

**Minimum Standards for Commercial  
Aeronautical Services-  
Lake Wales Municipal Airport**

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## **INTRODUCTION**

The City of Lake Wales, as owner, operator, and sponsor of Lake Wales Municipal Airport (LWMA), being responsible for all aspects of the administration of the public, general aviation facility, and in order to foster and encourage the economic growth and orderly development of aviation and related aeronautical activities at LWMA has established certain requirements to ensure that adequate commercial aeronautical services and facilities are provided to the users of LWMA.

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

These Minimum Standards are not intended to be all-inclusive, as the operator of an aeronautical venture who is based on or uses LWMA will be subject to additional applicable federal, state and local laws, codes and ordinances and other applicable regulatory measures, including the Airport Rules and Regulations pertaining to all such activities.

The adoption of these Minimum Standards is recommended by the FAA to comply with federal law and regulations that prohibit the granting of exclusive rights to use an Airport that has received federal Airport Improvement Program (AIP) funding. The City of Lake Wales will comply with various federal documents, including, but not limited to:

- FAA Federal Grant Assurances
- FAA Order 5190, Airport Compliance Requirements
- FAA AC Order 5100, Airport Improvement Program Handbook
- FAA AC 150-5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities
- Florida State Statutes 330-333

## **PURPOSE**

The purpose of these General Aviation Minimum Standards is to encourage and promote the following:

- The provision of high quality General Aviation products, services, and facilities.
- The development of high quality General Aviation Improvements
- Promote safety and security
- Promote the economic health of existing Fixed Base Operators (FBOs) and Specialized Aviation Service Operators (SASOs)
- Promote the orderly development of land and improvements for General Aviation purposes at Lake Wales Municipal Airport.

Aeronautical activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such activities and incorporated into the Minimum Standards.

The purpose of Minimum Standards is to establish a minimum acceptable level of service and by no means implies a right to provide services.

These Minimum Standards are established to assist LWMA in its consideration of those desiring to operate on the airport. LWMA reserves the right to authorize deviations from these standards so that the public may be adequately served. Such deviations may be either by way of waiving or modifying certain standards set forth herein or by requiring additions to the standards. Such deviations will be outlined in individual agreements between LWMA and said party.

## **GENERAL PROVISIONS**

The following General Provisions shall govern the conduct of all persons at the Lake Wales Municipal Airport, unless specifically provided by Federal or State regulations or unless exceptions not in conflict with Federal or State regulations have been authorized by the City of Lake Wales Board of Commissioners (LWBOC). No person may operate any aircraft to or from the airport or use airport facilities unless in conformity with the provisions of the City ordinances, laws of the State of Florida, Federal laws, and rules and regulations applicable to such operations. The rules promulgated hereunder also apply to all persons in attendance, visiting or observing activities at the Lake Wales Municipal Airport, whether or not such persons are involved in any aeronautical activities. Any person or entity desiring to conduct any form of aeronautical activity for a fee at the airport must have applied for and received an approved license or agreement to do so from the LWBOC and meet at least the Minimum Standards for Commercial Aeronautical Activity as defined in this document.

## **ADMINISTRATION AUTHORITY**

The LWMA shall at all times be under control of the City of Lake Wales who shall designate an Airport Manager to supervise the operation of the airport. The Airport Manager shall see that the Rules and Regulations promulgated by the LWMA and the LWBOC are observed and followed by any persons engaged in aeronautical activity at the airport or by any other persons on airport premises.

The airport shall be conducted as a public air facility for the promotion and accommodation of civil aviation and associated activities.

The privilege of using the airport and its facilities shall be conditioned on the assumption by the user thereof of full responsibility and risk for such use, and the user thereof releases and agrees to hold the City of Lake Wales (COLW) and its officers and employees harmless and indemnify them from any injury, loss, claim or damage to any persons or property while on or about the premises. The City of Lake Wales and LWBOC does not insure the property of airport tenants or their guests. The owners and operators of all aircraft based on or operating from the airport shall comply with all of the applicable provisions of the Rules and Regulations. The LWBOC reserves the right to deny use of the airport to any person who it determines is endangering the public's safety, health or welfare.

## **AUTHORITY TO EJECT**

The Airport Manager has the right to eject and remove any vehicle, aircraft operator or any person guilty of violation of any of these rules from airport property. Such persons have the right to appeal their ejection to the LWBOC and the COLW.

