

ARTHUR BILLINGSLEY
BOARD MEMBER

JOHN P. BROWNING, JR.
BOARD MEMBER

SARA MAXFIELD
BOARD MEMBER

MELISSA MILLER, ESQ
BOARD MEMBER

VIN WEBSTER
BOARD MEMBER



ROBERTA CORREA
MAYOR

MARCIA CARTY, CPA, CGFO
CITY MANAGER

YUL MCNAIR
AIRPORT MANAGER

JANE WEST, ESQ
CITY ATTORNEY

KAREN HAYES
CITY CLERK

AGENDA
AIRPORT ADVISORY BOARD MEETING
April 29, 2026 at 12:00 PM

1. CALL TO ORDER

- a. Roll Call
- b. Introductions

2. AIRPORT UPDATE / OVERVIEW

- a. Airport Overview
- b. Operations Report
- c. Financial Report Year to Date for the Months Ended March 31, 2026

3. AIRPORT DISCUSSION ITEMS

- a. Role of AAB
- b. Selection of Chair

4. AIRPORT INITIATIVES

- a. Rules and Regulations
- b. Minimum Standards
- c. Airport Compliance
 - a) Operational
 - b) Financial / Accounting

5. PUBLIC COMMENTS

6. ADJOURN

NOTICES: PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERKS OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.



Palatka Municipal Airport Overview

For Palatka Airport Advisory Board

April 29, 2026

Palatka Municipal Airport

- Recent Accomplishments
- State System Position (Traffic)
- Traffic Origins and Destinations
- What's Happening Today
- Where Are We Going
- What's Coming

Palatka Municipal Airport

Recent Accomplishments

1. **Successfully passed the annual FDOT Airfield Inspection, annual Fuel Quality Assurance Inspection and the Alachua County Environmental Protection Inspection.**
2. **Completed FDOT Project Airfield Pavement (Painting) Markings.**
3. **Completed FDOT Project Tree Obstruction Removal.**
4. **Substantially Completed Installation and Replacement of Emergency Generators (Terminal Building and Fuel Farm).**



Palatka Municipal Airport

8th Busiest Non-towered Airport in FL

FY2026 FCT Outreach — Table 1

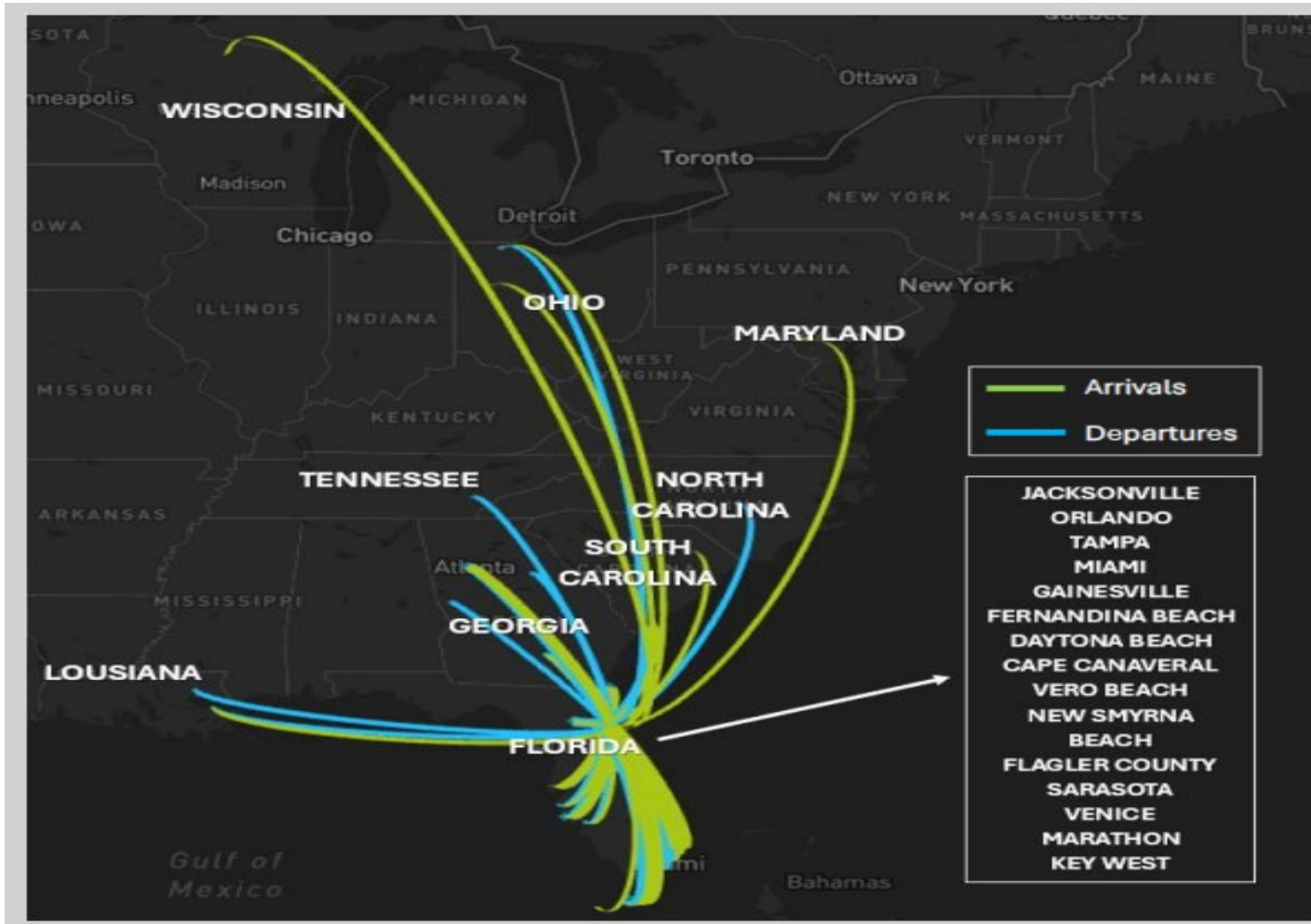
Shortlist B feasibility table for high-ops non-towered sponsor outreach.

Shortlist B (Feasible) — High-Ops Non-Towered Outreach (ADS-B-derived 2025 indicators)

LID	Airport	2025 Ops (ADS-B)	Ops/Day
X51	Miami Homestead General Aviation	157,083	430.4
DED	DeLand Municipal / Sidney H. Taylor Field	139,484	382.1
X59	Valkaria	122,658	336.0
F45	North Palm Beach County General Aviation	117,731	322.6
VNC	Venice Municipal	116,638	319.6
COI	Merritt Island	115,565	316.6
LNA	Palm Beach County Park	112,385	307.9
28J	Palatka Municipal / Lt. Kay Larkin Field	100,422	275.1
GIF	Winter Haven Regional	93,303	255.6
PHK	Palm Beach County Glades	90,136	246.9
VDF	Tampa Executive	86,261	236.3
X26	Sebastian Municipal	84,785	232.3
OBE	Okeechobee County	83,387	228.5
MKY	Marco Island Executive	68,316	187.2
IMM	Immokalee Regional	65,279	178.8

Source: approved AO proposal; operational indicators derived from ADS-B data (VirTower).

Palatka Municipal Airport



Palatka Municipal Airport



PASSERO
architecture engineering

PHASE 1 - CORPORATE JET CENTER CONCEPT

2400010.0075
AUGUST 27, 2025
PALATKA, FLORIDA

CITY of *Palatka*

Palatka Municipal Airport



PASSERO
architecture engineering

PHASE 2 - CORPORATE JET CENTER CONCEPT

2400010.0075
AUGUST 27, 2025
PALATKA, FLORIDA

CITY of *Palatka*

Palatka Municipal Airport



PASSERO
architecture engineering

PHASE 1-TAXIWAY E CORPORATE HANGAR DEVELOPMENT CONCEPT

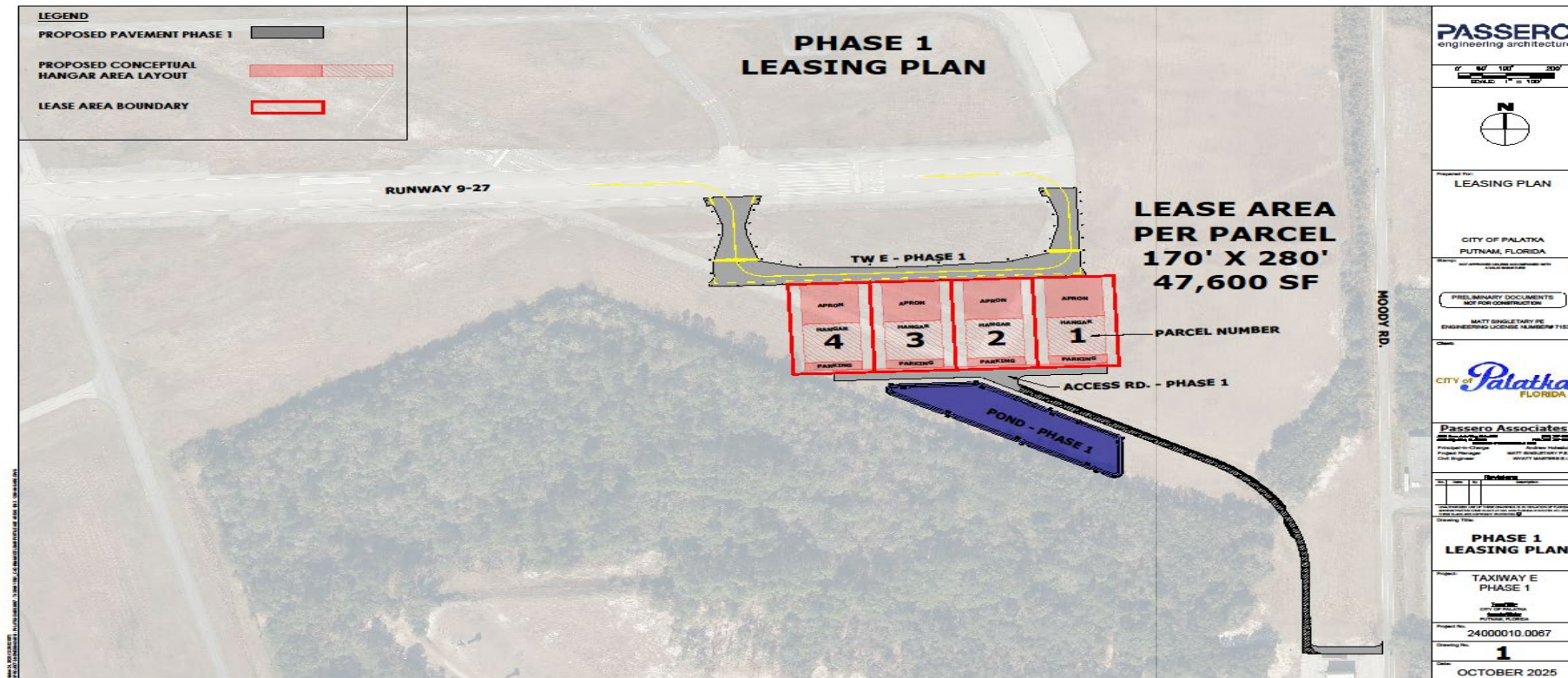
2400010.0067
AUGUST 27, 2025
PALATKA, FLORIDA

CITY of *Palatka*

What's Happening (Corporate Hangar Complex)



Palatka Municipal Airport



Palatka Municipal Airport

Compliance Activity



1. **Active FAA Part 13 regarding Building W4 and Skeet Range.**
(FAA is reviewing requested documentation from the City of Palatka)
2. **Land Release 2**
The FAA has expressed concerns regarding the Runway Visibility Zone (RVZ) and has provided the City of Palatka with three (3) options to consider in order to move forward with the next step of the release process, which consists of public notice in the Federal Register.
3. **Standard Aircraft Storage/Commercial Lease Update/Replacement**
4. **Finance/Accounting Compliance Assessment**

Palatka Municipal Airport

- Where Are We Going



Palatka Municipal Airport

- What's Coming (eVTOL Aircraft Solution) 2028



Airport Operations
Snapshot Local Time

Start Date 10/01/2025 00:00 LT
 End Date 03/31/2026 23:59 LT

Creation 04/21/2026 09:08
 User k28j=airport
 Customer ID K28J

Summary

Landings		Take-Offs		Totals	
Single Engine	19500	Single Engine	19992	Single Engine	39492
Single Engine Turbine	265	Single Engine Turbine	266	Single Engine Turbine	531
Multi Engine	4041	Multi Engine	4042	Multi Engine	8083
Multi Engine Turbine	7	Multi Engine Turbine	7	Multi Engine Turbine	14
Business Jet	59	Business Jet	56	Business Jet	115
Helicopter	179	Helicopter	143	Helicopter	322
Military	46	Military	40	Military	86
Military Helicopter	366	Military Helicopter	339	Military Helicopter	705
Light Sport Aircraft	12	Light Sport Aircraft	11	Light Sport Aircraft	23
Glider	7	Glider	4	Glider	11
Other	9	Other	11	Other	20
TOTAL	24491	TOTAL	24911	TOTAL	49402

FAA AAC/ADG Summary

Landings		Take-Offs		Totals	
A1	23227	A1	23718	A1	46945
A2	275	A2	275	A2	550
B1	69	B1	66	B1	135
B2	25	B2	25	B2	50
B3	31	B3	30	B3	61
C1	2	C1	2	C1	4
C2	11	C2	11	C2	22
HEL	539	HEL	472	HEL	1011
UKN	312	UKN	312	UKN	624
TOTAL	24491	TOTAL	24911	TOTAL	49402

Operations by Aircraft Type

Single Engine		Single Engine Turbine	Multi Engine			Multi Engine Turbine		Business Jet	Jet 2	Jet NB			Jet 4		Jet WB	Helicopter	
8K	3	C208	491	AC50	10	B350	2	BE40	2							A109	1
8KCAB	6	K100	2	ACAM	2	B90	2	C25C	2							A169	2
A75N1	2	PA46	8	AEST	17	BE20	2	C25M	2							AS50	1
AA1	26	PC12	30	B55	2	BE9L	2	C501	8							B06	139

Airport Operations

Snapshot Local Time

Start Date

10/01/2025 00:00 LT

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03/31/2026 23:59 LT

Creation

04/21/2026 09:08

User

k28j=airport

Customer ID

K28J

Single Engine		Single Engine Turbine	Multi Engine		Multi Engine Turbine	Business Jet		Jet 2	Jet NB		Jet 4		Jet WB		Helicopter	
AA1B	2		B58	2	C441	2	C510	5							B407	25
AA5	50		BE50	4	MU2	2	C525	10							EC35	1
AA5B	4		BE55	1	SC7	2	C560	2							EN28	1
AC11	8		BE58	24			C56X	4							H269	18
AG5B	2		BE95	16			C680	6							MI17	8
AL11	4		C310	69			C68A	14							R22	1
ALIG	2		C310Q	2			C700	4							R44	48
B19	2		C337	8			CL60	2							R66	1
B33	28		C414	2			CL61	2							S92	3
BDOG	12		C421	12			E50P	8							Others	73
BE19	11		DA42	6597			E545	2								
BE23	10		DC3	61			E55P	6								
BE24	113		G44	3			EA50	6								
BE33	56		LC320	2			F2LX	2								
BE35	191		P06T	2			F900	2								
BE36	116		P2006T	2			FA50	2								
BE45	10		PA23	13			G150	4								
BERKUT	1		PA27	14			H25B	6								
BL8	85		PA30	15			HA-420	4								
BRISTELL	29		PA31	12			HDJT	4								
C140	2		PA34	832			LJ45	2								
C150	648		PA44	353			LJ60	2								
C152	365		T50	6			SF50	2								
C170	7															
C172	28456															
C177	84															
C180	12															
C182	1117															
C185	48															
C190	2															
C206	2															
C210	37															
C240	2															
C72R	2															
CC11	2															
CC18	10															
CH2000	4															
CH750	4															
CH7A	47															

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K28J

Single Engine		Single Engine Turbine	Multi Engine	Multi Engine Turbine	Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter
CH7B	2									
CH8B	152									
CJ6	6									
COL3	18									
COL4	6									
COZY	47									
CRUZ	2									
CTSW	8									
CX300	1									
DA40	238									
E300	106									
EA300	9									
Edge540	7									
EDGE 540	6									
ERCO	8									
EXNG	34									
Express	4									
Extra	14									
Forney1	3									
FWP 149D	6									
GB1	17									
GLAS	264									
GLASSAIR 3	4									
GLST	8									
HROC	2									
JPRO	2									
KIS4	4									
LANCAIR	3									
LASER Z2300	3									
LEG2	2									
LGEZ	2									
LNC2	1									
LNC4	26									
LNCE	39									
LSA	7									
M20	136									
M20P	69									
M20T	40									
M-7	2									

