

WINTER HAVEN

The Chain of Lakes City

November 24, 2010

REQUEST FOR PROPOSAL RFP-11-17

Sealed Bids marked "**SEALED BID – FIXED BASE OPERATION/OPERATOR – WINTER HAVEN MUNICIPAL AIRPORT AT GILBERT FIELD**" will be received by the City of Winter Haven until **2:00 P.M., December 22, 2010**, at the office of the Procurement Services Division, 401 6th St. SW, Winter Haven, Florida 33880, for the following:

"Fixed Base Operation/Operator – Winter Haven Municipal Airport at Gilbert Field"

At that time, bids will then and there be publicly opened and read aloud in the Procurement Services Office.

The project specified shall be furnished in accordance with the Request For Proposal and Minimum Operating Standards attached hereto and made a part hereof as if fully set forth herein and any other documents prepared for this bid.

Questions concerning this bid must be submitted in writing on or before **2:00 p.m., December 15, 2010**, to David Dickey at ddickey@mywinterhaven.com. Questions received after this time may not be answered.

The responses shall be furnished in accordance with the RFP, requirements, and any other documents prepared for this bid. **W-9** must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

For additional information, contact David Dickey by telephone at 863-412-3975 or 863-291-5600, ext 238

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

CITY OF WINTER HAVEN



Bob Bishop
Procurement Services Division Director

Enclosures

Procurement Services PO Box 2277, Winter Haven, FL 33883 Ph 863.291.5664 Fax 863.291.5666

Request for Proposals RFP-11-17

**FIXED BASE OPERATION/OPERATOR (FBO)
WINTER HAVEN MUNICIPAL AIRPORT AT GILBERT FIELD**

The City of Winter Haven ("City") hereby requests proposals from qualified commercial aviation firms and businesses to enter into a contract with the City for provision of City Municipal Airport's tenancy management and the sale/performance/undertaking of aviation-related commercial operations (on a non-exclusive basis) such as fuel sales, flight training, aircraft maintenance, and aircraft rental of the City's Municipal Airport's Fixed Base Operation ("FBO").

The City will attempt through the negotiation process to contract with a qualified entity that shares the City's long term vision for the Airport and the Airport's public offering of FBO-related services. The successful proposer will install a Fixed Base Operation at the City's Municipal Airport Terminal and staff the FBO with an appropriate level of personnel to deliver first-class service to the general aviation community, have a documented background in Fixed Base Operations, hold a position in the marketplace to attract new business and increase revenue base, and meet at a minimum the City's Minimum Operations Standards attached hereto and as may be amended. It is expected that the successful proposer will propose a "bundle of services" typically offered to the general aviation community by an FBO operating in a community equivalent to the City Municipal Airport's targeted customer base and area. The successful proposer will assume full responsibility for operating and managing day-to-day City Municipal Airport operations, fuel sales, provision of a flight school and maintenance shop, aircraft rentals, limited City Municipal Airport property management, and the reporting of the City Municipal Airport's monthly financial activity to the City. In return, the successful proposer will receive a compensation package as determined in the negotiation process (potentially consisting of a management fee, fuel flowage percentage and/or rental space compensation among other potential payment mechanisms).

The successful proposer shall be in a position to enter into an initial contract for a ten (10) year period (with a probationary period of one (1) year from the date of contract inception in order for the City to determine, in its sole discretion, if the Contract and work performed pursuant thereto should be continued further), with an option to renew for an additional term as may be agreed by the parties through negotiations.

Proposing firms are required to submit a proposal with supporting documentation to fully substantiate the firm's ability to meet the service and economic goals as stated above. The submittal must clearly define the services the firm will provide, as well as outline the proposed compensation package to be considered. In addition, the City will consider only those firms with evidence of an established Affirmative Action Program and Drug-Free Workplace Program as well as compliance with all applicable Federal, State and local laws, rules, regulations and ordinances.

Proposal Requirements:

Each proposal shall include information or evidence of the following minimum requirements:

1. Each proposal shall be strictly limited to 30 pages (exclusive of cover, table of contents and introductory letter of interest (2 pages maximum). Proposals in excess of 30 pages will not be considered.
2. Evidence of general aviation airport management knowledge and experience at Winter Haven Municipal Airport at Gilbert Field or at airports comparable to Winter Haven Municipal Airport at Gilbert Field. Previous experience reference contact information shall include names, locations, and telephone numbers.
3. One (1) individual will be identified as the Operations Manager (main contact) for the proposed lease agreement. The resume' and credentials of the manager should demonstrate their knowledge and experience working with general aviation airport clients.
4. Each proposal shall identify (with specificity) the proposer's plans for meeting the minimum standards for commercial operations established by the City for each Type of FBO activity the proposer intends to conduct.