## **DAMAGE, INJURIOUS ACTIVITIES AND ABANDONMENT**

No person shall destroy, injure, deface or disturb in any way any building, sign, equipment, marker or other structure, trees, shrubs, flowers, lawn or seeded area on the airport, except as authorized by the Airport Manager.

No person shall conduct on or at the airport, activities that are injurious, detrimental or damaging to the airport property, or to business of the airport or to persons.

No person shall abandon any personal property at the airport.

## **ADVERTISING SIGNS AND SOLICITATION**

No signs or other advertising shall be placed or constructed upon the airport premises, airport entrance roads or on any building, structure or improvement thereon, without prior written approval from the Airport Manager or LWBOC. All signs or advertising media shall be kept in good repair and neat in appearance.

No person shall solicit fares or funds for any purpose on the airport without permission.

## **DAMAGE TO AIRPORT PROPERTY**

Any person causing, or liable for, any damage to airport property, shall pay the City of Lake Wales on demand the full cost of repairs to the damaged property. Any person failing to comply with these rules may be refused the use of the airport.

## **EXPLOSIVES PROHIBITED**

No person shall carry any unauthorized explosives on the airport. The possession of firearms on the airport will be governed by the laws of the State of Florida.

## **PETS AND ANIMALS**

All pets and animals must be restrained and under the care and custody of their owner. All owners are responsible and liable for any damage caused by the pet.

## **PROPERTY REGULATIONS**

The City assumes no responsibility or liability for loss, injury or damage to persons or property on the airport or using airport facilities, including but not limited to fire, vandalism, wind, tornado, blizzard, flood, earthquake, or collision damage, nor does it assume any liability by reason of injury to person or property while using the facilities of same.

## **OPERATIONS ON MOVEMENT AND SAFETY AREAS**

All persons operating on or near airport movement and safety areas shall abide by the following:

- All vehicles operating on movement and safety areas shall ensure appropriate flags or lighting, such as high beams, flashers, beacons, and strobes be visible at all times.
- Any persons operating on movement and safety areas must be in possession of a two-way radio to monitor all aircraft activity in the vicinity. This radio must also be used by the operator when crossing any active runway on the airfield.
- No persons shall conduct any non-aeronautical activity on any movement or safety area. This includes the use of all skateboards, bicycles, rollerblades, scooters, and all other unauthorized vehicles, unless approved by the Airport Manager or the COLW. All persons on movement areas, must be inside an authorized vehicle equipped with lights or flags.
- All foreign objects must be kept clear of movement and safety areas. This includes, but is not limited to, vehicles, parachutes, equipment, and flags, unless authorized with beacon and radio.

## **SPECIAL EVENTS**

Any person or organization wishing to sponsor a special event on Lake Wales Municipal Airport property shall obtain prior written approval from the City of Lake Wales and the Airport Manager.

During a special event the airport may be closed on a temporary basis and airport use restrictions may be imposed. The Airport Manager and COLW shall have final authority in any such determination.

The COLW requires the use of safeguards to protect the airport, aircraft using the airport, and the general public during any special event. These requirements may include, but are not limited to the following:

- Damage bonds
- Additional insurance policies
- Sufficient authorized security and safety personnel
- Required authorization waivers as issued by the Federal Aviation Administration
- Special event forms from the COLW
- Traffic and parking control
- Clean up and debris removal

The COLW will not close the airport for any activity that is not an aeronautical activity.

The COLW and the Airport Manager reserve the right to establish and charge reasonable fees for the use of the airport for special events.

### **UNSAFE OR UNFAVORABLE CONDITIONS**

If the Airport Manager believes the conditions at the airport, or any portion thereof, are unfavorable for safe aircraft operations, he/she may close the airport, or portions thereof, using applicable Federal Aviation Administration procedures, as appropriate.

### **UNAUTHORIZED PARKING OF AIRCRAFT OR VEHICLES**

Any aircraft or vehicle which has been parked in any unauthorized space may be removed or caused to be removed by the Airport Manager, at the owner's expense.

### **ACCESS TO AIRFIELD**

Any person who requires access to any part of the airfield, must be granted access by the airport manager. All t-hangar and corporate hangar tenants are allowed two (2) access badges to enter the north automatic gate. If any other badges are needed by tenants, this must be approved by the airport manager. If requested, employees of any company on the airfield may have one (1) access badge to enter the gate closest to their building. Access to the manual, south gate may be obtained for the purchase of fuel and other aeronautical activity by obtaining a personal combination from the airport manager. All persons who enter the airfield must remain clear of all movement areas, unless previously authorized by the airport manager. All access to the airfield is subject to approval by the airport manager and can be denied or withdrawn at any time.