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Single Engine		Single Engine Turbine	Multi Engine	Multi Engine Turbine	Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter
Magnum	42									
MUS2	12									
MustangII	11									
NG5	8									
P28A	3236									
P28B	2									
P28R	39									
P28U	6									
PA12	2									
PA18	5									
PA22	6									
PA24	45									
PA28	1110									
PA32	145									
PA38	12									
PA46	21									
PantherLS	6									
PETR	54									
Risen	12									
RISN	3									
RV10	29									
RV12	66									
RV14	61									
RV4	31									
RV6	61									
RV7	50									
RV8	22									
RV9	33									
S21	2									
S22T	96									
S2A	7									
S-2C	1									
S330	6									
S6	2									
SD4	4									
SEARLEY	2									
SIRA	135									
SLG2	5									
SONX	108									
Sportsman	2									

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Single Engine	Single Engine Turbine	Multi Engine	Multi Engine Turbine	Business Jet	Jet 2	Jet NB	Jet 4	Jet WB	Helicopter
SR20	88								
SR22	128								
SU31	1								
SX300	6								
SX 3000	2								
T206	19								
T6	84								
TB10	2								
TWEN	2								
UIC	4								
VELO	12								
Velocity	2								
VL3	2								
WACF	603								
WOOLEY	5								
XL2	76								
Others	24								

Military		Military Helicopter		Light Sport Aircraft		Glider		UAV		Blimp		Balloon		GND Emergency		GND Vehicle A		Other	
C27J	8	A119	2	BristellS	2	GLST	11											Others	20
Others	78	AS65	158	MX2	2														
		EC45	16	Searey	13														
		H47	5	SLG2	2														
		H60	512	SLH4	2														
		Others	12	Stingsport	2														

Activity Summary

LANDING RWY 09	12406
LANDING RWY 17	936
LANDING RWY 27	8683
LANDING RWY 35	2466
TAKEOFF RWY 09	12419
TAKEOFF RWY 17	1219
TAKEOFF RWY 27	8853
TAKEOFF RWY 35	2420
T&G RWY 09	5004

Airport Operations

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03/31/2026 23:59 LT

Creation

User

Customer ID

04/21/2026 09:08

k28j=airport

K28J

T&G RWY 17	355
T&G RWY 27	3502
T&G RWY 35	1001

This report was generated using sensors monitoring aircraft operations at the selected airport and may not contain aircraft that do not have ADS-B. Airports that have multiple sensors deployed will also feature aircraft fitted with transponders only. The information presented is correct to the best of our knowledge from available sensors at the time: Les Goldsmith, President VirTower LLC

STAFF REPORT

DATE: April 29, 2026
TO: City of Palatka Airport Advisory Board
FROM: City Staff

APPLICATION REQUEST

The Board members are being asked to review the March 2026 financial reports.

BACKGROUND

PROJECT ANALYSIS

For the month ended March 31, 2026, total revenues received year-to-date are \$1,076,756.27, consisting of Federal and State grants, operating revenues, and other revenues. Expenses and transfers total \$1,044,128, resulting in a year-to-date net position of \$32,628.13.

The total Airport budget is \$5,170,276, of which 24% has been realized in revenues and 23% has been realized in expenditures.

Staff Recommendation

Accept the financial report.

ATTACHMENTS

1.	Airport Financials - March 2026
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City of Palatka
AIRPORT REVENUES EXPENDITURES ESTIMATED VS. ACTUAL MONTHLY REPORT

50 % Yr Complete For Fiscal Year: 2026 / 3

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2025 BUDGET	2025 REV_YTD	2026_BUDGET	CURRENT _MONTH	CURRENT_YTD	ENCUMBERED	2026 REMAINING BALANCE	PERCENT REALIZED	
AIRPORT FUND										

AIRPORT REVENUES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 50 % Yr Complete For Fiscal Year: 2026 / 03

FEDERAL GRANTS										
005-00-389-2-8109	FAA West Taxilanes & Apron Fed	17,000.00	0.00	0.00	0.00	0.00		0.00	0.00%	
005-00-389-2-8110	Fed FAA Taxiway "E"cho	227,234.00	67,024.13	95,309.00	0.00	16,350.19		78,958.81	17.15%	
005-00-389-2-8932	FAA AIRPORT AGIS SURVEY & MAPP	137,025.00	2,025.00	31,118.00	0.00	14,656.50		16,461.50	47.10%	
005-00-389-2-8933	FAA Airport Aircraft Transient	0.00	0.00	67,760.00	18,852.75	52,920.75		14,839.25	78.10%	
		-----	-----	-----	-----	-----		-----	-----	
	TOTAL	381,259.00	69,049.13	194,187.00	18,852.75	83,927.44		110,259.56	44.00%	
STATE GRANTS										
005-00-389-3-7500	FDOT MASTER PLAN APD49	285,000.00	16,401.36	115,000.00	0.00	89,250.00		25,750.00	77.61%	
005-00-389-3-8000	RCO LEASE (BEACON GRANT)	0.00	342.00	0.00	342.00	342.00		-342.00	0.00%	
005-00-389-3-8906	FDOT GRANT OBSTRUCTION/TREE RE	0.00	25,314.03	0.00	0.00	0.00		0.00	0.00%	
005-00-389-3-8922	FDOT West Taxilanes & Apron st	15,621.00	82,643.42	0.00	0.00	0.00		0.00	0.00%	
005-00-389-3-8923	FDOT RWY 9 Obstruction Tree Re	539,479.00	170,014.26	71,066.00	0.00	49,461.93		21,604.07	69.60%	
005-00-389-3-8924	FDOT Wildlife Hazard Assessmen	8,600.00	0.00	0.00	0.00	0.00		0.00	0.00%	
005-00-389-3-8925	FDOT Bulk Hangar (W1-3) Apron	99,000.00	0.00	0.00	0.00	0.00		0.00	0.00%	
005-00-389-3-8926	FDOT RWY 9/27 EXT feasibility	100,000.00	0.00	100,000.00	0.00	0.00		100,000.00	0.00%	
005-00-389-3-8927	FDOT Access Control & Gate Imp	104,846.00	51,872.50	0.00	0.00	0.00		0.00	0.00%	
005-00-389-3-8928	FDOT CORPORATE	262,500.00	0.00	900,000.00	0.00	55,705.00		844,295.00	6.19%	
005-00-389-3-8929	FDOT Emergency Generators	248,000.00	59,995.00	179,863.00	0.00	0.00		179,863.00	0.00%	
005-00-389-3-8930	FDOT TAXIWAY 'E'CHO	19,676.00	7,447.12	5,017.00	0.00	403.56		4,613.44	8.04%	
005-00-389-3-8931	FDOT AIRPORT AGIS SURVEY & MAP	15,225.00	225.00	3,458.00	0.00	1,628.50		1,829.50	47.09%	
005-00-389-3-8932	FDOT Airport RW 9/27 E END APP	500,000.00	0.00	500,000.00	0.00	0.00		500,000.00	0.00%	
005-00-389-3-8933	FDOT WILDLIFE HAZARD TRENCH F	600,000.00	0.00	300,000.00	0.00	0.00		300,000.00	0.00%	
005-00-389-3-8934	FDOT AIRPORT AIRCRAFT TRANSIEN	0.00	0.00	3,566.00	992.25	992.25		2,573.75	27.83%	
005-00-389-3-8935	AIRPORT RUNWAY MARKING REHAB 9	0.00	0.00	200,000.00	0.00	0.00		200,000.00	0.00%	
		-----	-----	-----	-----	-----		-----	-----	
	TOTAL	2,797,947.00	414,254.69	2,377,970.00	1,334.25	197,783.24		2,180,186.76	9.00%	
		-----	-----	-----	-----	-----		-----	-----	
	TOTAL GRANTS	3,179,206.00	483,303.82	2,572,157.00	20,187.00	281,710.68		2,290,446.32	11.00%	
		-----	-----	-----	-----	-----		-----	-----	
OPERATING REVENUES										
005-00-344-1-1010	100 LL AVIATION FUEL	630,000.00	180,258.40	648,900.00	55,993.69	237,502.30		411,397.70	36.60%	
005-00-344-1-1020	JET A AVIATION FUEL	400,000.00	137,083.63	412,000.00	37,710.20	120,653.28		291,346.72	29.28%	

City of Palatka
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50 % Yr Complete For Fiscal Year: 2026 / 3

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005-00-344-1-1030	DONATIONS-FLY-IN EVENT	20,000.00	0.00	20,600.00	0.00	0.00		20,600.00	0.00%	
005-00-344-1-1200	TIE DOWN FEES/VEHICLE PARKING	4,000.00	2,718.00	4,120.00	1,278.00	6,371.75		-2,251.75	154.65%	
005-00-344-1-1400	VENDING	800.00	0.00	824.00	0.00	0.00		824.00	0.00%	
005-00-344-1-1700	AVIATION LUBRICANTS	2,000.00	725.14	2,060.00	589.01	1,828.92		231.08	88.78%	
005-00-344-1-1800	MERCHANDISE SALES	1,000.00	434.17	1,808.00	140.00	930.00		878.00	51.44%	
005-00-362-0-1000	HANGAR RENTALS	392,524.00	169,957.11	404,300.00	55,703.31	204,117.97		200,182.03	50.49%	
005-00-362-0-1100	HANGAR MAINT FEE	19,200.00	10,814.99	19,776.00	3,250.00	12,020.53		7,755.47	60.78%	
005-00-362-0-2000	LAND LEASE	4,000.00	2,125.00	4,120.00	425.00	2,550.00		1,570.00	61.89%	
005-00-362-0-3000	BUILDING RENTAL	20,000.00	7,050.00	20,600.00	2,950.00	12,625.00		7,975.00	61.29%	
	TOTAL	1,493,524.00	511,166.44	1,539,108.00	158,039.21	598,599.75		940,508.25	39.00%	
	OTHER REVENUES									
005-00-364-0-1001	LOSS ON SALE/DISPOSAL OF ASSET	0.00	60,825.00	0.00	0.00	0.00		0.00	0.00%	
005-00-365-0-0000	SURPLUS EQUIPMENT-AIRPORT	2,250.00	0.00	2,318.00	0.00	0.00		2,318.00	0.00%	
005-00-369-9-1000	MISCELLANEOUS REVENUES	3,500.00	3,796.00	3,605.00	1,506.59	3,613.16		-8.16	100.23%	
005-00-369-9-1001	E-PAYABLES REVENUE SHARE	300.00	273.75	309.00	23.61	184.48		124.52	59.70%	
005-00-369-9-2000	REFUNDS/REIMBURSEMENTS	0.00	872.74	0.00	0.00	0.00		0.00	0.00%	
005-00-369-9-4000	INSURANCE CLAIMS - AIRPORT	0.00	4,235.00	25,000.00	0.00	25,000.00		0.00	100.00%	
	TOTAL	6,050.00	70,002.49	31,232.00	1,530.20	28,797.64		2,434.36	92.00%	
	TRANSFERS									
005-00-381-0-0000	TRANSFER FROM GENERAL	284,340.00	142,170.00	200,000.00	16,667.00	100,002.00		99,998.00	50.00%	
	TOTAL	284,340.00	142,170.00	200,000.00	16,667.00	100,002.00		99,998.00	51.00%	
	LOAN PROCEEDS									
	TOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00%	
	TOTAL REVENUES	4,963,120.00	1,206,642.75	4,342,497.00	196,423.41	1,009,110.07		3,333,386.93	24.00%	
	CASH BALANCE FORWARD									
005-00-301-0-0000	OPERATING CASH BALANCE FORWARD	38,155.00	0.00	38,155.00	0.00	0.00		38,155.00	0.00%	
005-00-302-0-0000	SURPLUS LAND BALANCE FORWARD	169,000.00	0.00	133,865.00	0.00	67,646.20		66,218.80	50.53%	
	TOTAL	207,155.00	0.00	172,020.00	0.00	67,646.20		104,373.80	40.00%	

City of Palatka
AIRPORT REVENUES EXPENDITURES ESTIMATED VS. ACTUAL MONTHLY REPORT

50 % Yr Complete For Fiscal Year: 2026 / 3

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2025 BUDGET	2025 REV_YTD	2026_BUDGET	CURRENT _MONTH	CURRENT_YTD	ENCUMBERED	2026 REMAINING BALANCE	PERCENT REALIZED	
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TOTAL REV, TRFS & CASH BALANCE	5,170,275.00	1,206,642.75	4,514,517.00	196,423.41	1,076,756.27			3,437,760.73	24.00%	
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AIRPORT EXPENDITURES / ESTIMATED VS. ACTUAL MONTHLY REPORT / 50 % Yr Complete For Fiscal Year: 2026 / 03

PERSONNEL SERVICES

005-05-542-1-1100	EXECUTIVE SALARIES	101,010.00	46,978.04	106,197.00	7,769.60	48,668.28	0.00	57,528.72	45.83%
005-05-542-1-1200	REGULAR SALARIES	173,750.00	89,578.00	204,204.00	14,240.19	89,432.39	0.00	114,771.61	43.80%
005-05-542-1-1400	OVERTIME	7,644.00	5,784.41	6,500.00	2,160.17	10,183.98	0.00	-3,683.98	156.68%
005-05-542-1-2100	FICA TAX EXPENSE	21,604.00	10,611.45	24,243.00	1,794.36	11,002.18	0.00	13,240.82	45.38%
005-05-542-1-2200	RETIREMENT EXPENSE	86,698.00	34,009.87	75,753.00	5,527.46	34,214.26	0.00	41,538.74	45.17%
005-05-542-1-2300	HEALTH AND LIFE INSURANCE	18,463.00	12,737.63	58,627.00	1,936.72	12,104.52	0.00	46,522.48	20.65%
005-05-542-1-2400	WORKERS COMP	7,784.00	2,026.75	8,173.00	2,042.34	6,127.02	2,042.34	3.64	74.97%

TOTAL	416,953.00	201,726.15	483,697.00	35,470.84	211,732.63	2,042.34	269,922.03	44.00%	
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OPERATING EXPENSES

005-05-542-3-3100	PROFESSIONAL SERVICES	29,500.00	8,792.86	19,996.00	1,840.00	5,257.00	620.00	14,119.00	26.29%
005-05-542-3-3120	PRE-EMPLOYMENT EXPENSE	1,000.00	149.52	1,050.00	0.00	0.00	0.00	1,050.00	0.00%
005-05-542-3-3200	ACCOUNTING AND AUDITING	5,287.00	0.00	9,387.00	0.00	0.00	951.96	8,435.04	0.00%
005-05-542-3-4020	SCHOOLING, CONFERENCE, ETC	5,000.00	0.00	5,250.00	519.44	554.44	0.00	4,695.56	10.56%
005-05-542-3-4100	COMMUNICATIONS SERVICES	16,000.00	1,348.50	16,800.00	1,012.56	7,120.18	0.00	9,679.82	42.38%
005-05-542-3-4200	POSTAGE AND FREIGHT	300.00	0.00	315.00	0.00	0.00	0.00	315.00	0.00%
005-05-542-3-4310	NATURAL GAS	1,000.00	578.50	1,050.00	446.89	812.71	0.00	237.29	77.40%
005-05-542-3-4315	UTILITIES-WATER	8,000.00	3,444.63	8,400.00	579.36	3,569.24	0.00	4,830.76	42.49%
005-05-542-3-4320	ELECTRICITY	20,000.00	12,543.85	21,000.00	2,928.90	17,633.45	0.00	3,366.55	83.97%
005-05-542-3-4330	CREDIT CARD FEES	30,000.00	15,029.22	31,500.00	4,033.64	16,646.03	0.00	14,853.97	52.84%
005-05-542-3-4400	RENTALS AND LEASES	11,700.00	213.30	12,285.00	35.50	213.00	213.00	11,859.00	1.73%
005-05-542-3-4500	LIABILITY INSURANCE	84,083.00	7,141.00	88,287.00	20,248.09	60,744.27	20,248.09	7,294.64	68.80%
005-05-542-3-4510	INSURANCE CLAIMS REIMBURSABLE	0.00	4,735.00	0.00	0.00	0.00	0.00	0.00	0.00%
005-05-542-3-4610	BUILDING MAINTENANCE	36,717.00	7,271.94	27,500.00	441.19	6,569.48	35.91	20,894.61	23.89%
005-05-542-3-4615	HANGAR MAINTENANCE	30,000.00	7,761.00	33,000.00	3,100.00	12,751.98	0.00	20,248.02	38.64%
005-05-542-3-4620	EQUIPMENT/FIELD MAINTENANCE	48,958.00	10,928.06	31,350.00	797.55	4,249.84	4,310.00	22,790.16	13.56%
005-05-542-3-4630	VEHICLE MAINTENANCE	5,000.00	413.22	5,250.00	11.50	990.90	0.00	4,259.10	18.87%
005-05-542-3-4650	GROUND LANDSCAPING	57,750.00	20,850.67	53,800.00	4,295.67	23,028.35	0.00	30,771.65	42.80%
005-05-542-3-4800	ADVERTISING	5,000.00	0.00	5,250.00	0.00	0.00	0.00	5,250.00	0.00%
005-05-542-3-4810	LEGAL ADVERTISING	1,000.00	210.40	1,050.00	0.00	0.00	600.00	450.00	0.00%
005-05-542-3-4900	FLY-IN EVENT-EXPENSES	20,000.00	0.00	11,000.00	0.00	0.00	0.00	11,000.00	0.00%
005-05-542-3-5000	FEES & FINES	0.00	90.21	0.00	2.87	105.69	0.00	-105.69	0.00%
005-05-542-3-5100	OFFICE SUPPLIES	2,082.00	700.77	1,575.00	0.00	791.24	0.00	783.76	50.24%
005-05-542-3-5170	100LL FUEL	491,684.00	149,089.78	402,588.00	32,483.76	176,502.98	85,932.20	140,152.82	43.84%

