

R331

HILLSBOROUGH COUNTY AVIATION
AUTHORITY

MINIMUM STANDARDS FOR COMMERCIAL
AERONAUTICAL ACTIVITIES

FOR

TAMPA INTERNATIONAL AIRPORT
GENERAL AVIATION

PETER O. KNIGHT AIRPORT

PLANT CITY AIRPORT

TAMPA EXECUTIVE AIRPORT

HILLSBOROUGH COUNTY, FLORIDA

~~SEPTEMBER 7, 2017~~ MAY 4, 2023

HILLSBOROUGH COUNTY AVIATION AUTHORITY

MINIMUM STANDARDS

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SECTION 1. INTRODUCTION

The Hillsborough County Aviation Authority adopted these Minimum Standards to foster, encourage, promote and develop general aviation and related Aeronautical Activities at Peter O. Knight Airport, Plant City Airport, Tampa Executive Airport, and Tampa International Airport General Aviation, while

- A. Promoting safety and security in all Airport activities;
- B. Enhancing the availability of high quality services for Airport users;
- C. Promoting the orderly development of Airport property for Aeronautical Activities; and
- D. Providing a fair and reasonable opportunity to all on-Airport Commercial Aeronautical Operators.

In promulgating these Minimum Standards, the Authority will provide a fair and reasonable opportunity without creating an exclusive right or unjust economic discrimination to any potential Commercial Aeronautical Operators to qualify or otherwise compete for available Airport facilities and the furnishing of selected Aeronautical Activities. These Minimum Standards will be administered by the Authority's Chief Executive Officer or designee.

SECTION 2. DEFINITIONS

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

- A. **Aeronautical Activity** means any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft; any activity that contributes to, or is required for the safety of such operations; or any activity that has a direct relationship to the operation of Aircraft.
- B. **Agreement** means a written contract enforceable by law, executed by both parties, between the Authority and a Commercial Aeronautical Operator transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

- C. **Aircraft** means any contrivance designed, invented or used for powered or nonpowered flight in the air. For the purpose of this definition, an ultralight vehicle is not included.
- D. **Airport** means Peter O. Knight (TPF), Plant City (PCM), Tampa Executive (VDF), and Tampa International Airport General Aviation (TPA), individually or collectively as apparent from the context.
- E. **Authority** means the Hillsborough County Aviation Authority.
- F. **Commercial Aeronautical Operator (CAO)** means a person or company that, for compensation or hire, engages in, runs, involves, makes possible, or is required for an Aeronautical Activity. Types of CAOs include but are not limited to Fixed Base Operators or Specialized Aviation Service Operators for which compensation is received.
- G. **Core Services** means those Aeronautical Activities that must be provided to general aviation Airport patrons by a Fixed Based Operator only and cannot be subleased to a person or other entity. These Aeronautical Activities are as described in Section 5 below.
- H. **FAA** means the Federal Aviation Administration.
- I. **Fixed Base Operator (FBO)** means a Commercial Aeronautical Operator granted the right by the Authority through an Agreement to operate on the Airport in order to provide Core Services along with required other services as described in Section 5 below.
- J. **Improvements** means all buildings, structures, additions, and facilities, including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.
- K. **Minimum Standards** means the qualifications or criteria established by the Authority as the minimum requirements of Commercial Aeronautical Operators engaged in on-Airport Aeronautical Activities for the right to conduct the operation, as required herein.
- L. **Public Service Hours** means the hours an Airport and/or Commercial Aeronautical Operator are open to the public.
- M. **Specialized Aviation Service Operator (SASO)** means a Commercial Aeronautical Operator offering a single Aeronautical Activity other than Core Services.

SECTION 3. QUALIFICATION REQUIREMENTS

- 3.1** Prospective FBOs must submit to the Executive Vice President of Operations and Customer Service or designee the following information prior to entering into an Agreement with Authority:
- A. A detailed business plan that adequately describes the scope of the intended operation and the approach to be utilized in accomplishing the FBO in order to provide high quality service to general aviation patrons and the general public.
 - B. A statement from a bank, trust company, or other source acceptable to the Authority evidencing the financial responsibility of the prospective FBO.
 - C. A statement of past experience related to Core Services along with any other services, either required or permitted, which the FBO proposes to operate. The FBO or FBO owner must, at a minimum, possess continuous and active experience in providing Core Services for five years within the most recent seven years prior to the date the statement of past experience is submitted.
- 3.2** Prospective SASOs will not be required to submit qualification requirements.