## **LEASE REQUIREMENTS AND REVIEW PROCESS**

### **LEASING OF FACILITIES AT LAKE WALES MUNICIPAL AIRPORT**

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

### **LEASE PROPOSAL REQUIREMENTS**

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

1. A description of the proposed commercial activity and detailed business plan.
2. The names, mailing and emailing addresses, and phone numbers of all parties owning an interest in the business and those that will be directly responsible for the day-to-day management of the business.
3. The amount of land the Lessee desires to lease.
4. The facilities to be constructed or leased. This must include design plans, such as hangar locations, set back, distance apart, utilities, etc.
5. The services to be offered, hours of proposed operation, number of persons to be employed, and the number of aircraft to be based at the airport.
6. Certificate of Insurance or other satisfactory evidence indicating the capability to obtain coverage as required.
7. Evidence of financial capability (including a current financial statement) to perform and provide the services and facilities proposed.
8. Historical evidence of satisfactory performance of previous similar commercial activity at other locations, including dates and location, if any exist. Record of any insolvency or bankruptcy proceeding in the past 10 years of business relationships.

9. Aeronautical qualifications including years of experience in proposed operation, past experience in other related activities, and four professional references.
10. Other information that the City may require and specifically request.

### **CITY APPLICATION REVIEW AND ACTION**

Following receipt of an application for lease of airport facilities, the City of Lake Wales shall evaluate the application(s) on the basis of the items specified in "Lease Proposal Requirements".

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

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

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

#### **REQUIREMENTS FOR ALL LEASES**

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

1. Lessee shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the Airport. Lessee shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
2. Lessee shall select and appoint a full-time manager of its operations at the Airport. The manager shall be qualified and experienced and vested with full power and authority to act in the name of Lessee with respect to the method, manner and conduct of the operation of the services to be provided by Agreement. The manager shall be available at the Airport during regular business hours. During the manager's absence a duly authorized subordinate shall be in charge and available during business hours. After hours, an authorized subordinate will be available within a reasonable response time after a phone call.
3. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by agreement.

4. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.
5. Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at its sole expense and cost, contest any tax, fee or assessment.
6. Lessee shall comply with all Federal, State and City laws and standards, the Airport Master Plan, and airport rules, regulations and minimum operating standards which may apply to the conduct of business contemplated, and post in a prominent place all necessary or required licenses or permits.
7. It is expressly understood and agreed that, in providing required services pursuant to the Agreement, Lessee shall have the right to choose, at its sole discretion, its vendors and suppliers.
8. During the term of the Agreement, Lessee shall have the right, at its expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of size, shape and design, and at a location or locations approved by Lessor and in conformation with the City Sign Ordinance and any overall directional graphics or sign program established by Lessor. However, no sign shall violate FAR Part 77 specified surfaces or degrade the level of illumination of airfield navigational and guidance systems, or impact pilot night vision operations, as determined by the FAA and/or the Airport Manager. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of the Agreement, said sign(s) shall remain the property of the Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the premises at the expiration of the term of the Agreement.
9. It is not the intent of any City Agreement to grant Lessee the exclusive right to any or all of the service described herein at any time during the term of the Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:
  - a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport;
11. The Lessee shall satisfy the City as to the Lessee's technical and financial ability to perform the services of proposed operation before and during the term of the lease of Airport property. In the event of insolvency, voluntary or involuntary bankruptcy, or an arrangement for creditors, the City shall have the option to terminate such lease.

12. Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
13. It is clearly understood by the Lessee and the Lessor that no rights or privileges have been granted which would prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
14. Lessor reserves the right to further develop or improve the Airport Operations Area of the Airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.
15. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the Airport Operations Area of the Airport and all publicly owned facilities of the Airport in regard to Airport obligations through grant assurances, together with the right to direct and control all activities of Lessee in this regard.
16. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
17. Any executed lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States Government, and/or State of Florida, relative the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
18. Each Lessee shall furnish satisfactory evidence of at least the following Insurance coverage and conditions:
  - a. Single Limit Airport Premises Liability of \$1,000,000.00 for Bodily Injury and Property Damage.
  - b. Where applicable, Hangar keeper's liability, and Aircraft Liability in an appropriate amount.
  - c. Workmen's Compensation Insurance as required by the State of Florida.
19. Insurance policies shall also name the City as a named insured and shall contain a clause which shall provide that in the event Lessee's insurance