City of Palatka
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50 % Yr Complete For Fiscal Year: 2026 / 3

ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2025 BUDGET	2025 REV_YTD	2026_BUDGET	CURRENT _MONTH	CURRENT_YTD	ENCUMBERED	2026 REMAINING BALANCE	PERCENT REALIZED	
005-05-542-3-5180	JET A FUEL	264,000.00	87,792.77	198,000.00	993.89	29,502.43	50,431.03	118,066.54	14.90%	
005-05-542-3-5210	GAS AND LUBRICANTS	2,500.00	667.18	2,625.00	172.70	1,616.98	564.77	443.25	61.60%	
005-05-542-3-5220	GENERAL MERCHANDISE	5,000.00	215.71	5,250.00	0.00	1,772.07	396.00	3,081.93	33.75%	
005-05-542-3-5230	JANITORIAL SUPPLIES	2,500.00	1,221.40	2,625.00	268.66	1,191.30	7.98	1,425.72	45.38%	
005-05-542-3-5260	UNIFORMS	500.00	0.00	525.00	0.00	430.50	0.00	94.50	82.00%	
005-05-542-3-5280	OPERATING SUPPLIES	9,013.00	1,468.31	6,300.00	902.85	2,559.57	210.08	3,530.35	40.63%	
005-05-542-3-5400	MEMBR,SUBSCRIPT,DUES	6,800.00	866.00	7,140.00	216.00	251.00	0.00	6,889.00	3.52%	
005-05-542-3-6000	AIRPORT SURPLUS LAND SPEND PLA	0.00	0.00	10,500.00	0.00	0.00	0.00	10,500.00	0.00%	
	TOTAL	1,200,374.00	343,523.80	1,020,648.00	75,331.02	374,864.63	164,521.02	481,262.35	37.00%	
	CAPITAL OUTLAY									
005-05-542-6-6309	FDOT WEST TAXILANES & APRON ST	15,621.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
005-05-542-6-6400	CAPITAL OUTLAY	0.00	0.00	6,976.00	0.00	0.00	0.00	0.00	0.00%	
005-05-542-6-6450	CAPITAL IMPROVEMENTS	14,953.00	0.00	112,000.00	0.00	67,646.20	0.00	44,353.80	60.40%	
005-05-542-8-6303	FDOT Taxiway "E"CHO	19,676.00	7,447.12	5,016.00	0.00	403.56	4,130.94	481.50	8.05%	
005-05-542-8-6308	FAA West Taxilanes & Apron Fed	17,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
005-05-542-8-6310	Fed FAA Taxiway "E"cho	227,234.00	67,024.13	95,309.00	0.00	16,350.19	69,805.31	9,153.50	17.15%	
005-05-542-8-6311	FDOT RWY 9 Obstruction Tree Re	539,479.00	170,014.26	71,066.00	0.00	49,461.93	0.73	21,603.34	69.60%	
005-05-542-8-6312	FDOT Wildlife Hazard Assessmen	8,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
005-05-542-8-6314	FDOT Bulk Hangar (W1-3) Apron	99,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
005-05-542-8-6315	FDOT RWY 9/27 EXT feasibility	100,000.00	0.00	100,000.00	0.00	0.00	11,800.00	88,200.00	0.00%	
005-05-542-8-6316	FDOT Access Control & Gate Imp	104,846.00	51,872.50	0.00	0.00	0.00	0.00	0.00	0.00%	
005-05-542-8-6317	AIRPORT FDOT CORPORATE HANGAR	262,500.00	0.00	900,000.00	0.00	55,705.00	8,906.25	835,388.75	6.19%	
005-05-542-8-6318	FDOT Emergency Generators	248,000.00	59,995.00	179,863.00	0.00	0.00	0.00	179,863.00	0.00%	
005-05-542-8-6319	FAA AIRPORT AGIS SURVEY & MAPP	137,025.00	2,025.00	31,118.00	0.00	14,656.50	16,461.00	0.50	47.10%	
005-05-542-8-6320	FDOT AIRPORT AGIS SURVEY & MAP	15,225.00	225.00	3,458.00	0.00	1,628.50	1,829.00	0.50	47.09%	
005-05-542-8-6321	FDOT AIRPORT MASTER PLAN	285,000.00	16,401.36	115,000.00	0.00	89,250.00	570.00	25,180.00	77.61%	
005-05-542-8-6322	FDOT Airport RW 9/27 E END APP	500,000.00	0.00	500,000.00	0.00	0.00	0.00	500,000.00	0.00%	
005-05-542-8-6323	FDOT WILDLIFE HAZARD TRENCH F	600,000.00	0.00	300,000.00	0.00	0.00	0.00	300,000.00	0.00%	
005-05-542-8-6324	FAA AIRPORT AIRCRAFT TRANSIENT	0.00	0.00	67,760.00	18,852.75	52,920.75	14,839.25	0.00	100.00%	
005-05-542-8-6325	FDOT AIRPORT AIRCRAFT TRANSIEN	0.00	0.00	3,566.00	992.25	992.25	2,573.75	0.00	100.00%	
005-05-542-8-6326	FDOT AIRWAY RUNWAY MARKING REH	0.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00	0.00%	
	TOTAL	3,194,159.00	375,004.37	2,691,132.00	19,845.00	349,014.88	130,916.23	2,204,224.89	13.00%	
	DEBT SERVICE									
005-05-517-7-7140	PRINCIPAL-AIRPORT VEHICLE	5,493.00	5,493.01	0.00	0.00	0.00	0.00	0.00	0.00%	
005-05-517-7-7141	PRINCIPAL - GENERAL FUND LOAN	50,000.00	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00%	
005-05-517-7-7240	INTEREST-AIRPORT VEHICLE	50.00	49.98	0.00	0.00	0.00	0.00	0.00	0.00%	

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50 % Yr Complete For Fiscal Year: 2026 / 3

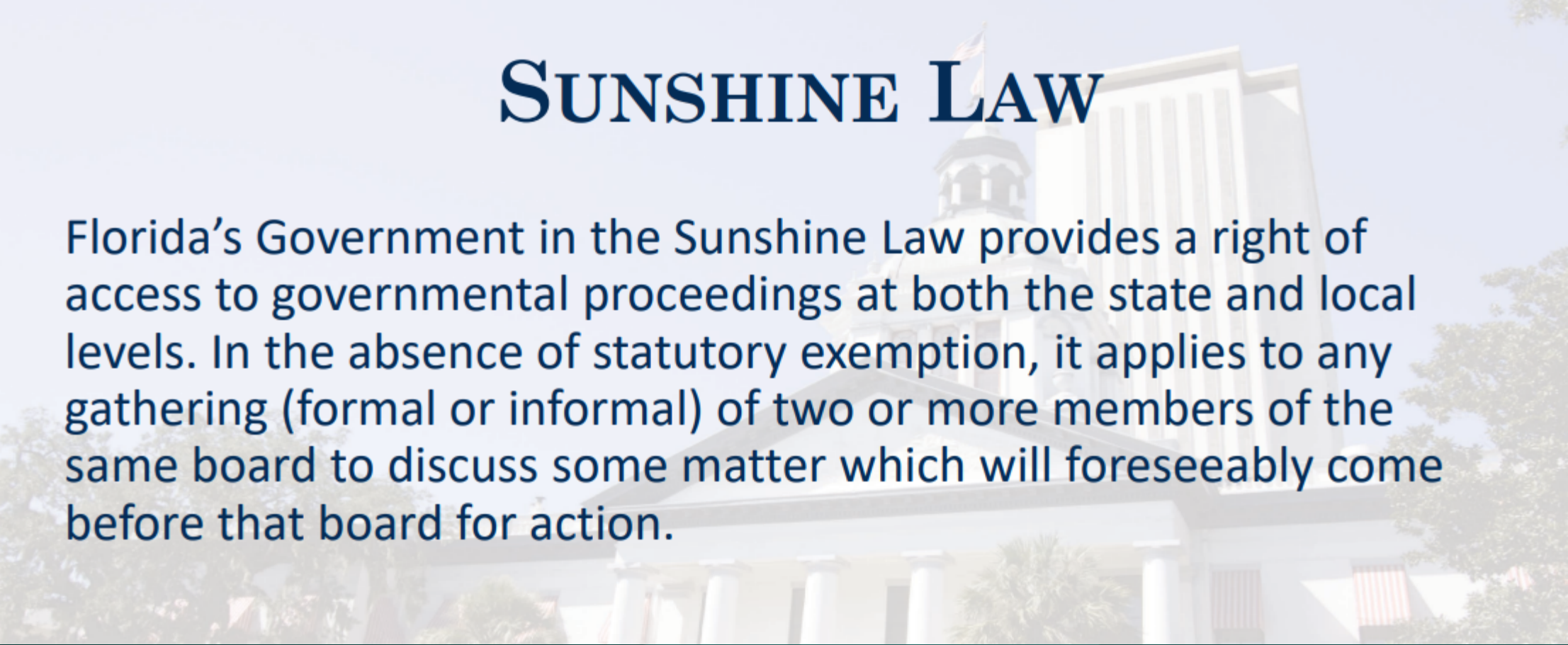
ACCOUNT_NUMBER	ACCOUNT_DESCRIPTION	2025 BUDGET	2025 REV_YTD	2026_BUDGET	CURRENT _MONTH	CURRENT_YTD	ENCUMBERED	2026 REMAINING BALANCE	PERCENT REALIZED	
	TOTAL	55,543.00	5,542.99	50,000.00	0.00	0.00	0.00	50,000.00	0.00%	
	TOTAL EXPENDITURES	4,867,029.00	925,797.31	4,245,477.00	130,646.86	935,612.14	297,479.59	3,005,409.27	22.00%	
	TRANSFERS, CONT, RESERVES									
005-05-542-9-9100	REIMB GENERAL FUND-ADMIN EXP	177,268.00	88,633.98	217,037.00	18,086.00	108,516.00	0.00	108,521.00	50.00%	
005-05-542-9-9900	CONTINGENCY/RESERVE	125,979.00	0.00	52,003.00	0.00	0.00	0.00	58,979.03	0.00%	
	TOTAL	303,247.00	88,633.98	269,040.00	18,086.00	108,516.00	0.00	167,500.03	40.00%	
AIRPORT FUND	TOTAL EXPENDITURES, TRANSFERS, CONTINGENCIES & RESERVES	5,170,276.00	1,014,431.29	4,514,517.00	148,732.86	1,044,128.14	297,479.59	3,172,909.30	23.00%	
	AIRPORT NET RESULTS	\$ (1.00)	\$ 192,211.46			\$ 32,628.13				

Florida's Government in the Sunshine Laws

Presented by: Jane West, Esq.



SUNSHINE LAW



Florida's Government in the Sunshine Law provides a right of access to governmental proceedings at both the state and local levels. In the absence of statutory exemption, it applies to any gathering (formal or informal) of two or more members of the same board to discuss some matter which will foreseeably come before that board for action.

BOARDS SUBJECT TO THE SUNSHINE LAW

- Elected or appointed boards at the state and local level (except the Legislature and judiciary)
- Advisory boards appointed by a governmental board or a single governmental official
- Staff gatherings are typically not subject to the Sunshine Law but can be if the work they do is part of a “decision making process” as opposed to traditional staff functions like “information gathering” or “fact finding.” Examples include search committees and purchasing committees.

PROHIBITED COMMUNICATIONS

Members of boards subject to the Sunshine Law may not engage in private discussions with each other about board business, either in person or by telephoning, emailing, texting or any other type of electronic communication (i.e. social media, blogs).

See Gilliams v. State, 359 So. 3d 784 (Fla. 3d DCA 2023)



LIAISONS

While an individual board member is not prohibited from discussing board business with staff or a nonboard member, these individuals may not be used as a liaison to communicate information between board members. For example, a board member cannot ask staff to poll the other board members to determine their views on a board issue.

See also AGO 23-04

SUNSHINE LAW REQUIREMENTS

There are three basic requirements:

- 1) Meetings of public boards or commissions must be open to the public
- 2) Reasonable notice of such meetings must be provided; and
- 3) Minutes of the meetings must be prepared and open to public inspection.

PENALTIES

- Civil action
- Criminal penalties
- Suspension or removal from office



Public Participation

Section 286.0114 Florida Statutes provides: subject to listed exceptions, boards must allow an opportunity for the public to be heard before the board takes official action on a proposition. The statute does not prohibit boards from maintaining orderly conduct or proper decorum in a public meeting.



Public Records Law Overview and Update

Scope of Public Records Act

Florida's Public Records Act, Ch. 119, F.S., provides a right of access to the records of state and local governments as well as to records of private entities acting on their behalf.

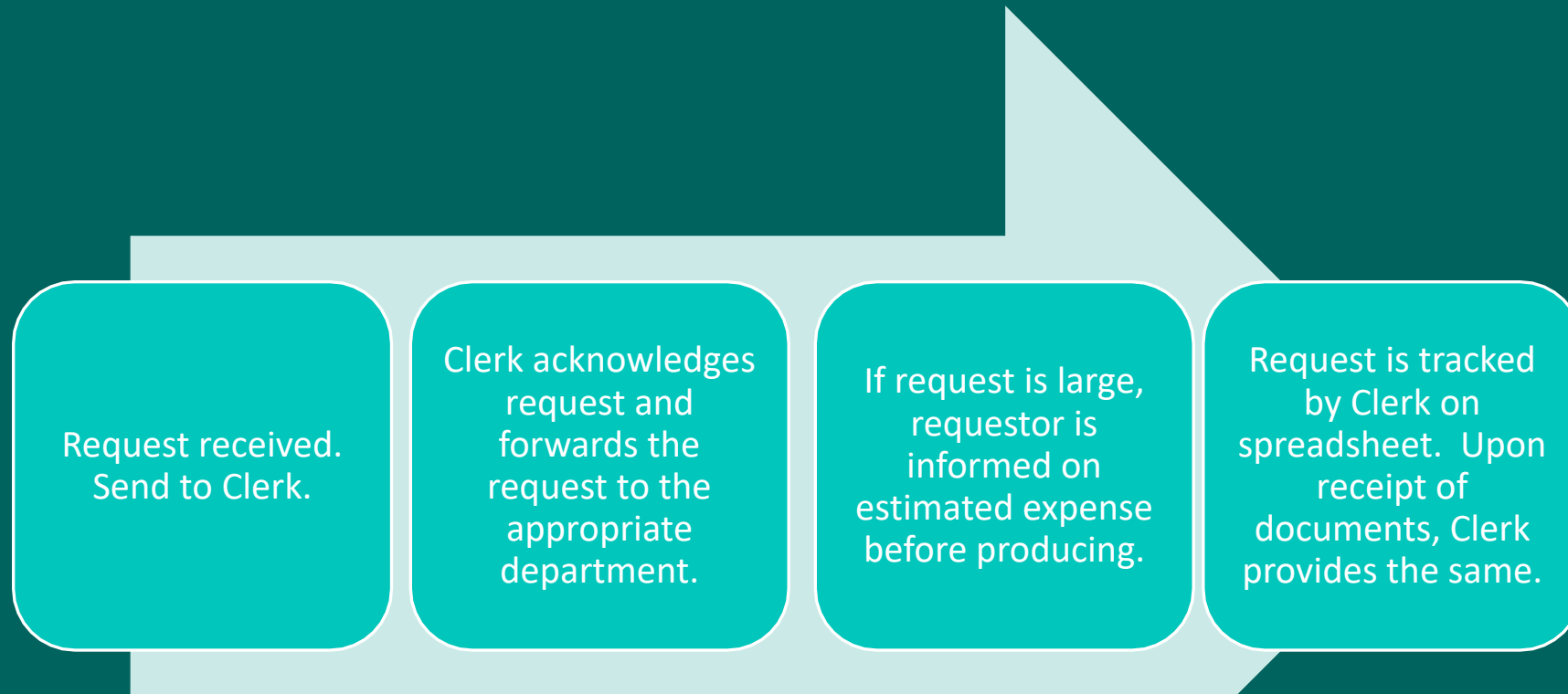


Scope of Public Records Act

In the absence of statutory exemption, this right of access applies to

- All “documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material, regardless of the physical form, characteristics, or means of transmission”
- made or received pursuant to law or ordinance or in connection with the transaction of official business
- by any agency [includes a private entity “acting on behalf” of a public agency]
- which are used to perpetuate, communicate, or formalize knowledge.