SECTION 4. GENERAL REQUIREMENTS

4.1 Introduction

The following requirements are applicable to all CAOs engaged in any Aeronautical Activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise based at the Airport:

- A. Will be subject to applicable federal, state, and local laws, codes, ordinances and other jurisdictional regulatory measures including all applicable Authority Policies, Standard Procedures, Operating Directives, and Rules and Regulations.
- B. Information regarding rents, fees and charges to general aviation Airport patrons and/or the public will be made available to the Authority upon request.
- C. Where more than one CAO is proposed, the Minimum Standards will vary, depending on the nature of each CAO, but will not necessarily be cumulative in all instances.

- D. The Authority recognizes that certain CAOs are presently conducting business on the Airport at the time of the enactment of these Minimum Standards that may occupy facilities or be conducting certain operations not in compliance with these Minimum Standards. Such CAOs will be governed by any such existing Agreement provisions and may be continued or extended by written agreement on a case-by-case basis at the Authority's sole discretion. However, in no event will any such non-conforming use be transferred through sale or assignment.
- E. The Authority may elect to provide any or all of the Aeronautical Activities needed by the public at the Airport. If the Authority opts to provide an Aeronautical Activity exclusively, it must use its own employees and resources.

4.2 Agreement Requirements

All CAOs will be required to enter into an Agreement with the Authority or a subagreement with an FBO, whose terms and conditions have been accepted in writing by the Authority, that recites the terms and conditions under which the CAO will operate at the Airport. Such terms and conditions will be consistent with these Minimum Standards.

A. Security for Payment

All CAOs entering into an Agreement with the Authority will provide Authority, on or before the effective date of the Agreement, with an acceptable surety bond, irrevocable letter of credit, or other similar security acceptable to Authority, in an amount equal to the estimate of three months' rent, fees, and charges payable by the CAO under the Agreement, to guarantee the faithful performance by CAO of its obligations under the Agreement and the payment of all rent, fees, tax assessments, and charges due under the Agreement (Payment Security). CAO will be obligated to maintain such Payment Security at all times during the Agreement term. Any release of liability under the security document is conditioned on the satisfactory performance of all terms, conditions, and covenants contained in the Agreement.

In the event Authority is required to draw down or collect against CAO's Payment Security for any reason, CAO will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated rent, fees, and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated rent, fees, and charges payable by CAO.

The Payment Security maintained by the CAO must conform at all times with the Authority's Standard Procedure S250.04, Contractual Security Deposits, which is incorporated herein by reference and which may be amended from time to time.

B. Hold Harmless Requirement

The CAO agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with CAO's presence on or use or occupancy of the Airport, including any leased premises or common use areas; CAO's acts, omissions, negligence, activities, or operations; CAO's performance, non-performance or purported performance of the Agreement; or any breach by CAO of the terms of the Agreement, or any such acts, omissions, negligence, activities, or operation of CAO's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by CAO, that results in any bodily injury (including death) or any damage to any property, including loss of use, or the environment (including but not limited to contamination of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time an Agreement is executed or as may be redefined in the future) incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, CAO will have the duty to defend Authority, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of CAO, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to CAO.

C. Insurance

The CAO will procure and maintain, during the term of the Agreement, insurance of the types and in the minimum limits determined by the Authority for the CAO. The Authority reserves the right to adjust such insurance limits during the term of the Agreement if warranted. The CAO

will deliver, or cause to be delivered, to the Authority copies of certificates of insurance, satisfactory to the Authority. Such certificates must be signed by an authorized representative of the insurer.

The insurance maintained by the CAO must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which is incorporated herein by reference and which may be amended from time to time.

4.3 Compliance with Licenses, Permits, Certifications, and Ratings

The CAO will procure and maintain during the term of the Agreement all required licenses, permits and other similar authorizations applicable to the specific CAO.

