park or store any aircraft in non-flyable condition on airport property, including leased premises, for a period in excess of ninety (90) days without prior written permission from the Airport Director.
 - ii. No person shall store or retain aircraft parts or components being held as inventory anywhere on the Airport, other than in an enclosed, authorized facility, or in a manner approved in writing by the Airport Director.
 - iii. Whenever any aircraft is parked, stored or left in a non-flyable condition on the Airport in violation of the provisions of this section, the Airport Director shall so notify the owner or operator thereof by mail, requiring removal of said aircraft within fifteen (15) days of receipt of notice, or if the owner or operator be unknown or cannot be found, the Airport Director shall conspicuously post and affix notice to the aircraft, requiring removal of the aircraft within fifteen (15) days from date of posting. Upon the failure of the owner or operator to remove the aircraft within the period provided, the Airport Director may have the aircraft removed from the Airport. All costs incurred by the City in the removal of any aircraft as set forth herein shall be recoverable against the owner or operator thereof.
- c. Starting and Running Aircraft Engines - The following additional provisions shall apply to all starting and/or running of aircraft engines:
- i. No aircraft engine shall be run at the Airport unless a licensed pilot or FAA-certified Airframe or Powerplant mechanic qualified to run the engine of that particular type aircraft is at the controls and the aircraft has set adequate parking brakes.
 - ii. No person may run the engine of an aircraft parked on the Airport in a manner that could cause injury to a Person(s), damage to property or in any way hinder the safe operation of the Airport.
 - iii. No aircraft will be run-up or started up while under the roofline of a hangar, whether said hangar is enclosed or not.
 - iv. Noise emanating from aircraft engines during maintenance operations shall be maintained within the applicable noise limits promulgated by the City.
- d. Aircraft Taxiing - The following additional provisions shall apply to all aircraft taxiing:
- i. No person shall taxi an aircraft on the Airport until he or she has ascertained that there will be no danger of collision with any persons or objects.
 - ii. All aircraft shall be taxied at a safe and reasonable speed.
 - iii. All wheeled-aircraft operating on the Airport shall be equipped with wheel brakes in proper working order.
 - iv. Where taxiing aircraft are converging, the aircraft involved shall pass each other bearing to the right.
 - v. All aircraft being taxied on the Airport shall operate aircraft position lights in accordance with FAR Part 91 (as such provision may be renumbered or amended) during the hours between sunset and sunrise.

5.4. Rotorcraft Operations Rules

The following provisions shall apply to all rotorcraft operations at the Airport:

- a. Minimum Clear Area for Operating Rotors - Rotorcraft shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least 50 feet in all directions from the outer tips of the rotors.
- b. Operations Near Parked Aircraft - Rotorcraft aircraft shall be operated at least 50 feet from any areas on the Airport where unsecured light aircraft are parked.
- c. Minimum Altitude - Rotorcraft shall, at all times over the Airport, operate at least 50 feet from all buildings, property and people as not to cause any damage or harm. Rotorcraft shall operate in accordance with all applicable FAA regulations.

5.5 Parachute Jumping

Because of its inherent dissimilarities with other aeronautical activities extant at the Airport, parachute jumps (skydiving) using the Airport as a landing area are regulated under specific Rules and Regulations to ensure the safety of all Airport users.

- a. Experimental and exhibition skydiving at the Airport shall not be permitted except as hereinafter provided. This activity may be permitted on specific occasions by the City provided prior approval has been obtained from the FAA and that proper precautions are in place to protect the public safety.
- b. No person shall engage in any parachute jumping operation with the intent of landing on airport property without the written permission of the Airport Director.
- c. In addition to complying with this Section, all parachute jumping operations at the Airport shall be conducted in compliance with the provisions and conditions set forth in the City's **Standard Operating Procedures for Skydiving Operations**.
- d. Persons engaged in approved skydiving operations shall use only the designated parachute drop zone(s). Landing on another area of the Airport property by any parachutist is prohibited.
- e. Only parachutists holding a current USPA Class D license, or jumping in tandem with a Class D license holder, shall be permitted to use the Airport for landing.
- f. Unless expressly approved pursuant to item 5.5(a) of this section, parachute operations shall only be conducted through the services and facilities of a commercial skydiving operator authorized to conduct business at the Airport.
- g. The parachute drop zone and the area in the general vicinity of the parachute drop zone are restricted to only persons with an operational need to be in or around the area.

5.6 Use of City-Owned and Managed Hangar Facilities

The following additional provisions shall apply to the use or lease of all City-owned and managed hangars:

- a. Interference with Other Tenants; Prohibition of Nuisances - T-hangars and unit storage hangars shall not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises or the tenants therein.
- b. Aircraft Storage Only - T-hangars and storage hangars shall be used solely for the storage of tenant's aircraft and incidental items thereto. For purposes of this provision, incidental items shall be limited to: i.) parts, accessories, supplies, and tools for said aircraft and only to the extent such are directly related to the repairs and maintenance authorized in subsection 4.29(b) above; ii.) workbench; iii.) chairs; and iv.) tenant's personal vehicle as provided herein. The tenant, at the tenant's sole risk, may park their personal vehicle in the hangar for only so long as the tenant is using their aircraft. The tenant shall assume all risk of loss or damage resulting from the temporary parking of said vehicle in the hangar. The tenant further acknowledges and agrees that the risk or loss or damage to said vehicle and incidental items and personal property described herein are not covered items under the property insurance for the premises or under any other policy of insurance maintained by the Airport. The storage of anything not specifically listed herein shall be a violation of these rules.
- c. Attachments to Building Structure - No permanent items shall be structurally attached to the building, either interior or exterior. No aircraft, aircraft component, or other item shall be suspended or lifted utilizing the building or any component of the building.
- d. Alterations to Hangar - No alterations will be made to the hangar structure without prior written

approval from the Airport Director. Any tenant who desires to alter or modify a City-owned hangar must submit plans and cost estimates to the Airport Director for review and approval. Once approved, it is the tenant's responsibility to coordinate with the City's Building Department to obtain the necessary permits. All such improvements shall be at the tenant's expense and shall become property of the City at the expiration of the lease agreement. Any alterations made without prior approval are subject to removal by the Airport Director at tenant's expense, upon thirty (30) days written notice, for the purpose of repair, construction or other purposes deemed necessary by the Airport Director.