Palatka's Processing of Public Records



Thank You

Jane West, Esq.

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PALATKA MUNICIPAL AIRPORT

AIRPORT RULES AND REGULATIONS

Original Adoption _____, _____

Prepared By:
City of Palatka

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Introduction

Palatka Municipal Airport (28J) is municipally owned and operated by the City of Palatka, Florida as a Regional General Aviation Airport. These Airport Rules and Regulations (R&R) are intended to promote the health, safety, interest, and welfare of the public in general and in particular the operators, lessees, tenants, consumers, and users of 28J, and to promote the safe, orderly, and efficient use of the Airport.

These R&R apply to all users, aeronautical and otherwise, of 28J property, are not all-inclusive, and reinforce and emphasize federal, state, and local statutes, laws, ordinances, and regulations as well as leases and agreements that may apply (see Appendix A - References). In addition the content of Appendixes A and B attached hereto and made a part hereof shall be adhered to by all users of 28J. In the event of a conflict between these R&R and a lease or other agreement, the lease or other agreement shall govern. Individual Airport users must adhere to the applicable provisions of these R&R and its attached Appendices, as well as any applicable leases and agreements, and all pertinent federal, state, and local statutes, laws, ordinances, and regulations that may be applicable to their operations.

Violations of the R&R may result in revocation of Airport access privileges, denial of use of the Airport, termination of leases or other agreements, and/or prosecution under applicable laws. Perpetration of violation(s) shall be considered as a factor in renewing or not renewing a violator's application or permit/lease renewal. Use of Airport property without approval or in conflict with these R&R is considered a trespass. Nothing in these R&R is intended to preclude any authorized City personnel from taking other action authorized by law. Section 6 of these R&R provides an appeal process to be followed in the event a user of the Airport is aggrieved by the interpretation and application of the R&R.

These R&R may be amended as required, however, every three years an updated revision should be published.

Section 1 – General

1.01 COMPLIANCE AND RESPONSIBILITIES:

- a. By publication of these R&R, all persons based at 28J will be deemed to have knowledge of the contents herein. Copies of these R&R will be distributed to all tenants and leaseholders, posted at the Airport, and available through the Airport Manager's office.
- b. Entry upon/into the Airport by any person shall be deemed to constitute an agreement by such person to comply with and be governed by these R&R. All persons employed on or using the Airport shall cooperate with the Airport Manager or his designated representatives to enforce these R&R.
- c. Airport tenants/leaseholders shall be responsible for compliance with all requirements of these R&R applicable to them for their exclusive areas and they shall be held liable for any fines, penalties, or other monetary assessments imposed upon the City by any agency having jurisdiction with respect to any violations involving these areas. Any user, who by their intentional or unintentional action or activity, cause the City to be fined, cited, sued, or charged unnecessary fees/fines, will be responsible for reimbursement of said fines/fees upon demand to the City.
- d. Any permission granted by the Airport Manager or the City under these R&R is conditioned upon the payment of any and all applicable fees and charges established by the City.

- e. Voiding of any particular rule or regulation contained herein shall not affect the validity of the remainder of these regulations.

1.02 EMERGENCY PROCEDURES AND DIRECTIVES:

- a. Under emergency conditions, e.g., a natural disaster, the Airport Manager, or designated representative, is empowered to suspend these R&R, or any part thereof, including ordering persons to leave the Airport or portions of the Airport and prevent access to such areas for such time as may be necessary, and to issue such directives and take such actions as is necessary to protect life and property and ensure the safe operation of the Airport. Such directives and actions have the full power of regulation as long as the emergency exists.
- b. In the event of an extreme threat, condition, or event the Airport Manager shall have, in his discretion, the authority to close the Airport in its entirety or any portion thereof to air traffic, to prohibit aircraft landing and/or taking off, and may delay or restrict any flight or other aircraft operation.
- c. The Airport Manager may also, in his discretion, temporarily close the Airport due to periods of adverse climatic conditions when such action is considered necessary and desirable to avoid endangering persons or property.
- d. Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any operator, lessee, or any other entity.

1.03 LIABILITY:

- a. The City shall not be responsible for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, war, acts of terrorism, or act of God, nor shall the City be liable for injury to persons while on the Airport.
- b. The City, City Commission, Airport, and the Airport Manager, individually and collectively, and their representatives, officers, employees, agents, and volunteers shall be held harmless and shall not be liable for loss, loss of use, damage, or injury to persons or property arising out of any accident, incident, or mishap of any nature whatsoever, or from any cause whatsoever to any individual, aircraft or property occurring on or from the Airport or in the use of any facility situated on Airport property.

1.04 FACILITIES AND PROPERTY:

- a. Operational deficiencies regarding buildings, structures, equipment, utilities, or other property owned by the City shall be reported to the Airport Manager so that repairs, as necessary, may be made in a timely manner.
- b. No person shall alter, add to, or erect any building or sign on the Airport or make any excavation on the Airport without prior written approval of the City.
- c. Any person causing, or responsible for damage to or destruction of Airport property of any kind, including facilities, equipment, real property, fixtures or appurtenances, shall be required to pay the City for the full amount of said damage. Any such damage shall be immediately reported to the Airport Manager.

1.05 OTHER LAWS:

All applicable provisions of Federal Aviation Regulations (FAR), federal, state, and local regulations, laws, statutes, and/or ordinances now in existence or hereafter promulgated are hereby adopted as part of the R&R for 28J.

1.06 USE AND ENJOYMENT OF AIRPORT PREMISES:

- a. All 28J users are required to abide by applicable federal, state, and local statutes and ordinances regarding personal conduct on Airport property.
- b. No 28J user, operator, tenant or guest/visitor shall conduct themselves in an unreasonable, unruly manner towards any user, operator, tenant or guest/visitor of 28J. This includes threats, intimidation, or interference during ground and flight operations at 28J.
- c. Any person who causes injury to any person or damages equipment or property on the Airport shall be liable for such injuries and/or damages.
- d. All commercial activities shall be conducted in accordance with the 28J Minimum Standards for Commercial Activities (Minimum Standards).
- e. No person may throw, shoot, or propel any object nor shine a light or laser in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at, or operating on the Airport or any vehicle operating on the Airport.

1.07 ENTRY UPON AND USE OF AIRPORT:

- a. Entry into 28J property shall be through designated gates.
- b. All 28J users shall observe and obey all posted signs, fences, and barricades regarding activities and demeanor while on the Airport.
- c. Use of any 28J facility for other than authorized purposes is prohibited.
- d. Nothing herein contained shall be construed to limit the use of any area of the Airport by its employees, approved contractors, or to prevent law enforcement or fire department personnel from acting in their official capacity.
- e. No person, except representatives of the press on duty or during official announcements, shall take still, motion, or sound pictures for commercial purposes on non-leasehold Airport property without first obtaining written permission of the Airport Manager.
- f. No camping is permitted on 28J without written permission of the Airport Manager.

1.08 ACCESS TO THE AIRPORT OPERATIONS AREA:

- a. No person may, without authorization of the Airport Manager, enter the 28J Airport Operations Area (AOA) except:
 1. Persons under the direct supervision of a tenant or leaseholder
 2. Persons or entities and their employees performing aeronautical activities
 3. Passengers, under appropriate supervision, who enter for the purpose of enplaning or deplaning an aircraft
 4. Visitors to Fixed Base Operations (FBO/Main Terminal Building)
 5. Emergency vehicles
- b. Except for entry/exit, all ground vehicle gates will be secured. Vehicle operators using an Airport perimeter gate shall ensure the gate closes prior to leaving the vicinity; additionally, should a vehicle operator observe any suspicious vehicles or persons gain (or attempt to gain) access to the airside, they shall notify law enforcement immediately.
- c. Persons who have been provided an Airport access device or access code for the purpose of obtaining access to the AOA shall use only Airport issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Airport Manager provides written permission.
- d. No person shall walk or drive on taxiways or runways without written authorization from the Airport Manager.
- e. It shall be the responsibility of a tenant, lessee, or contractor to restrict persons or vehicles to their exclusive use area or leasehold and to establish operating procedures for them, reviewed by the Airport Manager for appropriateness.
- f. No one under 16 years of age will be allowed to enter the AOA except under the direct supervision of an adult.

- g. No person shall assist an unauthorized individual in accessing the AOA.

1.09 ANIMALS:

- a. Animals, including service animals, are permitted on Airport property only when under the control of their owners/handlers; any waste must be properly collected and removed by the animal's owner/handler
- b. No person shall commit any act to encourage the congregation of birds or other animals on the Airport.

1.10 CARGO, MATERIAL STORAGE, AND ABANDONED PROPERTY:

- a. Unless otherwise provided for by lease or other contractual agreement, no person, firm, partnership, or corporation, shall use any area of the Airport, including buildings, either privately owned or publicly owned, for the storage of non-aeronautical related cargo, equipment, or any other property without written permission of the Airport Manager.
- b. Any property, aircraft, or vehicle, determined by the Airport Manager to be abandoned, disabled, or which creates an operations problem, nuisance, security or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner, will be removed, stored, and/or disposed of at the owner's expense. The City shall not be liable for any damage to the property or loss or diminution of value that may be caused by the act of removal.

1.11 FIREARMS AND WEAPONS:

Firearms are allowed on 28J only as permitted by state and federal statutes.

1.12 ADVERTISING, COMMERCIAL SPEECH, AND SIGNAGE:

- a. No person shall post, circulate, distribute, or display written or printed materials or signs on Airport property or facilities or on motor vehicles and aircraft without prior written permission from the Airport Manager. However persons approved to be on Airport property may use vehicles on Airport property that display advertising, pictures, or written material.
- b. Airport entry signage or signage in public areas of the Airport must meet specifications of City codes and be approved by the Airport Manager.

Section 2 – Aeronautical Operations

2.01 COMPLIANCE WITH ORDERS:

All aeronautical activities at 28J shall be conducted in compliance with applicable FARs, federal and Florida statutes, and local ordinances, these Rules and Regulations, Minimum Standards, and directives/resolutions, as currently written or as may be amended from time to time.

2.02 HOLD HARMLESS:

The aircraft owner, pilot, agent, or his or her duly authorized representative agrees to release, discharge and hold harmless the City, its City Commission, the Airport, and its employees of and from liability for any damage which may be suffered by any aircraft and its equipment, and for personal injury or death. The use of the AOA and related facilities shall constitute acceptance of the terms of this provision, these R&R and other Airport procedures and operating directives.

2.03 NEGLIGENT OPERATIONS PROHIBITED:

- a. Aircraft operators shall not land; take off; taxi; or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft owner's responsibility to repair any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.

- b. No person shall operate any equipment or device on the Airport that will interfere with any aircraft radio communication frequency or any aircraft navigational aid.

2.04 AIRCRAFT ACCIDENTS/INCIDENTS, AIRWORTHY, DISABLED, AND DERELICT AIRCRAFT:

- a. The owner or operator of any aircraft involved in an accident or incident on the Airport, resulting in any injury or death or damage to property shall immediately notify the appropriate emergency response agencies, the Airport Manager, and other governmental agencies as applicable.
- b. The pilot or owner of an aircraft involved in an accident or incident shall be responsible for all costs associated with the accident or incident, including but not limited to, wreckage removal/disposal, environmental clean up, and repair or replacement of property.
- c. Disabled aircraft shall be removed from runways and/or taxiways as quickly as practicable.
- d. Disabled and derelict aircraft shall not be permitted on the tie-down or ramp areas unless in response to an emergency and with written approval of the Airport Manager.
- e. If the owner of an aircraft fails for any reason to remove a disabled or derelict aircraft from the Airport property as may be requested, the Airport Manager may cause the removal and storage or disposal of such disabled or derelict aircraft at the sole expense of the owner.

2.05 AIRPORT OPERATIONAL AREA RESTRICTIONS:

- a. Unless contrary to federal regulations and/or grant assurances, the City shall have the authority to designate or restrict the use of runways or other operational areas at the Airport with respect to, but not limited to, the following:
 - 1. Experimental Flights (Advance notification to Airport Manager of first flight);
 - 2. Equipment Demonstration;
 - 3. Air Shows;
 - 4. Parachute Operations;
 - 5. Banner Towing Operations (Permit required);
 - 6. Aircraft Type.
- b. No kites, model airplanes, rockets, tethered unmanned balloons, or other objects constituting a hazard to aircraft operations shall be operated on the Airport.

2.06 AIRCRAFT PARKING:

- a. No person shall use any area of the Airport for parking and/or storage of aircraft unless otherwise provided for in a lease or other agreement without the written permission of the Airport Manager. If any person uses unauthorized areas for aircraft parking, the aircraft may be removed by or at the direction of City, at the risk and expense of the owner, without liability for damage that may arise from or out of such removal or storage.
- b. No person shall leave an aircraft parked and unattended on the Airport unless it is in a hangar or properly locked and secured with either wheel chocks and/or tie-down ropes. Owners of such aircraft shall be held responsible for any damage resulting from failure to properly comply with this provision.
- c. Articles left in aircraft are the sole responsibility of the aircraft owner/operator. The City is not responsible for theft or vandalism of said articles.

2.07 STARTING AND RUNNING AIRCRAFT ENGINES:

- a. No aircraft engine will be started or operated inside or taxied from/into any hangar or under the roofline of a hangar, whether said hangar is enclosed or not. This shall not be construed as

prohibiting the use of tractors, with National Fire Protection Association (NFPA) approved exhaust systems, when moving aircraft within any hangar.

- b. Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity is prohibited.
- c. No person may run an engine of an aircraft parked on the Airport in a manner that propeller or jet blast could cause injury to persons, damage to any other property, or in any way hinder the safe operation of the Airport. In no case will the operator of an aircraft block any runway, taxiway, or taxi lane while conducting any maintenance/repair run-up.
- d. No full power aircraft engine run-ups are authorized between 2200 and 0700 hours local for maintenance purposes without written approval of the Airport Manager.

2.08 AIRCRAFT OPERATIONS:

- a. All aircraft operations shall be conducted in accordance with published FARs.
- b. Aircraft operators will familiarize themselves with published local noise abatement guidelines.

2.09 REPAIRING AND MAINTAINING AIRCRAFT:

- a. Aircraft owners, under self-maintenance operations, are permitted to fuel, wash, repair, or otherwise service their owned based aircraft utilizing their own equipment and their own employees, as outlined in FAR Part 43 “Maintenance, Preventative Maintenance, Rebuilding and Alteration” and/or as identified in provisions of written agreement.
- b. Aircraft maintenance or repair is permitted only on paved areas of the Airport.
- c. No aircraft or aircraft component shall be suspended or lifted utilizing the building or any component of the building.

Section 3 – Fire, Safety and Environment

3.01 GENERAL:

- a. All persons using the Airport shall exercise the utmost care to guard against fire and injury to persons and property.
- b. All activities at 28J shall comply with applicable state, local, and National Fire Protection Association (NFPA) codes and standards now in existence or hereafter promulgated and not in conflict with FARs. All applicable codes, standards, and recommended practices are hereby adopted by reference as part of the R&R of the Airport. In the event of conflict, Florida Statute 633 and NFPA codes and/or FARs shall prevail.
- c. Any fire causing damage, regardless of the size of the fire or whether or not the fire has been extinguished, shall be reported immediately to the Palatka Fire Department as well as the Airport Manager.

3.02 SMOKING:

Smoking or carrying lighted smoking materials or striking matches or other incendiary devices, such as lighters, are not permitted:

- a. Within 50 feet of parked aircraft and fuel carriers not in motion; within 100 feet of aircraft being fueled or de-fueled, a fuel storage facility, or a flammable liquid spill;
- b. In any area on the Airport where smoking is prohibited by the City or leaseholder by means of posted signs;
- c. In any hangar, shop, or other building in which flammable liquids are stored or used, except in cases where specifically approved smoking areas have been designated for that purpose.