Selection Criteria:

The review of qualifications shall be based on, but not limited to the following considerations:
Criteria Weighting (points).

1. General Business Qualifications (firm profile, location, experience, history) – 25

2. Qualifications and Experience of Operations Manager (main contact) – 25
3. Work Experience at Similar General Aviation Airports – 20
4. In-House Capability to Perform Multiple Services – 20
5. Evidence of Potential FBO Integrity and Performance (references) – 10

Total Possible Points – 100

The City reserves the right to reject any and all proposals for its convenience.

All proposers are responsible to obtain all information regarding current activities and operations at the Winter Haven Municipal Airport at Gilbert Field that it may deem necessary and advisable including but not limited to the current FBO Agreement.

Proposers should be aware that under Florida law, records received or made in the transaction of official business of the City are public records open to inspection and copying by the public at large with limited statutory exceptions. Each proposer must specifically acknowledge the applicability of Article I, s. 24 of the Florida Constitution and Chapter 119, Florida Statutes, to the envisioned contract for FBO operations and Airport Management Services and to any and all records generated in the course of performance of public business that are made by, transmitted to, held by or received by the successful proposer and contracting party. Further, in the event that the successful proposer is deemed by law to be acting on behalf of the City in any capacity, or is deemed to be performing a public function by delegation of the City, the successful proposer shall specifically acknowledge the applicability of the public records laws to all records made or received in the transaction of its City-related business and covenants to comply promptly with the requirements of Article I, s. 24 of the Florida Constitution, Chapter 119, Florida Statutes and all other applicable public records laws.

Proposals are to be submitted by 2:00 pm, local time, Wednesday, December 22, 2010 to the City of Winter Haven Procurement Services Division, 401 Sixth Street, SW, Winter Haven, FL 33880. Opening of the proposals will occur immediately thereafter in the Procurement Services' conference room.

§287.133(3)(a), F.S. Notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

WINTER HAVEN MUNICIPAL AIRPORT

MINIMUM OPERATING STANDARDS

The standards established herein, as amended from time to time by the City, set forth the minimum operating standards to be met as a condition for the right to conduct any aeronautical activity or endeavor at the Airport. Lessee agrees that all aeronautical activities authorized under any Agreement will be performed in accordance with the minimum operating standards established herein.

A. Definitions

1. **Airport**. Shall mean the Winter Haven Municipal Airport, operated by the City of Winter Haven, Florida.

2. **Agreement**. Shall mean the Lease and Operating Agreement.

3. **Fixed Base Operator (FBO)**. Shall mean any person, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the Airport, for the purpose of conducting one or more aeronautical activity.

4. **Aeronautical Activity**. Shall mean any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted at Airports, such as charter operations, pilot training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products (whether or not conducted in conjunction with other included activities), repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft, can appropriately be regarded as an "aeronautical activity."

5. **Master Plan**. Shall mean current Master Plan report and the scaled dimensional layout of the entire airport, indicating current and proposed usage for each identifiable segment as approved by the City of Winter Haven and the Federal Aviation Administration.

6. **City**. Shall mean the elected and appointed officials of the City of Winter Haven, Florida, vested with the specific authority to govern the activities of the Airport.

7. **Airport Tenant**. Shall mean any person, firm, or corporation leasing property or facilities at Winter Haven Municipal Airport who is not a Fixed Base Operator.

8. **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 Lessee or any other tenant at the Airport.

B. Standard Requirements for all Services

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, equal, and not unjustly discriminatory basis to all users of the Airport. Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and nondiscriminatory 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 the full power and authority to act in the name of Lessee with respect to the method, manner and conduct of the operation of the fixed based services to be provided by Agreement. The manager shall be available at the Airport during regular business hours. During manager's absence a duly authorized subordinate shall be in charge and available at the Airport.

3. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by Agreement.

4. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of the 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 licenses, taxes or permits required by law in the normal course of business. Lessee may, however, at its sole expense and cost, contest any tax, fee or assessment.

6. Lessee shall comply with all federal, state and local laws, standards set forth in the Airport Master Plan, and Airport rules, regulations and Minimum Operating Standards which may apply to the conduct of the business contemplated, including

rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/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 its vendors and suppliers.

8. During the term of this 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 in conformance with the Winter Haven Sign Ordinance. 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. The Premises shall not be used by Lessee for the placement or posting of any sign identifying any person, firm or entity other than Lessee.