- e. Storage of Flammable Materials - No flammable materials or refuse shall be stored or allowed to accumulate in hangars
- f. Washing Aircraft - Aircraft shall only be washed in the area designated by the Airport Director.
- g. Prohibition of Sprayers - No paint spraying or spraying of any kind will be permitted in any City owned storage hangar.
- h. Prohibition on Electrical Equipment and Devices - All electrical equipment and devices used in any hangar must be approved as suitable for use in enclosed spaces by the Underwriters Laboratories, Inc. and shall be installed and maintained in the manner prescribed by the Underwriters Laboratories, Inc.
- i. Use of Tools and Equipment within Hangars - No tools, equipment, or material will be used in the hangars that could constitute a fire hazard.
- j. Smoking Prohibited within Hangars - No smoking in hangars is permitted.
- k. Floors Kept Free of Fuels, Oils, Lubricants and Other Pollutants - Tenants shall exercise reasonable care to keep the floor of the hangar free from fuels, oils, lubricants and other pollutants at all times.
- l. Conservation of Water and Electricity - Tenants will make every reasonable effort to conserve electricity and water.
- m. Signs - No signs may be painted or attached to the exterior of City-owned T-hangars or aircraft storage hangars.
- n. Hangar Doors - Hangar doors shall be kept closed at all times, except when moving aircraft, working on aircraft, or when aircraft will be gone for only a short time, and at no time shall doors be left open at night. Tenants shall ensure their hangar doors do not interfere with other tenants' door opening.
- o. Parking of Aircraft Outside of Hangars - No aircraft or vehicle is to be parked by T- hangars or unit storage hangars, in such a manner as to block access to adjoining hangar spaces, or to cause inconvenience to other tenants or taxiing aircraft.
- p. Prohibition of Commercial Activities - T-hangars are for the private use of tenant for the storage of aircraft and shall not be used for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such sales are transacted for a profit unless specifically provided for in tenant's lease.
- q. Prohibition of Non-Aircraft Repairs - Tenants are prohibited from performing repairs on non-aircraft or automotive equipment of any kind except an authorized motorized towing vehicle from or at the premises.
- r. Use of Power Operated Equipment - All power operated equipment shall be shut off when not in actual use.

SECTION 6 MOTOR VEHICLES

6.1. General Traffic Regulations

- a. Authority. The City is authorized to and hereby adopts regulations relating to traffic and traffic control in the vicinity of the Airport and may post official traffic control devices pursuant hereto. These regulations include, but are not limited to, regulations for parking, standing, stopping, one-way traffic, through roadways, stop or yield intersections, speed restrictions, crosswalks, safety zones, bus stops, signal devices, roadway use limitations, and restricted areas.
- b. Vehicle Condition - No person shall operate upon the airport premises any motor vehicle which: (1) is constructed, equipped or loaded in an unsafe manner; (2) may endanger persons or property, or (3) has attached thereon any object or equipment (including a towed object) which drags, swings or projects so as to be hazardous to persons or property.
- c. Closing or Restricting Use of Airport Roadways - The Airport Director or their authorized representative is authorized to close or restrict the use of any or all airport roadways to vehicular traffic in the interest of public safety or security.
- d. Parking on Right-of-Ways Prohibited - Vehicles shall not park on any City-owned or maintained right-of-way adjacent to the Airport. Vehicles so parked are subject to citation and/or towing at the owner's expense.

6.2 License Requirements

Valid Driver's License. No person shall operate a vehicle or motorized equipment on the Airport without a valid driver's license issue by or recognized in Florida.

6.3. Speed Limits within Airport

Maximum Speeds. No person shall drive a vehicle on the Airport at a speed greater than the posted speed limit. Except for airfield operations area (pursuant to subsection 6.4(a)), in all other areas of the Airport where signs are not posted, the maximum speed limit shall be 10 miles per hour.

6.4. Vehicle Operations within Airfield Operations Areas

- a. Permission - No motor vehicle shall be permitted on the airfield operations area unless permission is granted by the Airport Director. Maximum speed limit for vehicles on the airfield operations area shall be 10 miles per hour.
- b. Parking - No motor vehicle shall be parked on any portion of the airfield operations area except those necessary for the servicing of aircraft and the maintenance of the Airport.
- c. Restricted Parking Areas - No person shall park a vehicle in any manner so as to block or obstruct: (1) airfield taxiways or taxilanes (2) fire hydrants and the approaches thereto; (3) gates or emergency exits; or (4) building entrances or exits.
- d. Right-of-Way of Aircraft - Aircraft taxiing on any runway, taxilane, and taxiway or apron area shall have the right-of-way over vehicular traffic.

6.5. Public Parking

- a. Compliance with Signs - Operators of motor vehicles using the public parking facilities at the Airport shall observe and comply with all regulatory and directional traffic signs entering and departing said facilities.

- b. Parking Duration - No vehicle shall remain in any public parking Facility on the Airport for more than thirty (30) consecutive days.
- c. Overnight parking of recreational vehicles, travel trailers, or other vehicles designed to accommodate camping activities is prohibited without prior written consent of the Airport Director.

6.6. Pilot Parking

Pilot Parking - The Airport Director will establish at least one area within the Airport where pilots may park their vehicles during flights.

SECTION 7 FEES AND CHARGES

7.1. Space Occupancy Charges

Occupancy and rental of all space, or the conduct of any business, commercial enterprise or other form of revenue producing activity on the Airport, shall not be permitted without a fully executed contract signed by the City.

7.2. Aircraft Parking Fees

- a. Aircraft parked on ramp areas assigned to any fixed base operator shall be charged at the rate determined by the fixed base operator.
- b. Aircraft parked on ramp areas other than those covered in subsection 7.2(a) shall be charged at a rate agreed upon, in advance, with the Airport Director. Absent such agreement, the Airport Director may impose such rate comparable with other airports of similar size and facilities.