3.03 FIRE EXTINGUISHERS:

- a. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall maintain a minimum of one readily accessible, operable fire extinguisher that shall conform to applicable NFPA standards. Current inspection tags shall be left attached to each unit.
- b. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than fire fighting or fire prevention.

3.04 OPEN FLAME OPERATIONS:

- a. The use of any equipment employing open flames or sparks within any aircraft storage area is prohibited. This excludes open flames utilized by lessees and tenants in the performance of aircraft maintenance approved by agreement.
- b. Lead and carbon burning, fusion gas and electric welding, blow-torch work, engine testing, and all operations involving open flames shall be restricted to the repair shops. During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

3.05 STORAGE OF MATERIALS:

- a. No operator, tenant, or lessee on the Airport shall keep, store, stack, box, bag, or stock material or equipment in such a manner as to constitute a hazard to persons or property, obstructing any operation, littering, or in such a manner as to create any unsightly appearance.
- b. Storage of materials or equipment except for hoses attached to water spigots shall not be permitted outside buildings or hangars unless under approved sheds, within designated storage areas, or in designated parking areas.

3.06 HAZARDOUS WASTE AND MATERIALS:

- a. No person shall store, keep, handle, use, disperse, discharge, or transport at, in, or upon the Airport any hazardous materials in contravention of any regulatory measures.
- b. No more than five gallons of fuel in a container shall be stored in any building or structure on the Airport at any time. An approved fuel container shall be used at all times.
- c. All empty oil, paint, and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings and only those hazardous materials used in the maintenance of aircraft, engines, and components may be stored and utilized on the Airport.
- d. No person shall use volatile or flammable substances for cleaning hangar floors, hangars or other buildings on the Airport. Cleaning agents shall meet all federal, state, and local codes, regulations, and permit requirements.
- e. All persons on the Airport shall keep all premises, including floors, leased, or used by them, clean and clear of accumulation of oil, grease, and other flammable material and free of rags, waste materials, or other trash or rubbish or accumulated debris.
- f. Gasoline, oil, and solvent drums or receptacles shall not be stored within aircraft and/or vehicle operating areas nor be in excess of that required as current stock. Such materials shall be kept enclosed and covered in clearly marked and labeled housing.
- g. No person shall use, keep, or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.
- h. No volatile substances such as fuels, grease, oil, dopes, acid, flammable liquids, solvents and other cleaning fluids, paints and contaminants of any kind, may be stored inside t-hangars, bulk hangar facilities, or other leased property from the City used for storage of aircraft unless included as part of a rental agreement or lease.

- i. All petroleum products, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of off the Airport and in compliance with all applicable regulatory measures and shall not be dumped or run into drains, on ramp aprons, catch basins, ditches, sewer systems, storm drains, or elsewhere on the Airport.
- j. No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison, as defined in the Federal Motor Carrier Safety Administration regulation for transportation of explosives and other dangerous articles, and other poisonous substances, solid, liquid, or gas, compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may, or may be likely, to unreasonably endanger persons or property.
- k. Cleaning of aircraft parts and other equipment shall preferably be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, only liquids having flash points in excess of 100⁰ F shall be used and special precautions shall be taken to eliminate ignition sources in compliance with good practice recommendations of the NFPA.

3.07 DOPING, SPRAY PAINTING, AND PAINT STRIPPING:

- a. No paint, varnish, or lacquer spraying of aircraft or motor vehicles is permitted inside any building or hangar on the Airport unless such facility was properly designed and constructed for such activity. Hand-held aerosol containers or a small air compressor powered automotive type touch up spray gun not to exceed 7 oz. capacity may be permitted for paint touchup, used outside and in a no wind situation, with the specific written approval of the Airport Manager.
- b. The use of “dope”, cellulose, nitrate, or cellulose acetate dissolved in volatile flammable solvents, within any hangar is prohibited.

3.08 SANITATION AND ENVIRONMENTAL POLLUTION:

- a. Each person while on Airport property shall conduct his/her activities so as to not cause litter, environmental pollution, or unsanitary conditions.
- b. No person shall unnecessarily or unreasonably or in violation of law, cause any smoke, dust, fumes, gaseous matter, or particulates to be emitted into the atmosphere or be carried by the atmosphere. Exceptions include normal emissions from internal combustion engines, jet engines, smoke from cigarettes, cigars, or pipes, or aircraft maintenance activities.
- c. Aircraft may not be washed with running water in hangars.
- d. Any person who experiences overflow or spillage of oil, grease, fuel, or similar contaminants anywhere on the Airport is responsible and shall take appropriate action in the control, containment, clean up, disposal, and rehabilitation of such hazardous spill. Failure to take appropriate action to clean the area shall result in the City providing the cleanup at the expense of the responsible party. If the responsibility for the spill cannot be promptly determined, the leaseholder will be held responsible for the clean up.
- e. Spills, such as, jet fuel, gasoline, fuel oil, hydraulic oil, motor oil, turbine oil, alcohol, glycol, and all similar chemicals that could be considered hazardous, that covers over 10 feet in any direction or is over 50 square feet in area, continues to flow or is otherwise a hazard to persons or property require notification to the Palatka Fire Department as well as to the Airport Manager. The spill shall be investigated to determine the cause, to determine whether emergency procedures were properly carried out, and to determine the necessary corrective measures.
- f. In the event of spillage, fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted to the spill area.
- g. No garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind shall be placed, discharged, or deposited on the Airport, including cigarettes, cigars, and matches, except in receptacles specifically provided for such purpose.

- h. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind is prohibited. With prior written permission of the Airport Manager, Fire Department personnel may engage in training exercises that require controlled burning.
- i. Any person discarding chemicals, paints, oils, batteries, or any products, which may not be discarded in a routine manner, will adhere to all applicable federal, state, and local laws and regulations.
- j. No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquids, or contaminants of any kind shall be allowed to flow into or be placed in any Airport sanitary sewer system or storm drain system.
- k. No person shall dispose of any fill or building, discarded, or waste materials on Airport property except as approved in writing by the Airport Manager and appropriate City authorities.

3.09 ELECTRICAL EQUIPMENT AND LIGHTING SYSTEM:

- a. Extension lights and all portable and mobile lighting equipment used in and around aircraft hangars, shops, buildings, and other areas on or near combustible materials shall be explosion proof and meet NFPA standards. No portable lamp assembly shall be used without a proper protective guard or shield over such lamp assemblies to prevent breakage.
- b. All power operated equipment or electrical devices including hangar interior lights shall be shut off when not in use.
- c. A low current, constant current/constant voltage, or demand type battery charger with a maximum short term output charge rate exceeding seven amps, or a continuous trickle charge rate exceeding two amps, may not be used when an aircraft is located inside or partially inside a hangar.

3.10 HEATING EQUIPMENT:

- a. All heating equipment and fuel burning appliances installed or used on 28J shall comply with the requirements of the State of Florida and the Florida Fire Prevention Code.
- b. Space heaters may be utilized when attended in hangars so long as the heater has a clear radius of 10 feet from aircraft, or any other object, and fire prevention/safety measures are observed.

Section 4 – Fueling Operations

4.01 GENERAL:

- a. All fuel handled on the Airport shall be treated with due caution and prudent attention with regard to the rights and safety of others so as not to endanger, or likely to endanger, persons or property.
- b. All aircraft fueling operations, including self-fueling, shall be in accordance with NFPA 407 “Standards for Aircraft Fuel Servicing.”
- c. No aircraft shall be fueled or drained of fuel while within the confines of any building, hangar, or enclosed space.
- d. Fueling of aircraft is allowed only on paved surfaces.
- e. In accordance with FAA Order 5190.6B “Airports Compliance Handbook,” any person self-fueling with their own equipment requires authorization and permit from the Airport Manager confirming compliance with all orders, procedures, standards, and these R&R regarding fueling operations.
- f. Airport tenants involved in fueling operations, including those self-fueling, shall maintain an adequate supply of fuel absorbent materials readily available for use in the event of a fuel spill.
- g. No person shall engage in aircraft fueling or de-fueling without readily accessible, adequate, operational fire extinguishing equipment at the point of fueling.

- h. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any terminal building, hangar, or service building.
- i. During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within 100 feet of such aircraft or vehicle.
- j. No aircraft shall be fueled or de-fueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open, and a flight crew member or ground person is at or near the cabin door.
- k. Fueling or de-fueling operations on the Airport shall not be conducted during periods of dangerous thunderstorm activity or if an electrical storm is observed within three statute miles of the Airport.
- l. Should a fire occur during the fueling of an aircraft, fueling shall be discontinued, all emergency valves and dome covers shall be shut down, and the Fire Department notified immediately.
- m. Any malfunction or irregularity detected on or within the aircraft being refueled or de-fueled shall be brought to the attention of the fueling operator immediately.

4.02 ENGINE OPERATIONS:

- a. No aircraft shall be fueled or de-fueled while one or more of its engines are running or is being warmed by external heat.
- b. No person shall start the engine of an aircraft on the Airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.
- c. Combustion heaters on aircraft e.g., wing & tail surface heaters, integral cabin heaters, shall not be operated during fueling operations.

4.03 STATIC BONDING:

- a. Each hose, funnel, or apparatus used in fueling or de-fueling aircraft, including self-fueling, shall be maintained in good condition and be properly bonded.
- b. A conductive funnel shall be used to reduce the chance of spillage during fueling operations, when a hose with an approved nozzle is unavailable. When a funnel is used, it shall be kept in contact with the filler neck as well as the fueling nozzle spout during fueling operations.

4.04 LIABILITY:

- a. The fueling operator, tenant, or lessee shall be solely responsible for any violation incident to or in connection with fueling, storage facilities, equipment, operations, and training. The City assumes no liability or responsibility for violations of any applicable fueling requirements and procedures.
- b. The operator, tenant, or lessee shall reimburse the Airport for any fines, legal, or court costs, incurred by 28J for such violations.

Section 5 – Motor Vehicles

5.01 GENERAL:

- a. All motor vehicles and their operators on the Airport shall comply fully with the State of Florida motor vehicle laws as amended, these R&R, and instructions issued by law enforcement personnel.
- b. Unless otherwise provided herein, the City shall have the authority to establish regulations regarding motor vehicle traffic and control on 28J.
- c. The Airport Manager may tow, remove, or cause to be removed from the Airport any vehicle that is disabled, abandoned, and/or parked in violation of these R&R at the vehicle operator's risk and expense and without liability for damage that may result from such removal if the vehicle creates a safety hazard or interferes with Airport operations.

- d. Any person causing death or injury on the Airport or damage to Airport property as a result of a motor vehicle accident or incident shall report the accident or incident immediately to the Palatka Police Department as well as the Airport Manager. Such persons shall be responsible to the City for any damages to City property.
- e. Use of mini-bikes, go-carts, roller blades, roller skates, skateboards is not permitted on the Airport.
- f. Use of bicycles for transportation between buildings is permitted within hangar areas.

5.02 LICENSING AND INSURANCE:

- a. No person shall operate a motor vehicle or motorized ground equipment on the Airport without a valid operator's license appropriate for the vehicle being operated.
- b. All vehicles entering Airport property are required to have at least the minimum amount of insurance as required by State of Florida statutes.

5.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA:

- a. No person shall operate a motor vehicle of any kind on the Airport in a reckless manner, or in excess of the posted speed limit.
- b. Speed limits shall not exceed **10 mph** on ramps, aprons, in aircraft parking or hangar areas, and other areas of the AOA unless posted.
- c. All motor vehicles on the Airport shall be operated on roadways or paved surfaces when traveling to/from/between aircraft parking areas, hangar areas, and tenant facilities.
- d. No motor vehicle shall be permitted on any portion of the AOA unless the Airport Manager has granted specific written permission to such vehicle's operator and such vehicle is utilized for, or in conjunction with, aeronautical activities.
- e. Pedestrians, aircraft, and emergency vehicles shall at all times have right of way over vehicular traffic.
- f. No person shall operate a motor vehicle in any hangar that is occupied by an aircraft on the Airport unless its exhaust is protected by screens and baffles pursuant to NFPA guidelines.
- g. No person shall park motorized ground equipment near any aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the aircraft in case of emergency.
- h. No vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents from dropping, sifting, leaking, or otherwise escaping there from.

5.04 VEHICLES CROSSING TAXIWAYS AND RUNWAYS:

- a. All motor vehicles operating on or across taxiways or runways shall have a functioning two-way radio (capable of communicating on UNICOM) and an operating yellow rotating flashing beacon, except when under escort by a motor vehicle properly authorized and equipped. During an emergency, blue/red flashing lights are acceptable for law enforcement and fire and rescue vehicles.
- b. The installation of two-way radio and/or flashing beacon shall not be construed as license to operate a motor vehicle on the taxiways or runways without prior written permission of the Airport Manager.
- c. Motor vehicles permitted to operate on the Airport will not proceed closer than 250 feet from the centerline of the runways nor across any of the runways prior to visually clearing for aircraft taking off or landing.
- d. When parking adjacent to a runway, all motor vehicles must park at least 250 feet to the outside of the runway lights. Exceptions include operational, agricultural, and maintenance equipment engaged in working on runways.

- e. Construction-related motor vehicles required to enter or work within the AOA, will be marked with an approved orange and white-checkered flag for daytime operations or a yellow beacon for nighttime operations. Non two-way radio capable construction vehicles shall be escorted at all times while within the AOA by an Airport authorized vehicle or flagman equipped with two-way radio.

5.05 PARKING:

- a. Short-term (less than 24 hours) motor vehicle parking is available only in the paved vehicle parking lot in front of main terminal building. Long-term (more than 24 hours up to 30 days) parking may be permitted in the paved vehicle parking lot spaces in front of building W4 (not directly in front). Any ground vehicle improperly parked in the short term or long term public parking areas without written approval of the Airport Manager may be removed at the owner's expense.
- b. No person may park in such a manner to obstruct a parking lot lane, driveway, roadway, Airport access gate, walkway, crosswalk, fire lane, runway, taxiway, taxi lane, and/or obstruct access to hangars, parked aircraft, and/or parked vehicles or create a hazard nor in a manner, which could interfere with, or create a hazard for aircraft operations.
- c. No person shall use any public parking area to temporarily or permanently store any type of motor vehicle.
- d. Boats, jet skis, snowmobiles, dune buggies, any cars including race cars and antique cars, recreational vehicles, trailers, and like equipment may not be permanently parked or stored on 28J, including within hangars, unless permitted by written agreement or with written permission of the Airport Manager.
- e. Attended vehicles shall be parked parallel to the t-hangar. One vehicle only may be parked inside a t-hangar when hangar is empty and aircraft is not on the Airport. Additional motor vehicles shall park in long-term parking or other designated areas.
- f. Bulk hangar tenants shall park their motor vehicles in designated areas at their hangar.

5.06 REPAIR OF VEHICLES:

No person shall clean or make any repairs to motor vehicles anywhere on the Airport; except as may be approved by the Airport Manager for minor repairs.

Section 6 – Conflict Resolution Process

6.01 VIOLATIONS:

The Airport Manager may issue verbal or written violation notices to any tenant or operator and agents or employees who, in his discretion, violates any part of these R&R.

6.02 APPEAL PROCESS:

- a. Anyone issued a written notice of violation who wishes to contest such issuance shall have ten (10) calendar days from such notice to provide a written statement to the Airport Manager explaining the occurrence and providing any other information or explanation concerning the alleged violation(s). The Airport Manager has ten (10) calendar days to respond to any request for review based upon information received from the alleged violator and, if applicable, may revise, amend, or rescind his original violation notice. However, should the Airport Manager, in his discretion, conclude that the alleged violation(s) poses a threat to the safety, health, and welfare of others, may temporarily revoke the violator's Airport privileges and/or temporarily suspend the Airport operations of the violator pending completion of such appeal.

- b. An alleged violator may file a written request of appeal to the City Manager within ten (10) calendar days of the Airport Manager's written decision. The City Manager, along with the City Attorney, and an appointee of the City Manager, who shall be a Department Director but not the Airport Manager, shall schedule a meeting to review and hear an appeal from the Airport Manager's decision. The Committee shall hear the appeal and have thirty (30) calendar days to issue a written opinion which shall be final and binding on the alleged violator.