9. It is not the intent of the Agreement to grant the Lessee the exclusive right to provide any or all of the services 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 without discrimination or partiality, all Minimum Operating Standards or requirements for all aeronautical endeavors and activities conducted at the Airport.

b. Any other operator of aeronautical endeavors or activities will not be permitted to operate at the Airport under rates, or terms and conditions which are more favorable than those set forth in the Agreement, except to the extent permitted by law; and

c. It will not permit the conduct of any commercial aeronautical endeavor or activity at the Airport by any person, firm or corporation except under an approved lease and operating agreement.

C. Minimum Requirements for Various Aeronautical Activities.

Type 1 Minimum Requirements – Aviation Petroleum and Ramp Services

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, aircraft parking, paved ramp area, employee parking and customer parking.

2. **Buildings.** A leased or constructed building(s) to serve as a General Aviation Terminal which will provide suitable square feet of properly lighted space to perform work, office space, storage, a public waiting area that includes indoor restroom

facilities, restaurant or appropriate vending machines and a public use telephone; and adequate square feet of conventional hangar space for aircraft storage.

3. **Paved Ramp.** A leased or constructed paved ramp area of suitable square feet for aircraft tie down, fueling and ramp service.

4. **Personnel.** At least two (2) full-time employees properly trained in aircraft fueling and ramp safety procedures. The number of full-time employees may be reduced to one (1) where services under this activity are limited to self serve fueling.

5. **Services.** Aircraft ground guidance within the uncontrolled areas adjacent to the premises, and ramp service, including sale and into-plane 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 and described in the Agreement;

Customary accommodations for the convenience of users, including passenger and pilot lounge areas, information services and telephone service connections to the Flight Service Station and/or the United States Weather Bureau, pilot accessories, appropriate vending machines; and access to rental car services;

An "on-call" arrangement with an outside contractor to provide equipment and trained personnel capable of removing disabled aircraft with a maximum gross weight of 12,500 pounds or less from the Air Operations Area;

An adequate number of fire extinguishers, aircraft tugs, ground power starter units, and auxiliary power units to meet Airport user requirements;

The City of Winter Haven is the sole licensed UNICOM operator and use of the UNICOM is for Airport advisory and information services only. Accordingly, all UNICOM use is subject to approval and control of Lessor. Lessees can have and use UNICOM for information purposes only. Lessees use is to be without prejudice or unfair competitive advantage to other Lessees at the Winter Haven Airport; and

Other services, including aircraft grooming, on-airport transportation for crews and passengers, and minor repairs and services not requiring a certified mechanic.

6. **Fuel Facilities and Fuel Supply.** At least two (2) metered and filter-equipped dispensers, fixed and/or mobile, for dispensing 100-octane aviation and jet fuels from storage tanks having a minimum capacity of 10,000 gallons each. Mobile dispensing equipment shall have a total capacity of at least 500 gallons for each grade and/or type of fuel. Twenty-four hour self-serve fuel systems may be permitted; provided that all other applicable operating standards are met, and there is at least one

(1) metered and filter-equipped dispenser, for dispensing 100-octane aviation fuel, from a storage tank having a minimum capacity of 10,000 gallons. All equipment must conform to any applicable federal, state and local laws or regulations, and the Lessee must provide written certification from the equipment supplier of such compliance prior to installation.

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 of up to 60,000 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 fuel supplier to ensure continuous supply of aviation and jet fuel.

Except for self-serve facility minimum requirements, the requirements of the subsection may be modified based on the scope of Lessee's operations. Self-serve providers shall be responsible for ample lighting and access to the facility, and otherwise ensure that aircraft may be fueled in a safe and efficient manner.

7. **Hours of Operation.** The normal operating hours will be from 7 a.m. to 7 p.m., 7 days per week. Emergency "on call" service will be provided during off duty hours, and "on call" phone numbers will be clearly posted at any self-serve fuel facility.

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 limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	\$1,000,000 occurrence/aggregate
Products/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Auto Liability (including non-owned and hired)	\$1,000,000 occurrence/aggregate
Hangar Keepers Liability	\$1,000,000 occurrence/aggregate

Self Serve Operators (for tenants providing self-serve services to the public), the following minimum limits shall be required:

Premises and Operations Liability	\$3,000,000 occurrence/aggregate
Contractual Liability	\$3,000,000 occurrence/aggregate
Products/Completed Operations Liability	\$3,000,000 occurrence/aggregate
Auto Liability (including non-owned and hired)	\$1,000,000 occurrence/aggregate
Hangar Keepers Liability	\$1,000,000 occurrence/aggregate

Type 2 Minimum Requirements - Airframe and Power Plant Repair

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor 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 suitable square feet to provide temporary storage and parking of aircraft.