SECTION 8 PENALTIES

8.1. Cease and Desist Orders

- a. The Airport Director may order any person to cease and desist any activities or conduct which is in violation of or in noncompliance with these Rules and Regulations, **Minimum Standards**, Standard Operating Procedures, and/or operating directives.
- b. The Airport Director may order any person(s) who knowingly fails to comply with a cease and desist order removed from or deny their access to the Airport. An order of removal from or denial of access to the Airport shall be issued by the Airport Director or their authorized representative and written orders may be hand delivered or sent by certified mail to the person's last known address.
- c. Any such order herein shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

8.2. Removal of Property

- a. Law enforcement may remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way or any other unauthorized area or structure at the Airport, any property which is disabled, abandoned or which creates an operations problem, nuisance, security or safety hazard or which otherwise is placed in an illegal, improper, or unauthorized manner. Any such property may be removed, or caused to be removed, by law enforcement to an official impound area or such other area designated by the Airport Director.
- b. Any property impounded by the City shall be released to the owner or operator thereof, upon proper

identification of the property, provided that the person claiming it pays any towing, removal, and/or storage charges and any other accrued fees. The Airport shall not be liable for any damage which may be caused to the property or loss or diminution of value which may be caused by the act of removal.

8.3. Remedies not Cumulative

Nothing in the preceding sections is intended to preclude any authorized City personnel from taking any action mentioned above, together with any other action authorized in law or equity, or otherwise provided in any contract, lease, license, or agreement. All remedies herein may be exercised individually or severally and the use or exercise of any one remedy or remedies is not intended to preclude the use or exercise of other remedies.

Attachment A

REFERENCES & RESOURCES

Federal

Code of Federal Regulations

Title 14 – Aeronautics and Space (also referred to as “Federal Aviation Regulations” or FARs)

Title 49 – Transportation

FAA Orders

Order 5190.6B – Airport Compliance Handbook

FAA Advisory Circulars

AC 90-66B - Non-Towered Airport Flight Operations

AC 105-2E - Sport Parachute Jumping

AC 150-5300.13A – Airport Design

FAA Guidance

Aeronautical Information Manual (AIM)

Chapters 1-10

Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

State of Florida

Florida Statutes as applicable including:

Chapter 163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Florida Department of Environmental Protection

Florida Department of Transportation

Florida Aviation System Plan

Florida (Aviation) Guidelines

Sarasota County

Code of Laws and Ordinances

City of Venice

Code of Ordinances

Venice Municipal Airport

General Provisions

Definitions for Use

Rules and Regulations for Venice Municipal Airport

Minimum Standards for Commercial Aeronautical Activities

Standard Operating Procedures for Skydiving Operations

Industry

USPA Skydiver's Information Manual



Minimum Standards
for
Commercial Aeronautical Activities

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FOR
COMMERCIAL AERONAUTICAL ACTIVITIES

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Section 1 General Information

1.1 Introduction

The City of Venice (City), as the owner, operator, and sponsor of the Venice Municipal Airport (Airport) is responsible for all aspects of the administration of the Airport as a public-use general aviation facility. In order to foster and encourage the economic growth and orderly development of aviation and related aeronautical activities at the Airport, the City has established certain requirements for providers of commercial aeronautical services (Operator) to ensure that safe and orderly aeronautical services and facilities are available to the users of the Airport.

These ***Minimum Standards for Commercial Aeronautical Activities*** (Minimum Standards) are the threshold entry requirements for any Operator desiring to offer one or more commercial aeronautical services or activities to the public using the Airport. These Minimum Standards are designed to promote fair competition at the Airport, taking into consideration the role of the Airport, facilities that currently exist, services currently being offered, and the future development planned for the Airport.

The uniform application of these Minimum Standards which contain the minimum levels of service and facilities that must be offered by each service provider is established to serve the public's interests and to discourage substandard entrepreneurs, thereby protecting both established and future commercial aeronautical activity as well as Airport patrons. The City holds no prohibition for exceeding the minimum requirements in terms of quality of facilities and services provided.

Various federal publications were utilized to provide guidance for the development of the Minimum Standards and compliance requirements for using and leasing facilities at the Airport. These included:

- a. FAA Federal AIP Grant Assurances
- b. FAA Order 5190.6, Airport Compliance Program
- c. FAA Order 5100.38A, Airport Improvement Program Handbook
- d. FAA Advisory Circular 150/5190-6, Exclusive Rights at Federally Obligated Airports
- e. FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities

These Minimum Standards are not intended to be all-inclusive. Operators of commercial aeronautical activities based on or otherwise using the Airport are subject to additional applicable federal, state and local laws, codes and ordinances, and other applicable regulatory measures, including the City's ***Rules and Regulations*** for the Airport pertaining to all such activities. These Minimum Standards are guidelines and subject to be amended and modified from time to time at the discretion of the City or as conditions warrant.

1.2 Definitions

All words, terms and phrases when used herein shall have the meanings as described in the City's ***Definitions for Use regarding Venice Municipal Airport***. Words which relate to aeronautical practices, processes, and equipment, not defined therein, shall be construed according to the definitions in Title 14 of the Code of Federal Regulations, Florida Statutes Chapter 332 or, if not defined therein, according to their general accepted usage in the aviation industry.

1.3 Purpose and Scope

It is the intent of the City of Venice to promote the availability of a broad variety of aviation-related services to the public. To support these services, the City provides a fair and reasonable opportunity for all qualified Operators to compete for the right to construct, lease, or sublease appropriate space without unjust discrimination at the Airport in order to conduct commercial aeronautical activities. These Minimum Standards are designed to:

- a. provide for the safe conduct of all commercial aeronautical activities at the Airport.
- b. provide a minimum level of services that is offered to the public in connection with conducting particular commercial aeronautical activities or services on the Airport.
- c. protect airport users from unlicensed, ill-equipped, or otherwise unsafe products and services.
- d. maintain and enhance the availability of adequate services for all airport users.
- e. ensure no Operator receives an unfair competitive advantage through less than uniform market value for the use of City property and facilities.
- f. promote the economic environment for all Airport businesses.
- g. promote the orderly improvement and development of the Airport.