Appendix A

REFERENCES

Code of Federal Regulations – Title 14 Aeronautics and Space – All Chapters, Current Edition
(commonly called Federal Aviation Regulations – FARs)

Code of Federal Regulations – Title 49 Transportation – Current Edition

Aeronautical Information Manual (AIM) - Current Edition

Chapters 1-10, Appendix 3 Abbreviations/Acronyms, Pilot/Controller Glossary

FAA Order 5190.6B – Airport Compliance Handbook

City of Palatka Code of Ordinances

Putnam County Code of Laws and Ordinances

State of Florida Statutes as applicable including: Chapter

163 – Intergovernmental Programs

Chapters 329-333 – Aviation

Chapter 633 – Fire Prevention and Control

National Fire Prevention Association Codes as applicable including:

NFPA Code 403 – Standard for Aircraft Rescue and Firefighting Services at Airports

NFPA Code 407 – Standard for Aircraft Fuel Servicing

NFPA Code 409 – Standard on Aircraft Hangars

NFPA Code 410 – Standard on Aircraft Maintenance

NFPA Code 30 – Flammable and Combustible Liquids Code

State of Florida Administrative Code as applicable including:

Department 9 – Department of Community Affairs

Department 14 – Department of Transportation

Department 17 – Department of Environmental Regulation

Department 62 – Department of Environmental Protection

Palatka Municipal Airport Minimum Standards for Commercial Activities

Palatka Municipal Airport Noise Abatement Procedures (If, any)

Aircraft Owners and Pilots Association (AOPA) - AOPA WATCH

Florida Department of Environmental Protection

State of Florida Aviation System Plan

State of Florida Department of Transportation, “Florida (Aviation) Guidelines”

Local Operations MOUs

Appendix B

DEFINITIONS

The terms below shall have the following definitions for purposes of these R&R. All other terms not defined below and related to aeronautical practices, processes, and equipment shall be construed according to their general usage in the aviation industry.

- 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.

- Agency – Any federal, state, or local government entity, unit, agency, organization, or authority.

- Agreement (or Lease or Hangar Rental Agreement) – A written contract between the City of Palatka 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 – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft, helicopter or gyroplane, balloon, blimp, and ultralight.

- Airport – All land within the legal boundaries of Palatka Municipal Airport, owned by the City of Palatka.

- Airport Manager – The individual appointed and authorized by the City of Palatka to administer and manage all operations of the Airport and Airport facilities.

- Airport Rules and Regulations – Rules and Regulations of the Airport, properly adopted by Resolution of the City Commission of the City of Palatka, as may be amended from time to time.

- Airport Tenant (Tenant) – Any person or entity based on the property of the Airport possessing an approved lease or agreement with the City; any person or entity with a sublease agreement with an entity based on the Airport possessing a lease or agreement with the City.

- AOA (Airport Operations Area) – The area of the Airport situated within the perimeter fence line, which is used primarily for aircraft parking, taxiing, refueling, landing, takeoff, or surface maneuvering.

- Apron (or Ramp) – A defined area of an Airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.

- City – The City of Palatka located in Putnam County, Florida

- Commercial Aeronautical Activity – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport and the purpose of such activity being to generate or secure earnings, income,

compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

- Emergency Vehicle – Vehicle of the police or fire department, ambulance or any vehicle conveying an Airport official or Airport employee in response to an official alarm call.
- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.
- 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.
- Fire Department – Palatka Fire Department having jurisdiction and responsibility over the Airport.
- Fixed Base Operator (FBO) – The City of Palatka is the exclusive FBO for the Palatka Municipal Airport and provide aeronautical services such as fueling, hangar space, tie-down and parking, aircraft rental, aircraft maintenance, and flight instruction.
- Flammable Liquids – A liquid or agent which when in contact with another property or properties may ignite causing a flame.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Fuel Handling – The transporting, delivering, dispensing, storage, or draining of fuel or fuel waste products to or from any aircraft, vehicle or equipment.
- Hazardous Materials – Any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, or board.
- Minimum Standards for Commercial Activities (Minimum Standards) – The qualifications, criteria, and standards established by the City of Palatka as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport.
- Motor Vehicle (or Vehicle) – Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by muscular power or designed to move primarily through the air.
- NFPA (National Fire Protection Association) – All codes, standards, rules, and regulations contained in the standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.
- Operator (Aircraft or Motor Vehicle) – Any person who is in actual physical control of an aircraft or motor vehicle.
- Operating Directive – Specific written documents detailing approved methods of operations as directed and signed by the Airport Manager. Such will become an addendum of the Airport Rules and Regulations.
- Owner – Any person who holds the legal title of an aircraft or a motor vehicle.
- Permission – A right or approval granted by the Airport Manager under authority delegated by City Manager and/or City Commission.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Police Department (or Law Enforcement) – Palatka Police Department having jurisdiction and responsibility over the Airport.
- Public Area (or Common Area) – The land and/or improvements at the Airport that is available for use on a non-exclusive basis and not controlled by any leasehold.

Palatka Municipal Airport Rules and Regulations

- Regulatory Measures – Federal, state, county, city, and Airport, laws, codes, ordinances, policies, rules and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.

- Restricted Area – Any area of the Airport wherein entry or use thereof is restricted to authorized personnel only pursuant to regulatory measures, including but not limited to: runways, taxiways, fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks, and any of the areas marked as such with appropriate signage.

- Run-up – Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

- Runway – A defined rectangular surface on an Airport prepared or suitable for the landing or taking off of aircraft. Runways are identified by a broken white centerline, solid white edge lines, and white edge lights.

- Self-fueling or self-service – Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling or other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the Airport, a FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to Minimum Standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees include activities such as maintaining, 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. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

- Shall (or will or must) – These words are always mandatory.

- Taxi lane – The portion of the aircraft parking areas used for access between taxiways and aircraft parking positions.

- Taxiway – A defined path established for the taxiing of aircraft from one part of an Airport to another. Taxiways are identified by a solid painted yellow centerline and blue edge lights.

- Tie-down Area – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable tie-down points are located.

- UNICOM (CTAF) – A two-way communication system operated by a non-governmental entity on a designated radio frequency to provide Airport advisory information while operating to or from an Airport that does not have a control tower or an Airport when the tower is closed. The Common Traffic Advisory Frequency (CTAF) may be a UNICOM, MULTICOM, Flight Service Station (FSS), or a tower frequency and is identified in appropriate aeronautical publications. While not required for operation at Palatka Municipal Airport, use is strongly encouraged.



PALATKA MUNICIPAL AIRPORT

MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

DRAFT

Original Adoption _____, _____

Prepared By:
City of Palatka
4015 Reid Street
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Section 1 – General

1.01 INTRODUCTION

The City of Palatka, as owner, operator, and sponsor of Palatka Municipal Airport (28J), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster and encourage the economic growth and orderly development of aviation and related aeronautical activities at 28J has established certain requirements for commercial aeronautical entities to ensure that adequate aeronautical services and facilities are provided to the users of 28J.

These Minimum Standards for Commercial Aeronautical Activities (Minimum Standards) are the threshold entry requirements for a person or persons, partnership, company, trust, corporation, or other business entity, based on 28J and/or using 28J, to engage in one or more commercial aeronautical service or activity to the public at 28J. These Minimum Standards are to promote fair competition at 28J, taking into consideration the aviation role of 28J, facilities that currently exist at 28J, services being offered at 28J, and the future development planned for 28J. The uniform application of these Minimum Standards, containing the minimum levels of service and facilities that must be offered by the service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both established and future aeronautical activity as well as 28J patrons. All commercial aeronautical operators are provided a level playing field on which they will hopefully prosper while providing excellent service to aviation customers. There is not any prohibition to exceed the minimum requirements in terms of quality of facilities and services provided.

The adoption of these Minimum Standards for Commercial Aeronautical Activities 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 Palatka will comply with federal law and Federal Aviation Administration (FAA) Advisory Circulars which currently exist for MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES, and EXCLUSIVE RIGHTS AT FEDERALLY-OBLIGATED AIRPORTS, and as those advisory circulars, may be amended by the FAA from time to time.

These Minimum Standards are not intended to be all-inclusive, as the operator of a commercial aeronautical venture who is based on or uses 28J 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.

1.02 PURPOSE

- Provide a minimum level of services that are offered to the public in connection with the conduct of particular aeronautical activities or services on 28J
- Provide for the safe conduct of all commercial aeronautical activities at 28J
- Protect airport users from unlicensed and unauthorized products and services
- Maintain and enhance the availability of adequate services for all airport users
- Provide that no entity receives a competitive advantage through less-than-fair and uniform market value use of City facilities
- Promote the economic health of 28J businesses
- Promote the orderly improvement and development of 28J

1.03 EXCLUSIVE RIGHTS

In accordance with 28J assurances given to the federal or state government by the City as a condition to receiving federal or state funds, the granting of rights or privileges to engage in commercial aeronautical activities shall not be construed in any manner as affording any person or entity any exclusive right, other than the exclusive use of the land and/or improvements which are specifically set forth in a written lease, permit, or agreement.

1.04 THROUGH THE FENCE PROHIBITION

No private or commercial landowner or developer with land adjacent to the Palatka Municipal Airport property will be allowed access to the Palatka Municipal Airport from their property to use the runways and taxiway infrastructure.

1.05 STATEMENT OF POLICY

A fair and reasonable opportunity, without unjust discrimination, shall be accorded to all applicants to qualify and present ideas for doing business, using 28J facilities and furnishings, which the City, deems are available for selected aeronautical activity or service. Proposals meeting the Minimum Standards as established by the City and set forth herein for commercial aeronautical activities on 28J shall be presented to the City Commission for approval. Commercial 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, if accepted and approved by the City, incorporated into the entity's written agreement with the City and into these Minimum Standards by amendment. The City in its sole discretion may distribute a Letter of Interest (LOI) or a Request for Proposal (RFP) for the leasing/use of available 28J facilities.

A written agreement, lease, or permit, properly executed by the City and a based or regional area commercial aeronautical operator is a prerequisite to commencement of 28J facility and airfield use by any commercial aeronautical activity. Contingent upon its qualifications, its meeting the established Minimum Standards with the City and the payment of the prescribed rentals, fees, and charges, commercial aeronautical operators shall have the right and privilege to engage in and conduct the activity or activities specified by written agreement with the City. All agreement provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum." Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the City.

The City reserves and retains the right for the use of 28J by others who may desire to use it, pursuant to applicable federal, state, and local laws, ordinances, codes, standards, and other regulatory measures pertaining to such use. The City further reserves the right to designate specific 28J areas in which the individual or a combination of aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of 28J.

These Minimum Standards may be included as a whole, in part, or by reference as part of all leases, and other agreements between the City and any entity desiring to be based on and/or use 28J and engage in any commercial aeronautical activities. The rates, fees, and charges applicable to the providers of commercial

aeronautical activities are established by the City to make 28J as financially self-sustaining as possible and be sufficient to cover 28J costs.

These Minimum Standards are not retroactive and do not alter any existing written agreement properly executed prior to the date of approval of these Minimum Standards and as may be amended that does not provide for application of future revisions of the Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written agreement. In any event, upon expiration of an existing lease, agreement, or permit with the City or if the commercial aeronautical operator desires to materially increase or expand its activities, the commercial aeronautical operator shall then comply with the provisions of these Minimum Standards. Conversely, these Minimum Standards shall not be deemed to modify any existing agreement under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an agreement that requires an entity to exceed the Minimum Standards. In the event of any conflict between the terms of these Minimum Standards and the provisions of any lease or agreement, the terms of the lease or agreement shall be controlling.

These Minimum Standards may be supplemented and amended by the City from time to time and in such manner and to such extent as is deemed appropriate by the City. Minimum Standards shall be reviewed and updated at a minimum every five years or as needed to be amended.

The City reserves the right to lease an existing facility or any portion of an existing facility to a Specialized Aviation Service Operation (SASO) in order to maximize facility, use and business opportunities. A lease of this nature shall be at the City's sole discretion and shall be considered to meet any minimum facility requirements as defined in these Minimum Standards.

The City further reserves the right to designate from time to time the specific areas where individual aeronautical services or a combination of aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space at the proposed site to meet the minimum requirements established herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current Airport Master Plan and the orderly, safe, and efficient operation and development of 28J.

1.06 WAIVER OF MINIMUM STANDARDS

No commercial aeronautical operator will be allowed to operate or provide services not in compliance with these Minimum Standards unless unusual circumstances exist which may give cause for consideration of a temporary waiver. The City may, at its sole discretion, waive or modify any portion of the Minimum Standards for any person or entity when it is determined that such waiver is in the best interest of the public and will not result in unjust discrimination against other commercial aeronautical operators at 28J. Any initial waiver will not exceed 12 months. However, any waiver may be reviewed annually and extended in sole discretion of City.

1.07 GENERAL REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

The following shall apply to all commercial aeronautical activity or service provider, or SASO, at 28J:

1. Unless otherwise provided by the City, all activities of the commercial aeronautical entity shall be conducted on an area or areas of sufficient size to accommodate all services that the commercial aeronautical operator is approved to perform, allowing for future growth and additional services as contemplated by the City or the commercial aeronautical operator at the time of application, but as limited by the space available on 28J.

2. Shall conduct its business operations strictly within the areas assigned to it by the City, and its operations shall not in any way interfere with the operations of other commercial aeronautical entities, agencies, or other businesses operating on 28J, the use of 28J by the general public, or with any common use areas.
3. Shall provide their services or activities on a fair, equal, and not unjustly discriminatory basis to all users thereof, and they will charge fair, reasonable, and not unjustly discriminatory prices for each unit or services provided. Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, and other similar types of discounts to volume purchasers or users of the service provided. Further, any commercial aeronautical entity will insure that any sub-lessee or subcontractor comply with the provisions of this paragraph.
4. Personnel shall meet all federal, state, and local training and certification requirements applicable to their individual duties and company services.
5. Shall control the conduct and demeanor of its personnel and subtenants, as well as to conduct its business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger, or offend any customers, tenants, or competitive operators.
6. Shall employ the necessary quantity of trained staff, on-duty management, and supervisors to provide for the efficient, safe, and orderly compliance with its lease, agreement, sublease, or permit.
7. No right or privilege will be granted to any commercial aeronautical entity which would prevent any entity operating aircraft at 28J from performing any services on its own aircraft with its own direct employees (W-2), including but not limited to maintenance and repair, that it may choose to perform.
8. The City reserves the right to further develop or improve 28J as it sees fit, regardless of the desires or views of the commercial aeronautical operator, and without interference or hindrance. 28J shall make every effort to minimize the disruption of normal airport usage during periods of repair or further airport development.
9. Airport access and security shall be maintained at all times in accordance with standards as may be established and required by the City.
10. Any fine or penalty imposed on the City by the FAA or other governmental body, resulting from lessee's or permittee's use, operations, and occupancy of the leased premises, will be payable by lessee or permittee.
11. Shall keep current and provide the Airport Manager with applicable point-of-contact(s) and phone numbers for emergency purposes.
12. Shall permit its personnel who drive motor vehicles on 28J to do so only in accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations now in existence or as may be hereafter modified, amended, or enacted.
13. Shall keep and maintain its leased premises and all improvements in a neat and orderly condition at all times, and in good and substantial repair, condition, and appearance. Shall keep mowed and in a pleasing condition all landscaping and grass areas within its leased premises.
14. Shall commit no unlawful nuisance, waste, or injury on the leased premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or damage to property on 28J.
15. Shall refrain from creating or allowing on its premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the commercial aeronautical operator's business constitute such violation, although some odors, gases, and vapors may result therefrom.
16. Shall refrain from doing anything which might interfere with the effectiveness or accessibility of 28J's public utilities systems, drainage or sewer system, storm water management system,

- fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in their leased premises.
17. Shall remove or dispose of debris and other waste material, whether solid or liquid, arising from the commercial aeronautical operator's activities. Any garbage, debris, or waste, which may be temporarily stored in the open, shall be kept in suitable metal garbage or waste receptacles equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. Shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal shall comply with all applicable federal, state, and local regulations.
 18. No fuels, oils, greases, detergents, or other insoluble substances shall be placed in the sewage or drainage systems or on the ground. Any SASO, at its sole cost and expense, shall comply with all requests made by the U.S. Environmental Protection Agency (EPA) or other competent governmental authority including, but not limited, to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of equipment and/or aircraft. The installation of any required equipment or structure shall conform to recommended specifications of the EPA or Florida Department of Environmental Protection (FDEP) as applicable.
 19. Shall at no time conduct any aeronautical activity on leased property from a structure that would be considered temporary or mobile under Florida Building Codes and applicable City Ordinances without specific approval from the City.
 20. Shall maintain all aprons, ramps, taxiways, roadways, and parking lots that are constructed by the SASO or reserved for their exclusive use.
 21. Shall refrain from doing any act or thing upon the 28J which will invalidate or conflict with any fire, property, or liability insurance policies covering 28J.
 22. Shall provide an adequate supply of properly located, type, size and operable fire extinguishers and other safety equipment in accordance with the National Fire Prevention Association (NFPA) requirements.