SECTION 5. FIXED BASE OPERATOR (FBO)

5.1 All FBOs will be subject to the following:

- A. All FBOs will be required to enter into an Agreement with the Authority.
- B. Required Core Services

These services must be performed by the FBO's own employees and may not be provided through a subagreement with another CAO.

~~1. Tie down and hangar storage for general aviation Aircraft. T-Hangars are not permitted at Tampa International Airport General Aviation.~~

2.1. Sale and "into plane" dispensing of aviation gasoline (avgas), jet fuel, oils and lubricants of kinds customarily sold of sufficient ratings, grades, quality and quantity to adequately meet the demand thereof to general aviation Aircraft users.

~~3. Adequate ramp service for general aviation Aircraft users as outlined in Section E., Minimum Facility Requirements, below.~~

4.2. Operation of a fuel farm facility for the storage, handling and delivery of avgas and jet fuel.

- C. Required Other Services

These services may be performed by the FBO's own employees or the FBO may provide these services through another CAO under a written subagreement approved by the Authority.

1. Tie-down and hangar storage for general aviation Aircraft. ~~T-Hangars are not permitted at Tampa International Airport General Aviation.~~ Adequate hangar, ramp, and support facilities for general aviation Aircraft users as outlined in Section E., Minimum Facility Requirements, below. T-Hangars are not permitted at Tampa International Airport General Aviation.

1.2. Maintenance, repair and servicing of general aviation Aircraft and Aircraft engines and parts by a qualified mechanic.

2.3. Maintenance of adequate inventory of the necessary Aircraft parts and accessories to maintain, repair and service general aviation Aircraft.

3.4. With the exception of Tampa International Airport General Aviation, flight training with a certified flight instructor and at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight instruction. Flight training provided by any FBO at Tampa International Airport General Aviation shall be limited to 1) purchasers of Aircraft from said FBO, or 2) proficiency or transitional training for pilots who are already licensed (excluding student pilot's license) and rated.

4.5. Aircraft rental with at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight operation.

5.6. Emergency service to disabled general aviation Aircraft on the Airport, including towing and transporting disabled Aircraft at the request of the owner or operator of the Aircraft or Authority.

6.7. Flight planning and flight services facilities equipped with ~~direct telephone communication to an FAA flight service station~~, local navigation charts, flight planning materials and weather information available during Public Service Hours for Airport patrons.

7.8. Courtesy transportation providing passenger transportation service between the Airport and reasonable nearby destinations.

D. Permitted Services (Optional)

These services may be performed by the FBO's own employees, or the FBO may provide these services through another CAO under a written subagreement approved by the Authority.

1. Sale of new or used Aircraft.

2. Operation of non-scheduled, air taxi, air ambulance and charter transportation of passengers, cargo and mail.
 - a. A CAO offering non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance, will be conducted in accordance with and certificated under FAR Part 135 and amendments thereto and all other applicable rules and regulations. A CAO offering non-scheduled air charter for transporting passengers will also provide services and equipment for servicing passengers and for handling freight, luggage and ticketing and will make available ground transportation for transient patrons.
3. Operation of specialized commercial flying service such as aerial survey, photography, sightseeing and mapping services.
4. Operation of specialized Aircraft repair service such as paint shop, radio, propellers, instruments, and accessories.
5. Sale of convenience foods, amenities, and non-alcoholic beverages incidental to FBO activities.
6. Sale of merchandise incidental to FBO activities.

E. Minimum Facility Requirements

The minimum facility requirements for FBOs are as follows:

Minimum Facilities	TPF	PCM	VDF	TPA
Total Hangar space (sf.)	15,000	15,000	15,000	48,000
Maintenance parts and shop space	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed
Office Space	Office building (either separate or	Office building (either separate or	Office building (either separate or	Office building (either separate or

	adjoining) of not less than 1,000 sf. adequate to house an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	adjoining) of not less than 2,000 sf. adequate to house an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	adjoining) of not less than 5,000 sf. adequate to house an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	adjoining) of not less than 7,000 sf. adequate to house an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand.
Tie Downs	25	25	25	25
<u>Paved Ramp and the area required for aircraft tie downs</u>	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger
Public Parking	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater
Jet A Fuel Farm (gallons)	12,000	12,000	12,000	20,000
Avgas Fuel Farm (gallons)	12,000	12,000	12,000	12,000

T Hangars	T Hangars- permitted	T Hangars- permitted	T Hangars- permitted	T Hangars-not- permitted
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F. Prior Experience

A minimum of five years full time experience in the FBO business for the General Manager described in Section H below or a combination of FBO business experience and education equal to five years.