These Minimum Standards may be included in whole, in part, or by reference as part of all leases, and other agreements between the City and any Operator desiring to engage in any commercial aeronautical activity at the Airport. The City's ***General Provisions*** for the Airport contains detailed information regarding leasing Airport property and other agreements.

Contingent upon meeting the established Minimum Standards with the City and the payment of the prescribed rentals, fees, and charges, commercial aeronautical operators shall have the right and privilege to engage in and conduct the activity or activities specified by written agreement with the City. All agreement provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are qualified by the word "minimum." Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City.

Commercial aeronautical activities may be proposed that do not fall within the categories designated herein. In such cases, appropriate Minimum Standards shall be developed on a case-by-case basis for the proposed activity and incorporated into the Operator's written agreement with the City and into these Minimum Standards by amendment.

The rates, fees, and charges applicable to Operators are established by the City to be sufficient to cover the Airport's operating and development costs and to make the Airport as financially self-sustaining as possible.

These Minimum Standards are not retroactive and do not alter any existing written agreement properly executed prior to the date of amended Minimum Standards. In any event, upon expiration of an existing lease, agreement, or permit with the City or if the Operator desires to materially increase or expand its activities, the Operator shall comply with the provisions of these Minimum Standards as amended. In the event of any conflict between the terms of these Minimum Standards and the provisions of any lease or agreement, the terms of the lease or agreement shall contain the controlling language.

These Minimum Standards may be supplemented and amended by the City from time to time and in such manner and to such extent as is deemed appropriate by the City. The Minimum Standards shall be reviewed and updated periodically or as needed.

The City reserves the right to lease an existing facility or any portion of an existing facility to a Specialized Aviation Service Operator (SASO) in order to enhance the availability of commercial aeronautical services at the Airport. A lease of this nature shall be at the City's sole discretion and shall be considered to meet any minimum facility requirements as defined in these Minimum Standards.

The City further reserves the right to designate from time to time specific areas on the Airport where commercial aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space at the proposed site to meet the minimum requirements established herein. Such determinations shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current Airport Layout Plan and the orderly, safe, and efficient operation and development of the Airport.

The City also reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of any commercial aeronautical operator, and without interference or hindrance. The Airport shall make every effort to minimize the disruption of normal airport usage during periods of repair or further airport development.

1.4 Exclusive Rights

In accordance with the assurances given by the City to the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) as a condition to receiving federal or state funds, the granting of rights or privileges to engage in commercial aeronautical activities shall not be construed in any manner as affording any person or entity any exclusive right, other than the exclusive use of the land and/or improvements which are specifically set forth in a written lease, permit, or agreement. The City reserves the right to exercise its exclusive proprietary rights to be the sole provider of any or all commercial aeronautical services at the Airport.

1.5 Waiver of Minimum Standards

No commercial aeronautical operator will be allowed to operate or provide services not in compliance with these Minimum Standards unless unusual circumstances exist which may give cause for consideration of a temporary waiver. The City may, at its sole discretion, waive or modify any portion of the Minimum Standards for any Operator when it is determined that such waiver is in the best interests of the public and will not result in unjust discrimination against other similar commercial aeronautical operators at the Airport. Any initial waiver shall not exceed 12 months. However any waiver may be reviewed annually and extended in sole discretion of City.

1.6 General Requirements for Commercial Aeronautical Operators

Notwithstanding the City's *Airport Rules and Regulations*, the following shall apply to all commercial aeronautical activity or service providers at the Airport:

- a. Unless otherwise provided by the City, all activities of the commercial aeronautical operator shall be conducted on an area or areas of sufficient size to accommodate all services that the Operator is approved to perform, allowing for future growth and additional services as contemplated by the City or the Operator at the time of application, but as limited by the space available on the Airport.
- b. The Operator shall conduct its business operations strictly within the areas assigned to it by the City, and its operations shall not in any way interfere with the operations of other commercial aeronautical entities, agencies, or other businesses operating on the Airport, the use of the Airport by the general public, or with any common use areas.
- c. The Operator shall provide their services or activities on a fair, equal, and not unjustly discriminatory basis to all Airport users. They shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services provided. Operators may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of discounts to volume purchasers or users of their service(s). Commercial aeronautical operators will ensure that any sub-lessee or subcontractor complies with the provisions of this paragraph.
- d. The Operator shall employ the necessary quantity of trained staff, on-duty management, and supervisors to provide for the efficient, safe, and orderly compliance with its Minimum Standards.
- e. The Operator's personnel shall meet all federal, state, and local training, and certification requirements applicable to their individual duties relevant to their authorized commercial aeronautical services.
- f. The Operator shall control the conduct and demeanor of its personnel, as well as to conduct its business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or offend any customers, tenants, or competitive operators.
- g. No right or privilege will be granted to any commercial aeronautical operator which would prevent any person operating aircraft at the Airport from performing any services on its own aircraft with its own direct (W-2) employees, including but not limited to maintenance and repair, that it may choose to perform.
- h. Airport access and security shall be maintained at all times in accordance with standards as may be established and required by the City.
- i. Any fine or penalty imposed on the City by the FAA or other governmental agency, resulting from Operator's use, operations, and occupancy of their leased premises, will be payable to the City by Operator.
- j. The Operator shall keep current information on specific personnel to serve as the designated point-of-contact(s). Contact information including but not limited to phone numbers, email, and texting for emergency purposes shall be provided to the Airport Director and updated on an annual basis.