1.08 SUB-LESSEE OR SUBCONTRACTOR REQUIREMENTS

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

1. Lessee must obtain written approval of sublease or subcontractor agreement from the City before allowing sub-lessee or subcontractor to occupy or conduct any form of business from the lessee's leasehold. Said sublease or subcontract shall define the type of business and service to be offered by sub-lessee or subcontractor.
2. Sub-lessee or subcontractor shall also enter into an agreement with the City. Such agreement shall be appropriate to the particular type of services to be provided by sub-lessee or subcontractor. The agreement or permit shall provide for payment by sub-lessee or subcontractor to 28J of fees pertinent to the types of services offered by sub-lessee or subcontractor unless prohibited by written agreement.
3. Lessee must have the facilities and physical space necessary to support the aeronautical services of his sub-lessee(s) or subcontractor(s). Such facilities and space shall be sufficient to accommodate the lessee's aeronautical service as well as those requirements for any sublessee or subcontractor according to these Minimum Standards.
4. The sub-lessee or subcontractor must meet all of the Minimum Standards established by the City for the category or categories of services to be furnished. The Minimum Standards may be met in combination by lessee and sub-lessee or subcontractor. Any sublease or subcontract agreement shall specifically define those services provided by lessee to sublessee or subcontractor that must be used to meet the Minimum Standards.

5. Sub-lessee or subcontractor shall provide evidence of minimum insurance coverage as determined by the City for the categories of service to be offered as noted in Section 1.08 and Appendix B. Additionally, any sub-lessee or subcontractor shall carry premise insurance.

1.09 INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS

Insurance amounts as detailed in Appendix B provide a minimum guideline and may not meet the requirements for every commercial aeronautical entity. Each commercial aeronautical entity should make its own analysis to determine if more is needed. Insurance coverage shall be obtained and paid for by the commercial aeronautical operator as required in the coverage and amounts specified by the City. Commercial aeronautical operators shall demonstrate to the City's satisfaction evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation. Each policy shall name the City of Palatka as additional insured. All insurance required shall apply as primary and not in excess of or contributing with other insurance which the commercial aeronautical entity may carry. A Certificate of Insurance or a copy of the insurance policies shall be furnished to the City with each annual renewal and shall provide 30 days advance written notice of any change in coverage to any policy or cancellation of any policy. The City will provide 90 days' advance notice of any changes to the minimum insurance coverage requirement. The types of insurance as noted in Appendix B may be added to or deleted from as determined by the City in its sole discretion.

A commercial aeronautical operator leaseholder shall be required to carry public liability insurance for any sub-lessee or subcontractor or provide a certificate of insurance which shows the entity and the City as named insured, in amounts commensurate with sub-lessee's or subcontractor's individual activities and services, as determined by the City.

Section 2 – Lease Requirements for Commercial Aeronautical Operators

2.01 BUSINESS PLANNING

The Airport Manager is the first person of contact to discuss providing or increasing a commercial aeronautical opportunity at 28J. At this meeting any prospective commercial aeronautical operator can secure the necessary documents needed to complete the process to become a SASO on 28J. Documents available include:

1. Minimum Standards for Commercial Aeronautical Activities
2. Airport Leasing Policy
3. Application for Ground or Facility Lease or Airport Operating Permit
4. Airport Ground Leasehold Development Process
5. Airport Architecture and Building Design Standards
6. Airport Rates and Charges
7. Sample Ground or Facility Lease
8. Airport Rules and Regulations

2.02 QUALIFICATION AND REQUIREMENTS

Any person desiring to conduct a commercial aeronautical activity on 28J must complete a written application for an Airport Ground or Facility Lease or Airport Operating Permit and submit it to the Airport Manager detailing what aeronautical service or services are to be provided. No processing or approval action is possible until this application is submitted. Such application from any prospective commercial

aeronautical operator assists in the City's determination that the applicant is technically and financially able to perform the services proposed. A person or entity shall have such business background and shall demonstrate the business capability to successfully provide the contemplated commercial aeronautical activity as to meet the City's approval. The information presented shall include financial documentation (annual balance sheets and related) to demonstrate the entity's financial capability to initiate operations and/or to construct improvements that may be required to support the proposed operation, or operations, and also indicate the commercial aeronautical operator's ability to operate the contemplated operations, once initiated. In each instance, the City shall be the final judge as to the qualifications and financial ability of the entity. A business plan may be required of entities desiring to operate on 28J. The City also may request any such additional information as may reasonably be required to evaluate the proposal.

Those commercial aeronautical entities not leasing or subleasing property on 28J, such as an independent aeronautical operator or an independent service provider, also need to provide appropriate documentation as part of the application process for their proposed operation to secure an Airport Operating Permit. Such independent commercial aeronautical operators shall meet and maintain compliance with the applicable Minimum Standards for their commercial activity. The City retains the right to restrict or deny such 28J access if 28J safety or efficiency is compromised by the existence of the proposed commercial service or activity. Further the City has the right to prohibit use or continued use of 28J should a lease holding entity offer same or similar services on 28J. Once an Airport Operating Permit is approved then each year such independent commercial aeronautical operators shall secure an annual renewal of the permit to include providing applicable operational certificates, providing evidence of insurance, and paying any applicable fees.

2.03 APPLICATION TO PROVIDE ON AIRPORT SERVICES

Demonstration of intent to conduct a business operation at 28J shall be by application to the Airport Manager. The following at minimum must be provided:

1. The legal name of the entity submitting this application and its business name (if different).
2. The address and telephone number of the entity and primary contact person.
3. The names, addresses, phone numbers, and short resume of all owners of five (5) per cent or more equity interest, management control, or debt in the entity.
4. A comprehensive listing of all activities proposed to be offered, along with copies of all applicable federal, state, or local operating certificates and licenses held.
5. Evidence of past experience and technical ability to perform and/or develop the proposed services and facilities.
6. Amount of land to lease.
Building space to lease or facilities to construct.
Will there be any subleasing of building space.
7. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
8. The dates for commencement and completion of proposed development or the proposed date for commencement of the intended activities and proposed term for conducting same.
9. The equipment, any special tooling required, vehicles, and inventory proposed to be utilized in connection with the intended activities.
10. Will there be any hazardous materials located on site. If yes, describe.
11. The number of persons to be employed, including the names and qualifications of each management/supervisory person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
12. Periods (days and hours) of proposed operation:

13. The number of aircraft to be utilized in connection with the proposed activities and the make, model, passenger seating capacity, cargo capacity, aircraft registration number, and copies of applicable operating certificates for each aircraft.
14. Amounts and types of insurance coverage to be maintained (no less than required under Minimum Standards).
15. For proposed agreements for lease of unimproved or improved Airport areas, a layout (to scale) of the size, configuration, and location of the property proposed for occupancy and a preliminary drawing(s) of the building(s) and improvements to be constructed, together with the identification of vehicle parking areas (See Ground Leasehold Development Process).
16. For proposed agreements to lease existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, tie-downs, and vehicle parking areas to be utilized (See Ground Leasehold Development Process).
17. Evidence of a written business plan to include:
 - a. Business projections for the first year by quarter and the succeeding 4 years annualized.
 - b. A current balance sheet and previous fiscal year's balance sheet.
 - c. Methods to be used to attract new business (advertising and incentives).
 - d. Amenities to be provided to attract business.
 - e. Plans for physical expansion, if business should warrant such expansion.
18. Contact information of three references (name, title, company, telephone).
19. Contact information of three credit references (name, title, company, telephone).

2.04 ACTION ON APPLICATION FOR COMMERCIAL AERONAUTICAL OPERATORS

With a properly submitted application to the Airport Manager, an agreement or lease will then be developed between the entity and the City. Both documents will be reviewed by the Airport Manager and City Attorney. The Airport Manager will develop a recommendation and provide it to the City Manager who will forward to the City Commission for its final action. This process can take 120 days from the receipt of application.

Applications may be denied for one or more of the following reasons:

1. The applicant, for any reason, does not meet qualifications, standards, and requirements established by these Minimum Standards.
2. The proposed operation or construction will create a safety hazard on 28J.
3. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to 28J.
4. There is no appropriate or adequate available space or building on 28J, to accommodate the proposed activity at the time of application.
5. The proposed operation, 28J development, or construction does not comply or is inconsistent with the Land Development Code, approved Airport Layout Plan, or conflicts with federal, state, or local rules and regulations.
6. The development or use of the land area requested will result in aircraft or building congestion or will unduly interfere with the operation of any present commercial aeronautical operator on 28J or restrict aircraft access to any commercial aeronautical operator's area.
7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the 28J Airport Rules and Regulations, the rules and regulations of any other airport, Florida Department of Aviation (FDOT) aviation regulations, or Federal Aviation Regulations.

9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the City or any lease or other agreement at any other airport.
10. On the basis of current financial information, the entity does not, in the opinion of the City, exhibit adequate financial responsibility to undertake the proposed services.
11. Any party applying, or having an interest in the business, is not sufficiently credit-worthy and responsible in the judgment of the City to provide and maintain the business to which the application relates and to promptly pay amounts required under the lease.
12. The applicant cannot provide a performance bond or other adequate security in an amount required by the City to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.
13. The applicant has committed any crime, or violated any local ordinance, rule, or regulation, which adversely reflects on its ability to conduct the SASO operation applied for.

2.05 SITE DEVELOPMENT AND CONSTRUCTION STANDARDS

Once the City Commission has approved the agreement, both parties sign the lease or agreement and rent becomes applicable. In the meantime, with a supporting recommendation from the Airport Manager, it is usual for a commercial aeronautical operator, if desired, to begin the site development and permitting process. The commercial aeronautical operator shall obtain at its sole expense all licenses and permits necessary for the conduct of the commercial aeronautical operator's activities at 28J as required by the City or any other duly authorized governmental agency. However, no construction of any kind shall be commenced at 28J without final approval from the City, FAA, or any other agency that may have jurisdiction. Any proposed construction or modification of facilities by a commercial aeronautical operator will be subject to the development regulations described in the Airport Ground Leasehold Development Process, the Airport Architecture and Building Design Standards, applicable federal, state, local laws and regulations, Florida Building Codes, applicable City Building Ordinances, NFPA requirements, and conformity with the Airport Master Plan. The City must approve the plans and specifications prior to construction, and also approve the filing by the prospective commercial aeronautical operator of a notice of proposed construction required by FAR Part 77, "Objects Affecting Navigable Airspace," to the FAA (Form 7460-1).

Land that is designated for aeronautical purposes must be developed and used for aeronautical activities only. Non-aviation related activities shall not be allowed in buildings or hangars located on land designated for aeronautical purposes without FAA approval. However, the City may, at its option, grant an exemption to permit in conjunction with an aeronautical use a limited non-aeronautical use of the land and facility usually not to exceed 30%. No commercial aviation operator shall be allowed to operate in, from, or around a City owned t-hangar or bulk row storage hangar.

All improvements constructed on 28J, other than trade fixtures, shall become a part of the land and belong to the City upon expiration, termination, or cancellation of the lease agreement between the commercial aeronautical operator and the City covering such improvements. If the commercial aeronautical operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the commercial aeronautical operator shall be responsible for extending such services and pavement surfaces to its site at the commercial aeronautical operator's sole expense, unless otherwise negotiated with the City. All such utility services and pavement areas shall be constructed in full compliance with 28J and FAA standards, as well as applicable City codes.

Section 3 – Specialized Aviation Service Operation (SASO)

3.01 GENERAL

A Specialized Aviation Service Operation (SASO) is a person or entity that provides a single or limited number of commercial aeronautical services and activities, and shall comply with the Minimum Standards for the specific service or activity described in this section. A SASO may not sell fuel.

Whenever a SASO conducts multiple activities pursuant to one lease, permit, or agreement with the City, and the Minimum Standards for one of the commercial aeronautical operator's activities are inconsistent with the Minimum Standards for another of the commercial aeronautical operator's activities, then the Minimum Standards which are more stringent, and/or more protective of the public's health, safety, and welfare, shall apply. When one or more activity is conducted, the minimum requirements may vary depending on the nature of each activity or combination of activities, but shall not necessarily be cumulative but will be required to obtain insurance for all exposures.

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

A SASO may sublet from another SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial entity on 28J. See Section 1.07 regarding subleasing.

3.02 SASO – AIRCRAFT MAINTENANCE AND REPAIR SERVICES (Airframe, Power Plant, Propeller, Radios, Instruments, and Accessories)

An aircraft maintenance and repair services SASO engages in a business capable of providing a service, or combination of services which otherwise may require FAA certification for the repair of aircraft airframe (major and minor), power plant, propellers, radios, instruments, and accessories for general aviation aircraft. This category shall also include the nonexclusive sale of aircraft parts and accessories. A SASO in this category may provide full-service maintenance and repair services, individual services, or a combination of services. Usually, this type of repair is performed on the aircraft, although it may also include bench repair of items removed from an aircraft that are intended for replacement on that aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, Federal Communications Commission (FCC), or other appropriate agency which are applicable to the operation or services contemplated.
6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet these Minimum Standards in a safe and efficient manner, but never

- less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds a mechanic certificate or an inspection authorization.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring the SASO services.
 8. At the SASO discretion, but strongly encouraged, provide on-call emergency service capability.
 9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
 10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.03 SASO – AIRCRAFT COMPONENT AND SUPPORT SERVICES (ancillary aircraft ground services such as aircraft stripping/painting, aircraft salvage, refurbishing, upholstery)

An aircraft component and support services SASO engages in the business of aircraft support services such as aircraft painting, aircraft salvage, refurbishing, upholstery, and similar aircraft components and support services. This category of commercial aeronautical operator also includes the nonexclusive sale of new and/or used components described above.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall include properly lighted, air-conditioned, and heated office space, storage, and restroom area. Also provide telephone availability.
4. Any shop area and/or equipment and parts storage area provided shall be properly ventilated.
5. Shall possess and maintain all licenses and/or certificates as may be required by the FAA, or other appropriate agency which are applicable to the operation or services contemplated.
6. Shall employ and have on duty during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person currently certificated as a FAA rated repairman or inspector as appropriate to the services to be offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. Any stripping/painting provided must be with a proper spray booth and comply with all federal, state, and local regulations pertaining thereto.
9. Shall conduct all maintenance operations in accordance with applicable Airport Rules and Regulations, National Fire Protection Association requirements, and other applicable safety regulations.
10. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.04 SASO – FLIGHT TRAINING

A flight training SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability.
4. Shall have available for use in flight training, either owned or leased by and under exclusive control of the SASO not less than one aircraft properly equipped and maintained, and FAA certified for flight instruction.
5. Shall have in its employment or under contract, and on duty as required during operating hours, currently FAA certificated instructor pilots and ground instructors in sufficient numbers as may be required, but never less than one instructor/pilot, to meet the demands of the number of students expected to be engaged in such flight training.
6. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type of training offered.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.05 SASO – AIRCRAFT LEASE/RENTAL

An aircraft lease/rental SASO engages in the lease or rental of aircraft to the public for compensation.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.

4. Provide, and at all times maintain not less than one aircraft, owned or leased by and under exclusive control of the SASO, properly equipped and maintained aircraft and FAA certified for rental.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot to provide demonstration and check rides for any aircraft it intends to lease or rent.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.06 SASO – AIRCRAFT CHARTER AND AIR TAXI SERVICE

An aircraft charter and/or an air taxi service SASO engages in the business of providing air transportation of person and/or property, to the general public for hire, on demand, either on a charter basis or as an air taxi operator, as currently defined in the FAR Part 135 “Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft,” or as may be supplemented or amended from time to time.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall have and maintain during the term of the tenancy at 28J, an air taxi license (refer to FAR Part 135) and shall operate in conformance with all appropriate FARs including but not limited to FAR Part 135 as amended.
5. Shall provide not less than one aircraft properly maintained and currently certified under FAR Part 135, either owned or under written lease to the SASO, all of which must meet the requirements of the FAA air taxi commercial operator certificate held by the SASO. Any multi-engine aircraft shall be certified for instrument operations.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, but never less than one person who hold current FAA commercial pilot certificate with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. Shall provide dispatch capability within six hours of a customer request.
7. Employ one person with experience and ability to provide charter quotes, schedule and dispatch support, and customer service.
8. Make satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, etc.

9. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
10. Charter and non-scheduled air taxi companies, not regularly based at 28J, but who are providing service to and from 28J, are not subject to these Minimum Standards, but must comply with the Airport Rules and Regulations.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.07 SASO – AIRCRAFT SALES (NEW AND/OR USED)

An aircraft sales SASO engages in the sale of new and/or used aircraft through brokerage, ownership, franchise, or licensed dealership or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or otherwise, and provides or provides access to such repair, services, and parts, as may be contractually required, to meet any guarantee or warranty on new and/or used aircraft sold by it.