G. Public Service Hours

1. Required Core Services at Peter O. Knight, Plant City, and Tampa Executive General Aviation Airports: Seven days a week, twelve hours a day from 7:00 a.m. to 7:00 p.m. Exceptions may be made upon Authority approval. At all other times, one person must be available, on call, who will respond on-site, if necessary, to customer inquiries and Authority concerns.
2. Required Core services at Tampa International Airport General Aviation: Seven days a week, twenty-four hours a day.
3. Required Other Services: Five days a week, eight hours a day, or as approved by Authority.

H. Minimum Management and Staffing Standards

1. The activities of an FBO will be supervised by a full time, on-site General Manager who will be responsible for the FBO adhering to these Minimum Standards.
2. The FBO will provide, at a minimum, sufficient staff to fill the following key positions:
 - a. General Manager
 - b. Line Service Manager
 - c. Maintenance Manager
3. All staff will be trained and qualified to perform the duties for which they are employed.
4. All staff will wear uniforms and protective clothing and equipment, as appropriate.

5. Additional minimum management and staffing standards may be specified individually in an Agreement.

I. Verification of Appropriate Documentation

The FBO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of its business activity at the Airport prior to commencement of any operations on the Airport. Said documentation will be provided to the Authority upon request by the Authority.

SECTION 6. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

6.1 All SASOs will be subject to the following:

A. All SASOs will be required to enter into an Agreement with the Authority or a subagreement with an FBO that has been approved in writing by the Authority.

B. Minimum Service, Management and Staffing Standards:

1. Permitted activities by a SASO may include, but will not be limited to, the following:

- a. Aircraft maintenance and repair;
- b. Avionics and instrument repair;
- c. Propeller repair;
- d. Aircraft painting;
- e. Aircraft upholstery;
- f. Aircraft accessories;
- g. Flight training with a certified flight instructor and at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight instruction;
- h. Aircraft rental with at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight operation;
- i. Aircraft leasing;

- j. Non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance;
 - k. Aircraft sales;
 - l. Aerial advertising;
 - m. Agricultural aerial spraying;
 - n. Aerial photography, mapping or survey;
 - o. Aerial firefighting; and
 - p. Power line or pipeline patrols.
2. A SASO offering any of the services listed above will have a minimum of one employee (with qualifications and experience appropriate for the work to be performed) on-site during Public Service Hours. At all other times, one person must be available, on call, who will respond on-site, if necessary, to customer inquiries and Authority concerns. All staff will wear uniforms and protective clothing and equipment, as appropriate.
 3. A SASO offering non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance, will be conducted in accordance with and certificated under FAR Part 135 and amendments thereto and all other applicable rules and regulations. A SASO offering non-scheduled air charter for transporting passengers will also provide services and equipment for servicing passengers and for handling freight, luggage and ticketing and will make available ground transportation for transient patrons.
 4. A prospective SASO that is not based at the Airport and which has a temporary, non-recurring need to conduct operations at the Airport may operate through a special use permit. Such SASOs may include, but are not limited, to the following:
 - a. Aerial advertising;
 - b. Air ambulance;
 - c. Airship Operations
 - d. Agricultural aerial spraying;

- e. Aerial photography, mapping or survey;
- f. Aerial firefighting; and
- g. Power line or pipeline patrols.

C. Verification of Appropriate Documentation

The SASO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of its business activity at the Airport. Said documentation will be provided to the Authority upon request by the Authority.

D. Minimum Facility Requirements

All SASOs will be required to have office space, hangar space, ramp area, tie-down area, public areas, parking spaces and other facilities and amenities adequate to support its commercial Aeronautical Activity and meet governing jurisdictional agencies' code criteria.