- k. The Operator shall permit its personnel who drive motor vehicles on the Airport to do so only in accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations.
- l. The Operator shall keep and maintain its leased premises and all improvements in a neat and orderly condition at all times, and in good and substantial repair, condition, and appearance.
- m. The Operator shall commit no unlawful nuisance, waste, or injury on the leased premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or damage to property on the Airport.
- n. The Operator shall refrain from creating or allowing on its premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this provision, nor shall the reasonable operation of the commercial aeronautical operator's business constitute such violation, although some odors, gases, and vapors may result.
- o. The Operator shall refrain from doing anything which might interfere with the effectiveness or accessibility of the Airport's public utilities systems including but not limited to water and sewer systems, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in their leased premises.
- p. The Operator shall remove or dispose of debris and other waste material, whether solid or liquid, arising from the commercial aeronautical operator's activities. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable metal garbage or waste receptacles equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. Extreme care shall be used when removing all such waste. Any hazardous waste generation, storage, or disposal shall comply with all applicable federal, state, and local regulations.
- q. No fuels, oils, greases, detergents, or other insoluble substances shall be placed in the sewage or stormwater drainage systems or on the ground. Any FBO or SASO, at its sole cost and expense, shall comply with all requests made by the U.S. Environmental Protection Agency (EPA) or other competent governmental authority including, but not limited, to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of equipment and/or aircraft. The installation of any required equipment or structure shall conform to recommended specifications of the EPA or Florida Department of Environmental Protection (FDEP) as applicable.
- r. At no time shall the Operator conduct any aeronautical activity on leased property from a structure that would be considered temporary or mobile under Florida Building Codes and applicable City Ordinances.
- s. The Operator shall maintain all aprons, ramps, taxilanes, roadways, and parking lots that are constructed by the tenant or leased for their exclusive use.
- t. The Operator shall refrain from doing anything upon the Airport which will invalidate or conflict with any fire, property, or liability insurance policies covering the Airport.

- u. The Operator shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the National Fire Prevention Association (NFPA) requirements.
- v. The Venice Municipal Airport is surrounded by noise-sensitive residential areas. All users are advised to follow the Airport's established "***Fly Friendly***" noise abatement procedures. All Operators are considered an important communication network to pilots and public users of the Airport and shall provide their cooperation and assistance for promoting adherence with the City's ***Fly Friendly*** noise abatement procedures.

1.7 Sublessee or Subtenant Requirements

If an Operator as leaseholder desires to sublease space to another person or entity or contracts with another Operator to provide one or more specialized aviation services, the following conditions shall apply:

- a. The Operator must obtain written approval of the proposed sublease or subtenant agreement from the City before allowing sublessee or subtenant to occupy or conduct any form of business from the Operator's leasehold. The sublease or subtenant agreement shall define the specific type of business and service to be offered by sublessee or subtenant.
- b. The Operator must have the facilities and physical space necessary to support the aeronautical services of their sublessee(s) or subtenant(s). Such facilities and space shall be sufficient to accommodate the Operator's aeronautical service as well as those requirements for any sublessee or subtenant according to these Minimum Standards.
- c. The sublessee or subtenant must meet all of the Minimum Standards established by the City for the category or categories of services to be furnished. The Minimum Standards may be met in combination by the Operator and sublessee or subtenant. The sublease or subtenant agreement shall specifically define the facilities and services provided by Operator to the sublessee or subtenant that must be used to meet the Minimum Standards.
- d. The Sublessee or subtenant shall provide evidence of minimum insurance coverages as determined by the City for the categories of service to be offered as published in the City's ***General Provisions, Attachment C – Insurance Requirements***. The Operator shall be responsible for ensuring that the sublessee or subtenant holds the minimum required insurance coverages.
- e. The Operator shall be responsible for ensuring the sublessee or subtenant abides by the sublease or subtenant agreement, these Minimum Standards, and the City's ***Rules and Regulations*** for the Airport.

1.8 Insurance Requirements for Commercial Aeronautical Operators

Every Operator shall procure, maintain and continue in effect for the duration of its activities upon the Airport at the Operator's sole expense, insurance of the type and at least such minimum amounts that are determined by the City. Such insurances shall be placed with the company or companies authorized to do business in the State of Florida and shall be satisfactory to the City.

All required insurances shall include the City of Venice, its elected officials, officers, agents and employees as additional insured and shall not be subject to cancellation or alteration until such written notice has been provided to the City. The City may vary the type and minimum of insurance coverage required based on the precise nature of the aeronautical activities to be conducted.

Failure to secure and maintain the required insurance and any specific insurance required by the City shall be deemed a violation of the Minimum Standards. All persons using any part of the Airport shall be held liable for any property damage caused by carelessness and negligence on or over the Airport.

Insurance requirements are detailed in the City's ***General Provisions, Attachment C – Insurance Requirements*** of its Policy Guiding Documents for the Airport and provide minimum guidelines for coverage.

1.9 Construction and Site Development Standards:

Any proposed construction or modification to facilities developed by the Operator requires the approval of the City and shall be subject to the appropriate federal, state and local regulations, standards, and codes. All improvements constructed on the premises by the Operator shall become part of the property that belongs to the City upon expiration, termination, or cancellation of the lease agreement between the Operator and the City.

The Operator will be responsible for extending any public facilities such as taxilanes, roadways, and/or utility services to the site at the Operator's sole expense, unless otherwise negotiated by the City. All such services and improvements shall be constructed in full compliance with the City, state, and FAA standards as well as associated applicable codes. Ownership of such improvements shall revert to the City immediately after completion of construction.

1.10 No Obligation to Provide Facilities Necessary to Meet Minimum Standards

These Minimum Standards in no way obligate the City to pay for, finance, construct, improve, or otherwise provide the facilities necessary for Operator to comply with such standards. Unless the Operator's lease or agreement specifically states that the City will pay for or provide such improvements, it shall be the Operator's responsibility to finance, construct, improve, or otherwise provide the facilities needed to comply with the applicable Minimum Standards.

Section 2

Application and Leasing Requirements for Commercial Aeronautical Operators

2.1 General

Any prospective commercial aeronautical operator should become familiar with the necessary documents needed to complete the process to become a FBO or SASO at the Airport. The City has published Policy Guiding Documents that include:

- General Provisions
- Definitions for Use regarding Venice Municipal Airport
- Airport Rules and Regulations
- Minimum Standards for Commercial Aeronautical Activities (this document)

2.2 Application

Any person desiring to conduct a commercial aeronautical activity on the Airport must complete a written application for an airport property lease or an airport special use permit detailing what aeronautical service or services are to be provided. The City's **General Provisions, Attachments A and B** include detail about the application process and information required for submitting an application. No commercial aeronautical activity may be initiated until the application has been submitted, reviewed, and approved. The application process assists the City's determination that a prospective commercial aeronautical operator is technically and financially able to perform the services proposed.