- A. **NEW AIRCRAFT SALES:** An aircraft sales SASO engages in the sale of new aircraft through franchises or licensed dealerships, if required by local, county, or state authority, or distributorship, either on a retail or wholesale basis, of an aircraft manufacturer or used aircraft.
- B. **USED AIRCRAFT SALES:** Many companies engage in the purchasing and selling of used aircraft. This is accomplished through various methods including matching potential purchasers with an aircraft, i.e. brokering, assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, storage, and public restroom. Also provide telephone availability.
4. A dealer of new aircraft shall hold an authorized factory sales or distributor franchise or subdealership. All aircraft dealers shall hold applicable licenses or permits that may be required by any law or regulation.
5. A dealer of new aircraft shall have available or on-call at least one current FAA certificated and airworthy model demonstrator for the aircraft in its authorized product line. A new aircraft dealer shall be able to provide for demonstration of additional models of the manufacturer for which a dealership is held.
6. Dealers of used aircraft shall have reasonable access to aircraft offered for sale for purpose of demonstration.
7. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, or be able to obtain within eight hours of a request a fully qualified pilot for the aircraft to be demonstrated.
8. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
9. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.08 SASO - AIRCRAFT HANGAR STORAGE

An aircraft hangar storage SASO engages in the rental of space within conventional, open-bay, bulk hangars for the temporary or long-term parking or storage of aircraft.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including a restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space(s).
4. Shall have his facilities available for the tenant's aircraft removal and storage on a continuous basis.
5. Shall determine which party is responsible for the tenant's aircraft removal and storage on a continuing basis.
6. Shall employ trained personnel to meet all requirements for the storage of aircraft with appropriate equipment and on site during all aircraft operations.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.09 SASO – AIRCRAFT MANAGEMENT SERVICES

An aircraft management services SASO engages in the operational management of based aircraft for specific aircraft owners. Typically, an aircraft management service operator ensures or provides aircraft maintenance coordination, storage, dispatch, aircrew assignment, and ground servicing for these aircraft. An aircraft management service SASO may choose not to own or exclusively lease the aircraft to be managed and would therefore be prohibited from self-fueling such aircraft. Copies of management services agreements between the aircraft owner and the SASO must be furnished to the City.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, storage, and public restroom. Also provide telephone availability.
4. Shall provide and have based upon its leasehold properly certificated and maintained aircraft.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers to carry out services as may be required to meet the Minimum Standards in a safe and efficient manner, and all pilots must hold current FAA commercial pilot certificates with appropriate ratings to permit the flight activity offered by the SASO. All flight crews shall be properly rated for the aircraft operated. The SASO shall provide reasonable assurance of the continued availability of qualified operating crews within

- a reasonable notice period.
6. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.10 SASO – SPECIALIZED COMMERCIAL FLYING SERVICES

A specialized commercial flying service SASO engages in air transportation for hire for the purpose of providing the use of aircraft for activities including, but not limited to the following:

1. Nonstop sightseeing flights that begin and end at the same airport within a 25-mile radius of the airport.
2. Crop-dusting, seeding, spraying, bird chasing, fish spotting, etc.
3. Banner towing and aerial advertising.
4. Aerial photography, mapping, or survey.
5. Aerial fire fighting.
6. Power line or pipeline patrol.
7. Airborne mineral exploration.
8. Aerial ambulance.
9. Any other operations specifically excluded from FAR Part 135.

Minimum Standards:

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including restroom and properly sized paved aircraft apron.
3. May provide properly lighted, air-conditioned, and heated office space.
4. Shall provide and have based on its premises, owned or leased by and under exclusive control of the SASO, a minimum of one airworthy aircraft, suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Florida with respect to the type of operations to be performed.
5. Shall provide evidence of all applicable FAA and other government agency certificates for services being provided.
6. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
7. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
8. In the case of crop-dusting or aerial application, the SASO shall make suitable arrangements and have such space available in its leased area for the safe loading and unloading and storage and containment of noxious chemical materials and that it is properly licensed by the Florida Department of Agriculture for aerial application in the State of Florida.
8. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

NOTE: With prior permission of the City, some requirements above may be satisfied by a sublease of such space from an existing SASO or through an aeronautical operator agreement for existing facilities, if available, from the City. See Section 1.07 regarding subleasing.

3.11 SASO – INDEPENDENT AERONAUTICAL OPERATOR

An independent aeronautical operator SASO requires the use of an aircraft to conduct its commercial aeronautical activity at 28J, however, the independent aeronautical operator does not have commercial tenancy on 28J. This SASO provides a single-service aeronautical activity on 28J and may include, but is not limited to, sightseeing; flight instruction; aerial advertising; aerial photography, mapping, or survey; power line or pipeline patrol; firefighting or fire patrol; fish spotting; airborne mineral exploration; aerial ambulance; aircraft broker/dealer; aircraft rental; aircraft charter.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases the only 28J requirement is access to the airport or a tie down space since all other activities of the business are normally conducted off the airport. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business on 28J. In no case shall a City owned aircraft storage t-hangar be used to operate a commercial operation on 28J. However a properly permitted independent aeronautical operator SASO may use such hangar for aircraft storage only. An independent aeronautical operator SASO may also sublet from another SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on 28J. See Section 1.07 regarding subleasing.

A person holding a current FAA flight instructor certificate, who gives occasional flight instruction (does not advertise or proactively make available flight instruction) to an aircraft owner in the aircraft owner's aircraft, shall not be deemed a commercial aeronautical operator.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Palatka for the privilege to operate their commercial aeronautical activity on 28J. Such agreement is in addition to any possible subtenant status to another SASO.
2. Shall provide equipment and services required to meet the Minimum Standards as herein described elsewhere in Section 4 for the category of aeronautical activity the SASO is performing.
3. Shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except multiple uses can be made of all aircraft owned or under lease by the SASO.
4. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
5. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.
6. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.12 SASO – INDEPENDENT SERVICE PROVIDER

An independent service provider SASO is a person or entity on 28J that does not require an aircraft and does not operate from owned or leased property on 28J. Examples of independent service provider include but are not limited to: certified mechanics and inspectors, aircraft detailers, prop balancing, and oil recyclers.

The City recognizes that certain commercial aeronautical operations do not always interface directly with the public and, therefore, do not necessarily require public facilities to satisfactorily conduct business. In some cases, the only 28J requirement is access to the airport to conduct its commercial aeronautical business. Such a provider must obtain an annual Airport Operating Permit from the City to conduct such business upon 28J. A properly permitted independent service provider may also sublet from a SASO with approval of the City and payment of appropriate fees for the privilege to operate a commercial operation on 28J.

Minimum Standards:

1. Except as otherwise noted previously herein, this SASO shall have a permit or agreement with the City of Palatka for the privilege to operate their commercial activity on 28J. Such agreement is in addition to any possible subtenant status to another SASO.
2. Shall provide evidence of all applicable FAA or other government agency certificates for the services being provided.
3. Shall provide sufficient qualified personnel necessary to meet the Minimum Standards for each aeronautical service provided. However, multiple responsibilities may be assigned to employees where feasible.
4. For any SASO who do not post regular operating hours shall provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
5. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.13 SASO – COMMERCIAL PARACHUTING AND SKYDIVING

A commercial parachuting and skydiving SASO engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.

Minimum Standards

1. Shall lease sufficient land area, as approved by the City, to provide for all buildings, aircraft parking, paved ramped area, and on-site customer and employee parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized paved aircraft apron. Apron shall have tie down capability for all non-hangared aircraft capable of being tied down.
3. The facility shall be properly lighted, air-conditioned, and heated to include office space, floor space for lobby or public waiting area, classroom or suitable accommodation for proper ground school instruction, storage, and public restroom. Also provide telephone availability. Also within the hangar or building should be an area for parachute rigging.
4. The commercial aeronautical operator shall meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), FAR Part 105 “Parachute Operations,” and related FAA Advisory Circulars.

5. Shall provide suitable space equipped with adequate audio and visual aids for effective ground school instruction. All materials, supplies, and training methods must meet FAA requirements for the type training offered.
6. Shall have available for skydiving, either owned or underwritten lease to the SASO, at least one properly certificated and equipped aircraft for skydiving.
7. Hours of operation will be at the discretion of the SASO but shall only be daylight hours.
8. Shall have in its employ or under contract and on duty as required during operating hours trained personnel in such numbers as may be required to meet the Minimum Standards in a safe and efficient manner, but no less than one properly FAA certified and qualified pilot properly rated for the aircraft to be used and the type of operation to be performed.
9. Shall have one appropriately rated jumpmaster.
10. Shall maintain appropriate hours of operation sufficient to meet public demand or provide a point of contact telephone communication capability for the public desiring to utilize the SASO services.
11. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

3.14 FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, flying clubs are permitted at 28J but are subject to these Minimum Standards, the Airport Rules and Regulations, federal, state, and local laws and regulations, and other restrictions as may be set forth in an operating agreement. A flying club qualifies as an individual under the FAA grant assurances. As such, a flying club has the right to fuel and maintain the aircraft of its members. All flying clubs desiring to base their aircraft and operate on 28J must comply with the applicable provisions of these standards and requirements. However, they shall be exempt from regular commercial aeronautical operator requirements upon satisfactory fulfillment of the following:

Minimum Standards:

1. Shall lease existing property or lease sufficient land area, as approved by the City, to provide all buildings, aircraft parking, paved ramp area, and parking to accommodate activities and operations proposed. Parking requirements will be in accordance with City code.
2. Such facility shall meet 28J Architectural and Building Design Standards, NFPA requirements, Florida Building Codes, and all applicable City Building Ordinances including properly sized aircraft apron. Apron shall have tie-down capability for all non-hangared aircraft capable of being tied down.
3. A flying club shall be a non-profit or not-for-profit entity (corporation, association, or partnership) organized for the express purpose of providing its members with one or more aircraft for their personal use and enjoyment only. The lease or ownership of the aircraft(s) must be vested in the name of the flying club, or owned on a pro rata basis by all of its members. The property rights of the members of the flying club shall be equal and no part of the net earnings of the flying club will inure to the benefit of any member in any form, such as salaries, bonuses, etc. The flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft, facilities, and overhead, if any.
4. Flying clubs may not offer or conduct charter and/or air taxi services, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members owning the aircraft, and only members of the flying club may operate the aircraft. Instruction may be given by a certified instructor member of the flying club or a SASO based on 28J authorized to provide flight training. Any properly licensed mechanic who is a regular

- member of the flying club, or a SASO based on 28J authorized to provide maintenance, is permitted to perform maintenance on aircraft owned by the flying club.
5. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than to a member of such flying club, except that a flying club may sell or exchange its capital equipment for replacement.
 6. The flying club shall furnish the Airport Manager a copy of its charter and by-laws, articles of incorporation, association, partnership agreement, or other documentation supporting its existence; evidence of the club's status as a nonprofit organization; roster or list of members, including names of officers and directors, to be revised on an annual basis; evidence of insurance in the amounts determined by the City; number and type of aircraft; evidence that all aircraft are properly certificated; evidence that ownership of the aircraft to be used are vested in the club; and the operating rules of the club. The books and records of the club shall be available for review at any reasonable time by the City.
 7. See Section 1.08 and Appendix B for insurance coverage requirements for this commercial aeronautical activity on 28J.

Appendix A - 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 Palatka 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** – Any contrivance now known or hereafter invented, used, or designed for navigation of or flight in air. Examples of aircraft include, but are not limited to, airplane, glider, rotorcraft (helicopter or gyroplane), balloon, blimp, and ultralight.
- **Aircraft Maintenance** – The inspection, overhaul, repair, preservation, and the replacement of parts. Major repairs include major alterations to the airframe, power plant, and propeller as defined in 14 CFR Part 43 Maintenance, Preventive Maintenance, Rebuilding, and Alteration. Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, or adjustment of aircraft and their accessories.
- **Airport** – All land within the legal boundaries of Palatka Municipal Airport, owned by the City of Palatka.
- **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, nav aids, etc.
- **Airport Manager** – The individual appointed and authorized by the City of Palatka to administer and manage all operations of the airport and airport facilities.
- **Airport Operating Permit** – An administrative approval issued by the City of Palatka (normally not exceeding annually) to a person or entity to conduct an aeronautical or commercial aeronautical activity on the airport.
- **Airport Rules and Regulations** – Rules and Regulations of the airport, properly adopted by Resolution of the City Commission of the City of Palatka, as may be amended from time to time.

- Apron (or Ramp) – A defined area of an airport intended to accommodate aircraft for the purposes of loading and unloading passengers or cargo, refueling, parking, or maintenance.
- City – The City of Palatka, located in Putnam County, Florida
- Commercial Aeronautical Activity – An activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport and the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.
- Commercial Aeronautical Operator – An entity engaging in an activity which involves, compliments, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. A commercial aeronautical operator may be classified as a Specialized Aviation Services Operation (SASO).
- Entity – A person, persons, firm, limited-liability company, corporation, partnership, unincorporated proprietorship, association, or group formed for the purpose of conducting the proposed activity.
- 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.
- 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.
- Fuel – Any petroleum product used for the purpose of providing propulsion to an aircraft.
- Lessee – An entity that has entered into an agreement with the City of Palatka 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, economical, 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 for Commercial Activity (Minimum Standards) – The qualifications, criteria, and standards established by the City of Palatka as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the airport.
- Person – Any individual, firm, partnership, corporation, company, association, joint stock association, or body politic or any other group acting as an entity, or combination of thereof; and further includes any trustee, receiver, committee, assignee, or other representative or employee thereof.
- Regulatory Measures – Federal, state, county, city, and airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, the FDOT, NFPA, Airport Minimum Standards, Airport Rules and Regulations, all as may be in existence, hereafter enacted, and amended from time to time.
- Repair Station – A certificated aircraft maintenance facility approved by the FAA to perform certain specific maintenance functions. These facilities are certificated under 14 CFR Part 145 “Repair Stations.”
- Self-Service – Refers to the refueling, repair, preventative maintenance, towing, adjustment, cleaning, and/or other general services of any aircraft performed by the aircraft owner, or by such direct employee(s) of an aircraft owner with resources supplied by the aircraft owner.
- Shall (or will or must) – These words are always mandatory.

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- **Specialized Aviation Service Operation (SASO)** – A commercial aeronautical entity that offers a single or limited service. These types of companies typically offer only a specialized aeronautical such as aircraft sales, flight training, aircraft maintenance, aircraft rental, or avionics services for example.
- **Subcontract** – A written agreement stating the terms and conditions under which a third-party person renders aeronautical services or materials on the airport necessary for the performance of another contract at the airport.
- **Sublease** – 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.
- **Through the Fence** – The right to have direct access to the airport from private property located contiguous to the airport whereby aircraft located on the private property has direct access to the airport's runway and taxiway system.

Appendix B – Insurance Requirements for Commercial Aeronautical Operators

Minimum Standard Insurance Requirements												Appendix B		
Category >>>	Fixed Base Operator	Aircraft Maintenance & Repair Services	Aircraft Component & Support Services	Flight Training	Aircraft Lease/Rental	Aircraft Charter & Air Taxi Services	Aircraft Sales New and/or Used	Aircraft Hangar Storage	Aircraft Management Services	Specialized Commercial Flying Services	Independent Aeronautical Operator	Independent Service Provider	Commercial Parachuting & Skydiving	Flying Club
Insurance Requirement v v v														
Airport Liability with Combined Single Limit (CSL) including Premise Liability NOTE 1	\$3,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$100,000/ \$300,000 NOTE 5	\$1,000,000	\$1,000,000
Aircraft Liability with Combined Single Limit (CSL) including Bodily Injury & Property Damage and per Passenger Sub-limits >=\$100,000 NOTE 1	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000 NOTE 2	\$1,000,000 NOTE 2	\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000
Hangar Keeper's Liability	\$1,000,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2		\$500,000 per occurrence NOTE 2	\$500,000 per occurrence NOTE 2
Comprehensive Business Auto Liability with Combined Single Limit (CSL) including Hired and non-owned	\$1,000,000 per occurrence	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence NOTE 2	\$1,000,000 per occurrence	
Workers Compensation and Employers Liability	Statutory Limits as required by Florida law NOTE 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3	Statutory Limits as required by Florida law NOTE 2 & 3
Pollution Liability with a Combined Single Limit (CSL)	\$1,000,000													
Student and Renter's Liability	If Applicable			YES	YES						If Applicable		YES NOTE 4	If Applicable

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

NOTE 2: As applicable

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

NOTE 4: Also include individual jumper liability insurance

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