4. **Personnel.** At least two (2) employees currently certified by the FAA to perform airframe and/or power plant repair. At least one (1) of these employees must be appropriately rated to perform 100-hour and annual inspections.

5. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 5 days per week.

6. **Equipment.** Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations and FAA requirements.

7. **Services.** Equipment and trained personnel to service aircraft of up to 12,500 pounds maximum gross weight.

An "on-call" arrangement with an outside contractor to provide 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.

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 limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Products/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Hangar Keepers Liability	\$1,000,000 occurrence/aggregate

Type 3 Minimum Requirements - Avionics Instruments and/or Propeller Repair Service

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.

2. **Buildings**. A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.

3. **Personnel**. At least one (1) employee for each repair activity, certified by the Federal Aviation Administration, in accordance with the terms of the Repair Station Certificate.

4. **Hours of Operation**. The normal operating hours will be from 8:00 a.m. to 5 p.m., 5 days per week.

5. **Insurance Coverage**. Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Products/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Hangar Keepers Liability	\$1,000,000 occurrence/aggregate

Type 4 Minimum Requirements – Flight Training

1. **Land**. A leasehold area of suitable square feet to provide space for all buildings, parking of aircraft, employee parking, and customer parking.

2. **Buildings**. A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, student briefing and classroom area, instructor lounge, flight planning area, and telephone service to the Flight Service Station and/or the United States Weather Bureau.

3. **Paved Ramp**. A leased or constructed paved ramp consisting of adequate square feet suitable for storage and parking of aircraft.

4. **Personnel**. At least one (1) Certified Flight Instructor employed full-time plus additional part-time and/or on-call Certified Flight Instructors sufficient in number to meet service demands and currently certified by the Federal Aviation Administration, with appropriate ratings to provide ground instruction, private, commercial, instrument and multi-engine flight training.

5. **Aircraft**. A total of at least three (3) airworthy, properly equipped aircraft to include at least one (1) airworthy, properly equipped single-engine; and one (1) airworthy properly equipped multi-engine aircraft owned or leased in writing to the

Lessee. All aircraft shall be equipped with instrumentation commensurate with the type of training to be conducted.

6. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 7 days per week.

7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Product/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Aircraft Including Passenger Liability	\$5,000,000 occurrence/aggregate

Type 5 Minimum Requirement – Aircraft Rental

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, flight planning area, and telephone service to the Flight Service Station and/or the United States Weather Bureau.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of adequate square feet to provide for storage and parking of aircraft.

4. **Personnel.** At least one (1) Certified Flight Instructor employed full-time plus additional part-time and/or on-call Certified Flight Instructors sufficient in number to meet service demands with ratings appropriate for aircraft rent, currently certified by the Federal Aviation Administration.

5. **Aircraft.** A total of at least three (3) airworthy, properly equipped aircraft to include at least one (1) airworthy, properly equipped single-engine; and one (1) airworthy, properly equipped multi-engine aircraft owned or leased in writing to the Lessee.

6. **Hours of Operation.** The normal operating hours will be from 7:00 a.m. to 7:00 p.m., 7 days per week.

7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Product/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Aircraft Including Passenger Liability	\$5,000,000 occurrence/aggregate

Type 6 Minimum Requirements – Aircraft Sales

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor 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 adequate square feet suitable for storage, parking, and display of aircraft.

4. **Personnel.** At least one (1) commercial pilot currently certified by the Federal Aviation Administration with ratings appropriate for the types of aircraft; dealers shall hold a dealership license or permit, if required.

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, in accordance with any federal, state, local laws, regulations, or rules.

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 a aircraft and associates during warranty periods of new aircraft.

8. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 5 days per week.

9. **Insurance Coverage.** Obtain and maintain continuously in effect all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$500,000 occurrence/aggregate
Contractual Liability	Included Above
Product/Completed Operations Liability	\$500,000 occurrence/aggregate
Aircraft Liability (including Passenger liability)	\$1,000,000 occurrence/aggregate
Hull Coverage	(To be determined at the sole discretion of Lessor based on the scope of Lessee's operations).
Contents Coverage on Inventory	(To be determined at the sole discretion of Lessor based on the scope of Lessee's operations).

Type 7 Minimum Requirements – Air Taxi Commuter Airline Operations

Lessees engaging in air taxi and/or commuter airline operations must be certified by the Federal Aviation Administration under Federal Aviation Regulation Part 135 or Part 121 and registered with the Civil Aeronautics Board under the Economic Regulations of Part 298, and meet the following minimum standards.