A prospective Operator shall demonstrate their business capability and experience to successfully provide the proposed commercial aeronautical activity as necessary to meet the City's approval. The information presented shall include financial documentation that demonstrates the Operator's financial capability to initiate and sustain operations and/or to construct improvements that may be required to support the proposed operation. The City shall be the final judge as to the qualifications and financial ability of the Operator.

2.3 Business Plan

A business plan is required of all prospective Operators desiring to operate on Airport property. (See the City's **General Provisions, Attachment B - Business Plan Information**). The City may also request additional information from prospective commercial aeronautical service providers as may reasonably be required to evaluate their proposal. Additionally any proposer seeking to conduct commercial aeronautical activity at the Airport shall demonstrate that they have adequate experience and resources to realize their business objectives agreed to in advance by the City and the Operator.

2.4 Lease

Prior to starting any operation, an Operator must enter into a lease agreement with the City of Venice for the property it intends to use to operate. The lease shall indicate the terms and conditions under which the activity will be operated on the Airport. Granting of such rights or privileges, however, shall not be construed in any manner as affording the Operator an exclusive or continuing right to use the premises or facilities of the Airport other than premises which may be leased exclusively to the Operator.

At the sole discretion of the City, the lease shall be considered for meeting the minimum facility requirements as defined as part of these standards. The City further reserves the right to designate from time-to-time the specific areas where commercial aeronautical services may be conducted and to determine whether or not there is sufficient appropriate or adequate space at the proposed site to meet the minimum requirements established.

2.5 Permits

A commercial aeronautical operator not leasing or subleasing property on the Airport shall be considered an independent aeronautical service provider (IASP). Such Operators are required to provide appropriate documentation as part of the application process for their proposed operation to secure an airport special use permit. Operating permits are for certain activities valid for one year and renewals must be approved for each subsequent year by providing applicable operational certificates, evidence of insurance, and payment of all applicable fees. Independent aeronautical service providers shall meet and maintain compliance with the specific conditions associated with their permitted activity.

The City retains the right to restrict or deny access to the Airport if airport safety or efficiency will be threatened by any proposed IASP. Further, the City reserves the right to prohibit use or continued use of the Airport by an IASP should a lease-holding commercial service operator propose to offer the same or similar services on the Airport.

Section 3 Fixed Base Operator (FBO)

3.1 General

A Fixed Base Operator (FBO) is a commercial aeronautical operator that provides multiple aeronautical services including aircraft fueling, storage, maintenance, and repair. The basic FBO level of services shall include:

- Aircraft Handling & Line Service
- Aircraft Fueling & Oil Services
- Aircraft Crew and Passenger Customer Services
- Aircraft Maintenance and Repair

Other Operator services are encouraged but not required and include (but not limited to):

- Aircraft Bulk Hangar Storage
- Flight Training
- Aircraft Rental/Lease
- Aircraft Sales

An FBO generally serves as a portal for pilots and passengers between the aircraft and ground transportation. Since the FBO directly represents the City by its facility and services to the general user public, a higher standard than other commercial aeronautical operators (SASOs) is applied.

3.2 Minimum Standards

a. General Operation – The FBO shall:

- 1) have the premises open and services available every day of the year, except Christmas Day, from 8:00 am to 5:00 pm.
- 2) be staffed with a sufficient number of properly trained, certified, or otherwise qualified personnel to provide FBO services during normal business hours.
- 3) be available to provide services outside of normal business hours, if requested in advance, or in response to unscheduled required services.
- 4) be able to assist in the removal of disabled aircraft from the airfield system in a timely manner.

b. Aircraft Handling & Line Services: The FBO shall:

- 1) provide ramp assistance including the parking, tie-down, ground handling, and temporary storage of aircraft for aircraft based at or normally transiting the Airport.

- 2) provide adequate loading/unloading and towing equipment to safely and efficiently move aircraft to include aircraft tug(s) that can accommodate aircraft operating at the Airport.
 - 3) provide proper equipment as may be required to service and support aircraft normally operating at the Airport such as inflating aircraft tires, changing engine oil, washing aircraft windscreens, recharging aircraft batteries, starting engines, and performing minor repairs. Ground power starting capability shall be provided by the Operator.
 - 4) keep the ramp well maintained, clean, and free of foreign object debris (FOD).
- c. Aircraft Fueling and Oil Services – The FBO shall:
- 1) provide full-service retail fuel services including Jet A and Avgas.
 - 2) demonstrate satisfactory arrangements to purchase fuel, oil, and aviation lubricants in such quantities as is necessary to meet expected demand.
 - 3) provide properly trained personnel in the safe and proper handling, dispensing, and storage of aircraft fuel using equipment provided by the FBO.
 - 4) operate a fixed fuel storage facility which shall contain safety fixtures and filtration systems to ensure aircraft fuel quality in accordance with all Environment Protection Agency (EPA) regulations including proper fuel spill prevention features and containment capabilities. In addition, shall provide an approved fuel Spill Prevention Countermeasure and Control (SPCC) Plan to the Airport Director or be properly coordinated into the Airport's SPCC Plan.
 - 5) In addition to into-plane delivery, may provide or otherwise operate a self-fueling facility for public use. If providing a self-service fueling facility, the equipment must be in compliance with applicable state and local regulations and standards, and comply with fueling equipment requirements listed in this section.
 - 6) comply with all applicable local, state, and federal environmental statutes and regulations regarding storage tanks, disposal of waste oil and other potentially hazardous substances, and for the refueling of all aircraft and vehicles.
 - 7) ensure all equipment used for the storage, handling, and/or dispensing of petroleum products meets all applicable federal, state, and local safety and fire codes, regulations and standards, NFPA requirements for aircraft fueling operations, and the appropriate FAA publications.
 - 8) ensure all dispensing equipment be equipped with reliable metering devices subject to an independent inspection of the Motor Fuels Section of the Florida Department of Transportation and must be capable of servicing, in an efficient and safe manner, all types of aircraft. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. A copy of each such inspection must be provided to the Airport Director.
 - 9) ensure all fueling services and systems shall be subject to routine inspection for fire and other hazards by the City, the FAA, and the appropriate state and local fire agencies.
 - 10) ensure the quality control of the fuel.
 - 11) keep complete dated records regarding all maintenance activities conducted on fueling equipment and mobile refueling vehicles.