- coverage, or any part thereof, should be cancelled or materially changed, the City shall receive at least fifteen (15) days prior written notice of such change.
20. All Lessee personnel shall hold all required Federal Aviation Administration (FAA) certificates and ratings, and shall maintain such certificates and ratings.
  21. No construction of any kind shall be done at Lake Wales Municipal Airport without the prior approval of the State of Florida and the Federal Aviation Administration or its successor governmental agency and the City and no such approval shall be granted unless such construction and design is consistent with the master plan for the development of said Airport.
  22. An FBO or Airport Tenant shall not assign his lease, nor sublet any portion of his lease, without the express written approval of the COLW. In the event of an approved assignment, the assignee shall submit the items specified under lease proposal requirements and be subject to the lease proposal evaluation process.
  23. An FBO or Airport Tenant shall not engage in any business or activity on LWMA other than those authorized under his particular category or categories.
  24. The provisions of these terms shall in no way negate or cause to be null or void existing leases. However, no new leases will be executed, nor will amendments to, or assignment of, existing leases be executed unless the lease is in compliance with the standards and requirements contained herein.
  25. All improvements are owned by the Lessee and become property of the City at the conclusion of the lease term unless otherwise negotiated or removed.
  26. A one (1) use building can use 25% of their building for aeronautical retail sales with reasonable cause and approval by the COLW.
  27. Any lessee of the LWMA that subleases, assigns their lease, or rents to any person who then performs any commercial aeronautical activity on the Airport must be granted approval by the COLW prior to the sublease.

## MINIMUM STANDARDS- SPECIFIC FBO SERVICES

### A. Minimum Requirements- Aviation Petroleum/ Ramp FBO Services

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

1. Land - A leasehold of two acres to provide space for all buildings, aircraft parking, paved ramp area, drainage retention, and employee and customer and NFPA 407 compliant fuel truck parking.
2. Buildings - A leased or constructed building(s) to serve as a general aviation terminal which will provide at least 2,000 square feet of properly lighted space to perform work, office space, storage, a public waiting area that includes two (2) restroom facilities, restaurant or appropriate vending machines.
3. Paved Ramp - A leased or constructed paved ramp area of, a minimum 20,000 square feet ramp with a total build-out of the leased property being at least 22,000 square feet (i.e. 22,000 sq.ft. build-out = 2,000 sq.ft. building + 20,000 sq. ft. ramp) capable of accommodating aircraft up to 12,500 pounds maximum gross weight. Aircraft parking and tie-down areas with adequate tie-down facilities including approved ropes and wheel chocks, for a minimum of ten aircraft.
4. Services - Aircraft ground guidance within the uncontrolled areas adjacent to the premises, and ramp service, including sale and delivery of aviation fuels, lubricants, and other related aviation products. Apron servicing of and assistance to aircraft, including itinerant parking, storage, and tie-down service for both based and itinerant aircraft upon or within facilities leased to Lessee or aircraft parking areas designated by Lessor.

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

5. Personnel - At least two (2) full-time employees properly trained in aircraft fueling and ramp safety procedures.

6. Fuel Facilities and Fuel Supply - At least one (1) metered and filter-equipped dispenser, fixed or mobile, for dispensing 100-octane aviation fuel and a storage tank having a minimum capacity of 5,000 gallons. Mobile dispensing equipment shall have a total capacity of at least 250 gallons for each grade or type of fuel. Maintenance of pumping equipment meeting all applicable safety requirements with reliable metering, filtering and grounding devices subject to independent inspection and with a pumping efficiency capable of servicing aircraft up to 12,500 pounds maximum gross weight. An adequate supply of 100-octane and jet fuel will be maintained at all times and Lessee will secure and maintain an on-going contract with a bona-fide fuel supplier to ensure continuous supply of aviation and jet fuel.
7. Hours of Operation – Staff must be available on an on call basis 7 days a week.
8. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for at least the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Bodily Injury - Each person/each accident
  - c. Property Damage - Each accident

**B. Minimum Requirements- Airframe and Power Plant Repair**

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

1. Land - A leasehold area of one acre to provide space for all buildings, temporary parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 5,000 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, and sufficient storage area for aircraft parts and equipment.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet to provide temporary storage and parking of aircraft.
4. Personnel - At least two (2) employees currently certificated by FAA to perform airframe or power plant repair. At least one (1) of these employees must be appropriately rated to perform 100-hour and annual inspections.
5. Hours of Operation - Staff must be available on an on call basis 7 days a week.