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, pilot and passenger lounge, restaurant and/or appropriate vending machines, and telephone service to the Flight Service Station and/or the United States Weather Bureau.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of suitable square feet for parking and storage of aircraft.

4. **Personnel.** At least one (1) commercial and/or airline transport pilot employed full-time plus such additional pilots part-time and/or on-call sufficient in number to meet service demands, currently certificated by the Federal Aviation Administration and appropriately rated to conduct the air taxi and/or commuter airline service offered.

5. **Aircraft.** A minimum of one (1) airworthy, properly equipped single-engine airplane; and one (1) airworthy, properly equipped multi-engine airplane are

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 which will be owned or leased in writing to the Lessee, and will be airworthy and meet all requirements of the certificate held. Such aircraft shall be under the full operational control of the Lessee.

6. **Hours of Operation.** The normal operating hours will be from 7 a.m. to 7 p.m., 7 days per week, and all other times deemed appropriate by the Lessee. Lessee shall have at least one (1) qualified pilot on standby during off duty hours.

7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$5,000,000 occurrence/aggregate
Contractual Liability	Included Above
Product/Completed Operations Liability	\$5,000,000 occurrence/aggregate
Aircraft Including Passenger Liability	\$5,000,000 occurrence/aggregate

(At the sole discretion of Lessor, higher limits may be required depending on aircraft size and scope of operation).

Type 8 Minimum Requirements – Specialized Commercial Flight Services

- 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 suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.

3. **Personnel**. At least one (1) commercial pilot certified by the Federal Aviation Administration, who is appropriately rated to conduct the specialized flight services offered.

4. **Aircraft**. At least one (1) properly certified aircraft capable of performing the specialized service offered, owned or leased in writing to the Lessee.

5. **Hours of Operation**. The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 5 days per week.

6. **Insurance Coverage**. Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability
Contractual Liability
Product/Completed Operations
Liability
Aircraft Including Passenger
Liability

(To be determined at the sole discretion of Lessor, on a case by case basis and reasonably related to the activities to be conducted).

Type 9 Minimum Requirements – Multiple Services

1. **Land**. The 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, employee parking, and customer parking. However, a minimum leasehold area of suitable square feet will be required for multiple services.

2. **Buildings**. Lessee shall lease or construct a building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor 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 suitable 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 certified, rated and/or trained to carry out their assigned duties.

5. **Aircraft**. All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except

aerial applicator (agricultural) aircraft, to meet multiple service requirements. All aircraft must be owned or leased in writing to the Lessee and under the full operational control of the Lessee.

6. **Equipment.** All equipment specifically required for each activity must be provided.

7. **Services.** All services specifically required for each activity must be provided during the hours of operation.

8. **Hours of Operation.** The Lessee will adhere to the operating schedule as required for each activity.

9. **Insurance Coverage.** Lessee shall obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of the aggregation of individual insurance requirements for aeronautical services to be undertaken by a single operator with insurance limits selected at the sole discretion of Lessor on a case by case basis reasonably related to the services to be provided.

Type 10 Minimum Requirements – Flying Clubs

The following requirements pertain to all flying clubs desiring to base their aircraft at the airport.

1. Regulations

Prior to commencement of aeronautical activities, each club must obtain approval from the City and secure a lease and operating agreement for proposed activities. Prior to and during the term of the lease and operating agreement, each club, at the request of the City, will submit sufficient documentation to establish ownership, financial status, and technical ability, in addition to adhering to the following regulations, to wit:

a. 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.

b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular

members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a lessee based on the airport and who provides flight training. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time. Any other aircraft maintenance or repair work performed at the City Airport shall be performed only by a qualified mechanic who has a license to do such business within the Winter Haven City limits.

c. 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.

d. The flying club, with its permit request, shall furnish the Lessor a copy of its charter and by-laws, 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; 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.

e. 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.

f. 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.

2. **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 consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Product/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Aircraft Including Passenger Liability	\$1,000,000 occurrence/aggregate

Type II Minimum Requirements – Airport Tenant

1. **Land**. A leasehold area of land and buildings which shall be improved in accordance with applicable zoning ordinances and regulations pertaining to the Airport and the Airport Master Plan, as approved by the City and the Federal Aviation Administration.

2. **Restrictions**. Prohibited from engaging in any of the activities defined by Type I through Type 10 Minimum Requirements described herein, or any other aeronautical activity without approval of the City.

3. **Responsibility**. Be responsible that aircraft operated from the property leased or occupied by tenant are operated by personnel who hold appropriate and current Federal Aviation Administration Pilot Certificates and Medical Certificates, and that all activities (aeronautical and non-aeronautical) are conducted in accordance with all Federal, State, and local rules and regulations.