- 12) maintain current fuel reports on file and available for auditing at any time by the City, the FDOT, or the FAA or other applicable agencies.
- d. Aircraft Crew and Passenger Customer Services – The FBO shall:
 - 1) provide a flight planning area with appropriate communication facilities for complete flight planning including weather communication links separate from other public areas.
 - 2) provide appropriate concierge services and/or referral services as may be required to pilots and users and maintain local ground transportation contacts.
 - 3) have available basic pilot supplies.
 - e. Aircraft Maintenance and Repair – The FBO shall provide aircraft airframe, engine, propeller, avionics, and/or accessory installation, repair, maintenance, and overhaul services in addition to the sale of aircraft parts, avionics, and accessories.
 - f. Property, Facilities & Equipment – The FBO shall:
 - 1) lease from the City of Venice, an area not less than 217,800 square feet of land to provide space for a lobby/office building, parking and tiedowns for customer aircraft, fuel storage facilities, customer parking, and areas for utility and support facilities.
 - 2) lease or construct a building having a minimum of 2,100 square feet with floor space to provide for offices, a public lobby, customer service area, pilot lounge, and restrooms.
 - 3) lease or construct an aircraft parking apron on leased premises and shall provide paved access from the parking apron to the airfield. Such access shall meet all applicable FAA, FDOT and City standards for the largest aircraft type anticipated to use the Operator's facility. The Operator shall provide paved access to the street and provide adequate automobile parking spaces within the leased area to satisfy the needs of the customers and employees, and general public.
 - 4) install and maintain at least one (1) 10,000 gallon fuel storage tank for each grade of aviation fuel to be offered for sale to the public. The Operator shall provide metered, filtered equipment dispensers, fixed and/or mobile, for dispensing each required grade of fuel. The Operator may offer AvGas sales only however, if the Operator elects to provide Jet A sales, then the Operator shall be required to provide both Jet A and AvGas for sale.
 - 5) lease or construct a building having a minimum of 10,000 square feet for hangar space for the maintenance and storage of customer aircraft, shops, offices, parts and tools storage, and restrooms.

Section 4

Specialized Aeronautical Service Operator (SASO)

4.1 General

A Specialized Aviation Service Operator (SASO) is an Operator that provides a single or limited number of commercial aeronautical services and activities. A SASO may sublet from another commercial aeronautical service provider with approval of the City. A SASO may not sell fuel.

Nothing contained herein shall convey or imply an exclusive right of operation by any such commercial aeronautical entity. The City reserves the right to consider any and all other services and activities not otherwise described herein as a SASO.

4.2 SASO - Flight Instruction and Aircraft Rental

- a. General Operations: Engages in instructing pilots and flight training of aircraft provides such related ground school instruction as required by FAA for categories of pilot licensing and ratings. Operator may also rent aircraft for use by students and other pilots.
- b. Performance Standards: The Operator shall:
 - 1) employ or have available a sufficient number of properly rated instructor/pilots certified by FAA to provide the type of training desired.
 - 2) shall make provisions for someone to be in attendance in the office at all times during the posted business hours. An Operator who does not post regular business hours shall provide an adequate means of contacting the Operator to arrange for an appointment and must contact the potential customer not more than 24 hours after the initial service inquiry.
- c. Property, Facilities & Equipment – The Operator shall:
 - 1) lease an area not less than 21,780 square feet of land to provide space for building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
 - 2) lease or construct a building having a minimum of 2,000 square feet with floor space to provide for a public lobby, classrooms, flight briefing areas, pilot lounge, and restrooms.
 - 3) have available aircraft of not less than two (2) properly certified and equipped aircraft either owned or leased to the Operator for use in primary and/or advanced flight training.

4.3 SASO – Aircraft Charter

- a. General Operations: Operator shall be engaged in the business of providing air transportation to the general public for hire on demand, or on a scheduled basis under the requirement of 14 CFR Part 135.
- b. Performance Standards: The Operator shall:
 - 1) employ and have on duty during the operating hours trained personnel in such numbers as may be required to meet the standards in a safe and efficient manner, depending upon the type of aircraft used, that have valid FAA commercial pilot certification with the appropriate ratings to permit flight activity offered by the Operator.
 - 2) make provisions for someone to be in attendance in the office at all times during the posted business hours. Operators who do not post regular business hours shall provide an adequate means of contacting the Operator to arrange for an appointment and must contact the potential customer not more than 24 hours after the initial service inquiry.
- c. Property, Facilities & Equipment – The Operator shall:

- 1) lease an area not less than 21,780 square feet of land to provide space for building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
 - 2) lease or construct a building having a minimum of 1,000 square feet with floor space to provide for a public lobby, customer service area, pilot lounge, and restrooms.
 - 3) have available aircraft for use either owned or leased to the Operator of at least one (1) certificated and airworthy aircraft equipped to support the services provided.
- d. Special Provisions: The Operator shall provide to the City a copy of its current FAA 14 CFR Part 135 certificate or other evidence to show documentation that the Operator is in compliance with FAA regulations and authorized to perform the services offered.

4.4 SASO - Aircraft Maintenance and Repair

- a. General Operations: An Operator in this category is authorized to operate a service to provide aircraft airframe, engine, propeller, avionics, and/or accessory installation, repair, maintenance, and overhaul. The Operator may also provide non-exclusive sale of aircraft parts, avionics, and accessories.
- b. Performance Standards: The Operator shall:
 - 1) employ and have on duty during the appropriate business hours, trained personnel in such a manner that are required to meet these standards in a safe and efficient manner but never less than one (1) person currently certified by FAA with the ratings appropriate for the work to be performed.
 - 2) make provisions for someone to be in attendance in the office at all times during the posted business hours. Operators who do not post regular business hours shall provide an adequate means of contacting the Operator to arrange for an appointment and must contact the potential customer not more than 24 hours after the initial service inquiry.
- c. Property, Facilities & Equipment – The Operator shall:
 - 1) lease an area not less than 32,670 square feet of land to provide space for building, automobile parking, storage and parking of aircraft and area for utility and support facilities.
 - 2) lease or construct a building having a minimum of 10,000 square feet for hangar space for the maintenance and storage of customer aircraft, shops, offices, a public lobby, parts and tools storage, and restrooms.
- d. Special Provisions: The Operator may also provide emergency aircraft recovery services and equipment necessary to properly remove a disabled general aviation aircraft of the largest type normally utilizing the Airport.