6. Equipment - Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturer's recommendations and FAA requirements. Access to equipment and trained personnel capable of removing disabled aircraft with a gross landing weight of 12,500 pounds or less from the Air Operations Area. Lessee shall perform such removal service on request. As used in this Agreement, "Air Operations Area" shall mean those portions of the Airport provided and made available by Lessor for aircraft and related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces, and areas directly associated therewith which are not leased by the Lessee or any other tenant at the Airport.
7. Owner Maintenance – Users and tenants of the airport who perform maintenance work of any kind on their own aircraft, as permitted under their lease, or other agreement or permission from the airport manager, may continue to provide such self-maintenance without meeting the requirements of this section, only under the following conditions:
  - a. Work, including inspections required by the FAA, shall be performed only by the aircraft owner, or owner's employees, in accordance with regulations promulgated by the FAA, and only when said employees of the aircraft owner are genuine employees maintained on the records and books of the aircraft owner as employees, subject to withholding of Social Security and income taxes and entitled to Unemployment and Workers' Compensation insurance, if applicable.
  - b. Any person performing inspections or work claiming to be an employee of an aircraft owner exempt from the minimum standards set forth herein, must be able to demonstrate that such withholding taxes have been withheld from salary payments in accordance with requirements of the Internal Revenue Service.
8. Services - Major and Minor airframe and power plant repair, including 100 hour and annual aircraft inspections. Equipment and trained personnel to service aircraft up to 12,500 pounds maximum gross weight.
9. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Bodily Injury- Each person/ each accident
  - c. Property Damage- Each accident
  - d. Hangar Keeper's Liability
  - e. Property- Each accident

**C. Minimum Requirements- Avionics, Instrument or Propeller Repair Service**

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

2. Land - A leasehold area of one acre to provide space for all buildings, temporary parking of aircraft, drainage retention, and employee and customer parking.
3. Buildings - A leased or constructed building(s) which will provide 3,750 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.
4. Paved Ramp – A constructed paved ramp consisting of a minimum 6,250 square feet ramp with a total build-out of the leased property being at least 10,000 square feet.
5. Personnel - At least one (1) employee, certificated by the Federal Aviation Administration, in accordance with the terms of the Repair Station Certificate.
6. Hours of Operation - Staff must be available on an on call basis 7 days a week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Bodily Injury - Each person/each accident
  - c. Property Damage - Each Accident

#### **D. Minimum Requirements- Flight Training**

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

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, student briefing and classroom area, instructor lounge, flight planning area, and telephone service to the Flight Service Station or the United States Weather Bureau.

3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space) suitable for storage and parking aircraft.
4. Personnel - At least one (1) Certified Flight Instructor employed full time and currently certificated by the Federal Aviation Administration, with appropriate ratings to provide private, instrument, and commercial training.
5. Aircraft - A total of at least two (2) airworthy, properly equipped aircraft
6. Hours of Operation - Staff must be available on an on call basis 7 days a week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
  - a. Student Pilot Coverage, Comprehensive Public Liability/Property Damage
  - b. Bodily Injury - Each person/each accident
  - c. Property Damage - Each accident

#### **E. Minimum Requirements- Aircraft Sales**

Public sale of new and used aircraft.

1. Land - A leasehold area of one acre to provide space for all buildings, temporary parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space) suitable for storage, parking, and display of aircraft.
4. Personnel - At least one (1) commercial pilot currently certificated by the Federal Aviation Administration, with ratings appropriate to the types of aircraft to be demonstrated.
5. Dealerships - It shall be at the discretion of the Lessee: (1) Whether or not to be an authorized factory dealer; or (2) what manufacturer he chooses to represent. All aircraft dealers shall hold a dealership license or permit.
6. Aircraft - A dealer of new aircraft shall have available or on-call at least one current model demonstrator, and shall provide for demonstrations of

additional models of the manufacturer for which a dealership is held, if any. An adequate supply of parts and servicing facilities will also be provided to customers during aircraft and parts warranty period.

7. Services - Provision for adequate servicing of aircraft and accessories during warranty periods of new aircraft.
8. Hours of Operation - Staff must be available on an on call basis 7 days a week.
9. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Bodily Injury - Each person/each accident
  - c. Property Damage - Each accident
  - d. Aircraft Liability Bodily - Each person/each accident
  - e. Property - Each accident
  - f. Passenger Liability - Each passenger/each accident

#### **F. Minimum Requirements- Air Taxi Commuter Airline Operations**

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

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 2,000 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, pilot and passenger lounge, restaurant or appropriate vending machines, and telephone service to the Flight Service Station or the United States Weather Bureau.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space) suitable for storage and parking aircraft.
4. Personnel - At least one (1) full time commercial or airline transport pilots currently certificated by the Federal Aviation Administration, who are appropriately rated to conduct the air taxi, charter, cargo or commuter airline service offered.

5. Aircraft - A minimum of one (1) airworthy, single engine instrument airplane is required. Beyond this minimum requirement, it shall be left to the discretion of the Lessee to provide the type, category, class, size and number of aircraft to meet the scope and magnitude of the service performed. All aircraft will be owned or leased in writing to the Lessee, and will be airworthy and meet all requirements of the certificate held.
6. Hours of Operation - Staff must be available on an on call basis 7 days a week. Lessee shall have at least one (1) qualified pilot on standby during off duty hours.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Bodily Injury - Each person/each accident
  - c. Property Damage - Each accident
  - d. Aircraft Liability Bodily - Each person/each accident
  - e. Property - Each accident
  - f. Passenger Liability - Each passenger/each accident

**G. Minimum Requirements- Specialized Commercial Flight Services**

Any other commercial aeronautical activity, not covered under previous categories, including the following:

- A. Non-stop sightseeing flights that begin and end at the same airport within a 25-mile radius.
  - B. Agricultural application.
  - C. Banner towing and aerial advertising.
  - D. Aerial photography and survey.
  - E. Fire Fighting
  - F. Power line or Pipeline patrol
  - G. Glider/ Sailplane operations
  - H. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.
1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
  2. Buildings - A leased or constructed building(s) which will provide 2,000 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.

3. Paved Ramp – A constructed paved ramp consisting of a minimum 5,000 square feet ramp with a total build-out of the leased property being at least 10,000 square feet (i.e. 10,000 sq.ft. build-out = 2,000 sq.ft. building + 8,000 sq. ft. ramp OR 10,000 sq.ft. building + minimum 5,000 sq.ft. ramp space).
4. Personnel - At least one (1) commercial pilot certificated by the Federal Aviation Administration, who is appropriately rated to conduct the specialized flight services offered.
5. Aircraft - A minimum of one (1) properly certificated aircraft capable of performing the specialized service offered, owned or leased in writing to the Lessee.
6. Hours of Operation - Staff must be available on an on call basis 7 days a week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Bodily Injury - Each person/each accident
  - c. Property Damage - Each accident
  - d. Aircraft Liability Bodily - Each person/each accident
  - e. Property - Each accident
  - f. Passenger Liability - Each passenger/each accident

#### **H. Minimum Requirements- Ultralight Operations**

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

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 3,750 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, and sufficient area for ultralight vehicle maintenance and storage of parts and equipment.
3. Paved Ramp – A constructed paved ramp consisting of a minimum 6,250 square feet ramp with a total build-out of the leased property being at least 10,000 square feet.
4. Personnel - At least one (1) basic flight instructor certificated as defined by Federal Aviation Administration Regulations Part 103.

5. Aircraft - A minimum of two ultralight vehicles owned or leased in writing to the Lessee equipped and maintained in accordance with Federal Aviation Administration Regulations Part 103 and in safe, flyable condition.
6. Hours of Operation - Staff must be available on an on call basis 7 days a week.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance advisor. Broad form contractual liability will be included. Insurance will be provided for the following:
  - a. Comprehensive Public Liability and Property Damage
  - b. Bodily Injury - Each person/each accident
  - c. Property Damage - Each accident
  - d. Aircraft Liability Bodily - Each person/each accident
  - e. Property - Each accident
  - f. Passenger Liability- each passenger/ each accident

#### **I. Minimum Requirements- Commercial Skydiving**

A commercial skydiving tenant engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment. A commercial skydiving tenant shall meet or exceed the basic safety requirements of The United States Parachute Association FAR PART 105, and related FAA Advisory Circulars (AC 105-2E).