4.5 SASO - Commercial Skydiving

- a. General Operation: This Operator engages in the transportation of persons for the expressed purpose of tandem skydiving. No instruction, training, or sport skydiving activities are authorized at the Airport.
- b. Performance Standards: The Operator shall:

- 1) meet the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), 14 CFR Part 105 "Parachute Operations," FAA Advisory Circular 105-2E, "Sport Parachuting" or successor versions, and all other related FAA publications.
 - 2) have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to operate in a safe and efficient manner. The Operator shall have no less than one FAA certified and qualified pilot properly rated for the aircraft to be used for the type of operation to be performed. The Operator shall also have no less than one USPA qualified skydiver authorized to conduct tandem skydiving operations.
 - 3) hours of operation will be at the discretion of the Operator but operations shall only be conducted between sunrise and sunset.
- c. Property, Facilities & Equipment – The Operator shall:
- 1) lease an area not less than 21,780 square feet of land to provide space for a building, automobile parking, storage and parking of aircraft, and area for utility and support facilities.
 - 2) lease or construct a building having a minimum of 1,900 square feet with floor space to provide for parachute packing and rigging, training areas, lobby, and restrooms.
 - 3) provide at least one aircraft properly certificated, airworthy, and equipped for skydiving operations.
 - 4) provide a ground transportation vehicle capable of transporting skydivers from the drop zone to the Operator's facility.
- d. Special Provisions: The Operator shall:
- 1) enter into a separate ***Commercial Skydiving Access Agreement*** with the City which details specific conditions under which skydiving operations at the Airport will be authorized.
 - 2) agree to abide by established ***Skydiving Standard Operating Procedures (SOP)*** for conducting commercial skydiving operations at the Airport.

Section 5 Independent Aeronautical Service Provider (IASP)

5.1 General

An independent aeronautical service provider (IASP) provides a commercial aeronautical service including, but not limited to the following:

- a. Aircraft upholstery, detailing, or accessory installation not requiring a logbook entry
- b. Nonstop sightseeing flights
- c. Self-service fuel provider (AvGas only)
- d. Agricultural aerial applications operating under 14 CFR Part 137
- e. Wildlife tracking, fish spotting, etc.
- f. Banner towing and aerial advertising
- g. Aerial photography, mapping, or survey (including the use of UAVs)
- h. Aerial firefighting
- i. Power line or pipeline patrol

- j. Aerial ambulance
- k. Any other commercial aeronautical operations specifically excluded from 14 CFR Part 135

The Operator may provide a variety of these aeronautical activities but the services are not meant to be all inclusive or all restrictive.

5.2. Performance Standards

The IASP shall:

- a. be authorized by the FAA and other agencies to conduct the type of services and activities offered under this category.
- b. provide the aircraft and/or equipment necessary to conduct the type of services and activities offered under this category.
- c. employ personnel properly certified by FAA, to support the type of services and activities which will be offered under this category.
- d. shall hold a valid Special Use Permit from the City.

Section 6 Flying Clubs

6.1 General

The purpose of Flying Clubs are to foster and promote flying for pleasure and to develop skills in aeronautics. Flying clubs are permitted at the Airport but are subject to these Minimum Standards, the City's **Rules and Regulations** for the Airport, and all other applicable federal, state, and local regulations as may be set forth in an operating agreement.

6.2 Special Status

A Flying Club qualifies as an individual under the FAA grant assurances. As such, a Flying Club has the right to fuel and maintain the aircraft of its members. All Flying Clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular commercial aeronautical operator requirements upon satisfactory fulfillment of the following:

6.3 Performance Standards

The Flying Club shall:

- a. be a non-profit or not-for-profit entity (corporation, association, or partnership) organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. The lease or ownership of the aircraft(s) must be vested in the name of the Flying Club, or owned on a pro-rata basis by all of its members. The property rights of the members of the Flying Club shall be equal and no part of the net earnings of the Flying Club will inure to the benefit of any member in any form, such as salaries, bonuses, etc. The Flying 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, facilities, and overhead, if any.

- b. not offer or conduct charter and/or air taxi services, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members owning the aircraft, and only members of the Flying Club may operate the aircraft. Instruction may be given by a certified flight instructor who is a member of the Flying Club or a SASO or FBO based on the Airport authorized to provide flight training. Any properly licensed airframe and/or powerplant mechanic who is a regular member of the Flying Club, or a SASO or a FBO based on the Airport authorized to provide maintenance, is permitted to perform maintenance on aircraft owned by the Flying Club.
- c. be prohibited from leasing or selling any goods or services whatsoever to any person or firm other than to a member of such Flying Club, except that a Flying Club may sell or exchange its capital equipment for replacement.
- d. furnish the Airport Director with a copy of its charter and by-laws, articles of incorporation, association, partnership agreement, or other documentation supporting its organization and operation as a Flying Club. This includes but is not limited to:
 - e. evidence of the club's status as a nonprofit organization
 - f. roster or list of current members, including names of officers and directors
 - g. evidence that ownership of the club's aircraft are vested in the club
 - h. number and type of aircraft including evidence that all aircraft are properly certificated and airworthy
 - i. the operating rules of the club
 - j. evidence of insurance in the amounts determined by the City
- k. The books and records of the club shall be available for review at any reasonable time by the City.

6.4 Property, Facilities & Equipment

The Flying Club shall:

- a. lease from the City, an area sufficient to provide space for building, automobile parking, storage and parking of aircraft, and area for utility and support facilities.
- b. lease or construct a building with sufficient floor space to provide for aircraft storage, displays, members' area, and restrooms.
- c. have available to the members, at least one aircraft properly certificated, airworthy, and equipped with respect to the charter of the Flying Club.