1. Land - A leasehold area of one acre to provide space for all buildings, parking of aircraft, drainage retention, and employee and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 3,750 square feet of properly lighted space to perform work, office space, storage, public waiting area that includes two (2) restroom facilities, a public use telephone, flight planning area, and telephone service to the Flight Service Station or the United States Weather Bureau.
3. Paved Ramp - A leased or constructed paved ramp consisting of a minimum 6,250 square feet ramp with a total build-out of the leased property being at least 10,000 square feet suitable for storage and parking aircraft.
4. Personnel - At least one appropriately rated jumpmaster and one appropriately rated commercial pilot.
5. Aircraft - A total of at least one (1) airworthy, properly equipped aircraft outfitted for skydiving owned or leased in writing to the Lessee.
6. Hours of Operation – Hours of operation shall be at the discretion of Lessee.
7. Insurance Coverage - Obtain and maintain continuously in effect at all times during the term of the Agreement, at lessee's sole expense, insurance with total limits in an amount not less than the amounts prescribed by the City insurance

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

- a. Student and Renter Pilot Coverage, Comprehensive Public
- b. Liability and Property Damage
- c. Property Damage - Each accident
- d. Aircraft Liability Bodily- each person/ each accident
- e. Property- each accident

#### **J. Minimum Requirements- Aircraft Storage**

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

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

#### **K. Minimum Requirements- Flying Clubs**

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

1. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members

with an aircraft, or aircraft, for their personal use and enjoyment only. The ownership of the aircraft, or aircraft, must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
4. The flying club, with its permit request, shall furnish the airport management a copy of its charter and bylaws, articles of association, partnership agreement or other documentation supporting its existence a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public Liability (\$100,000/\$50,000) per person; public liability (\$300,000/\$100,000) per accident; property damage (\$100,000/\$20,000), with hold harmless clause in favor of the airport, its officers and employees (10 days prior notice of cancellation shall be filed with airport management); number and type of aircraft; evidence that aircraft are property certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by airport management or his authorized agent.
5. A flying club, at any airport controlled by this same airport management shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the rules and regulations of this airport management

6. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at all airports controlled by this airport management. A public hearing should be held for the purpose of considering such termination.

**L. Minimum Requirements- Airport Tenant**

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

**M. Minimum Requirements- Multiple Services FBO**

1. Land - A leasehold for multiple activities shall contain the required square footage of land to provide space for specific use area requirements established for the service to be offered (specific use spaces need not be added where combination use can be reasonably and feasibly established), aircraft parking, paved ramp area, drainage retention, employee parking, and customer parking.
2. Buildings - A leased or constructed building(s) which will provide 10,000 square feet of properly lighted space to perform work, and storage, including 1,200 square foot office space and public waiting area that includes two (2) restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.
3. Paved Ramp - A leased or constructed paved ramp consisting of 20,000 square feet for parking and storage of aircraft.

4. Personnel - Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities, provided said personnel are properly certificated, rated or trained to carry out their assigned duties.
5. Equipment - All equipment specifically required for each activity must be provided.
6. Services - All services specifically required for each activity must be provided during the hours of operation.
7. Hours of Operation - Staff must be available on an on call basis 7 days a week.
8. Insurance Coverage - The Lessee will obtain the amounts specified for each type of insurance required for the specific activity, as listed under each category and as required by the City Insurance Advisor.

## DEFINITIONS

- Aeronautical Activity: Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.
- Agreement (or Lease): A written contract between the City of Lake Wales and an entity or person to occupy, use, and/or develop land and/or improvements and engage in aeronautical activity. Such contract shall recite the terms and conditions under which the activity will be conducted at the airport including, but not limited to, term of the agreement, rents, fees, and charges to be paid by the entity or person, and the rights and obligations of the respective parties
- Aircraft: Means a device that is used or intended to be used for flight in the air.
- Airport: All land within the legal boundaries of Lake Wales Municipal Airport, owned by the City of Lake Wales.
- Airport Improvement Program (AIP): A United States federal grant program that provides funds to airports to help improve safety and efficiency. Improvement projects relate to runways, taxiways, ramps, lighting, signage, weather stations, NAVAIDs, land acquisition, and some areas of planning
- Airport Layout Plan (ALP): A drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, hangars, roadways, utilities, navigation aids, etc.
- Airport Manager: The individual appointed and authorized by the City of Lake Wales to administer and manage all operations of the airport and airport facilities.
- Airport Operations Area (AOA): The area of the Airport bounded by a fence of to which access is otherwise restricted and which is primarily used or intended to be used for landing, takeoff, or surface maneuvering or aircraft, and related activities

- Airport Tenant: Any person, firm, or corporation leasing property or facilities at Lake Wales Municipal Airport.
- Apron: Those paved areas of the airport within the Airport Operations Area designated by the Lake Wales Municipal Airport for the loading and unloading of passengers, servicing or parking of aircraft.
- CFR: Code of Federal Regulations
- City of Lake Wales (COLW): The City of Lake Wales, located in Polk County, Florida.
- Commercial Aeronautical Activity: Relating to an operation conducted solely or in part for the purpose of securing earnings, income, compensation, reimbursement (including exchange for service), and/or profit, whether or not such objectives are accomplished.
- Exclusive Right: A power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement (i.e. lease agreement), by the 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.
- FAA (Federal Aviation Administration): The federal agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.
- FAR (Federal Aviation Regulation): The federal government rules and regulations governing aviation activity under Code of Federal Regulations- Title 14 Aeronautics and Space.
- Federal Airport Obligations: All references to a Federal grant program, Federal airport development assistance, or Federal aid contained in Advisory Circular No: 150/5190-7 are intended to address obligations arising from the conveyance of land or from grant agreements under the following act:
  - Airport Improvement Program (AIP) – This grant-in-aid program administered by the FAA under the authority of the airport and Airway Improvement Act of 1982, 49 U.S.C. 47101, et seq., assists in maintaining a safe and efficient nationwide system of public-use airports that meet the present and future needs of civil aeronautics.
- Federal Grant Assurance: A Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. 47101.
- Fixed Base Operator (FBO): A Commercial Operator granted the right by the airport sponsor to operate on an airport and provide aeronautical services. Only an FBO may provide fuel service at the airport. The Operator engaged in the sale of multiple products, services and facilities to Aircraft Operators including, at a minimum, the following activities at the airport:
  - sale of aviation fuels and lubricants

- passenger, crew and aircraft ground services, support and amenities (line service)
- aircraft maintenance/repair
- flight training
- aircraft storage and tie down
- aircraft rental
- **Flight Training:** Any primary use of an aircraft to increase or maintain pilot or crewmember proficiency, rather than the use of an aircraft as transportation between two different airports or other destinations. Flight training shall also include any portion of a flight between two airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.
- **Flying Club:** A non-profit entity organized to provide its members with aircraft for their personal use.
- **Fueling Operations:** The dispensing of aviation fuel into aircraft.
- **Lake Wales Board of Commissioners (LWBOC):** elected officials who constitute the legislative body of the City of Lake Wales. As a group, they are responsible for taxation, appropriations, ordinances, and other general functions for the City of Lake Wales and the Lake Wales Municipal Airport.
- **Lessee:** An entity that has entered into an agreement with the City of Lake Wales to occupy, use, and/or develop land and/or improvements and engage in aeronautical or commercial aeronautical activities.
- **Master Plan:** An assembly of appropriate documents and drawings covering the development of the airport from a physical, economic, social, and political jurisdictional perspective and adopted by the City Commission, a copy of which is on file and available for inspection in the Airport Manager's office and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan is a part of the Master Plan.
- **Minimum Standards:** The qualifications, criteria, and standards established by the City of Lake Wales as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the airport.
- **Movement Area:** The parts of the airport that are used for the takeoff, landing, and taxiing of aircraft.
- **Non-Commercial Activity:** Relating to an operation not conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit.
- **NOTAM:** Means a Notice to Airman published by the FAA as a method of notifying the flying public of conditions at the airport that may affect flight.
- **Operator:** Any FBO, SASO and/or entity subject to the standards set forth herein.
- **Person:** An individual, firm, partnership, corporation, company, association, entity, trustee, receiver, assignee or similar representative thereof.
- **Public Airport:** Means an airport open for public use that is publicly owned and controlled by a public agency.

- **Safety Area:** the surfaces surrounding the runways and taxiways that are prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway. These areas extend from the centerline of the runway or taxiway.
- **Self-Fueling:** the fueling of an aircraft by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-Fueling does not include the fueling of Aircraft with subcontracted personnel or companies or other third parties. Self-Fueling also does not include fueling at a self-service fuel facility.
- **Self-Service:** includes activities such as adjusting, repairing, cleaning and otherwise providing service to an Aircraft, provided the service is performed by the Aircraft owner or his/her employees with resources supplied by the Aircraft owner. See FAR Part 43 for allowed self-service activities.
- **Shall:** means mandatory and not discretionary
- **Specialized Aviation Service Operator (SASO):** A commercial aeronautical entity that offers a single or limited service. These types of companies differ from a FBO in that they typically offer only a specialized aeronautical such as aircraft sales, flight training, aircraft maintenance, aircraft rental, or avionics services for example.
- **Sub-Lease:** A written agreement stating the terms and conditions under which a third party person leases space from a Lessee on the airport for the purpose of providing aeronautical services at the airport.