

1.0 INTRODUCTION

1.1. Preamble

The City of New Braunfels (the “City”), Texas is responsible for the conduct of aeronautical and related activities at New Braunfels Municipal Airport. The New Braunfels Municipal Airport (the “Airport”) is subject to Grant Assurances which require compliance with the Federal Aviation Act of 1958, as amended, and its predecessor, the Civil Aeronautics Act of 1938; the Civil Rights Act of 1964; FAA order 5190.6B, Airport Compliance Requirements; Advisory Circular 150/5100-16A, Airport Improvement Program Grant Assurances; and Advisory Circulars 1150/5190-6 Exclusive Rights at Federally Obligated Airports and 150/5190-7 Minimum Standards for Commercial Aeronautical Activities.

The Federal Aviation Administration (FAA) encourages Airport Owners to develop and publish Minimum Standards for Commercial Aeronautical Services and Commercial Aeronautical Activities to assist in meeting the Airport Owner’s obligations to the FAA. Such Standards must be reasonable, fair, equal, and not unjustly discriminatory. The Minimum Standards established for any particular commercial aeronautical activity must be relevant to that activity, must be reasonable in scope and must be applied objectively and uniformly. Standards, thus established and applied, promote economic stability by encouraging service levels desired by the public and discouraging unqualified applicants.

1.2. Purpose

The purpose of these General Aviation Minimum Standards (Minimum Standards), set forth below, are to provide commercial aeronautical businesses and operators, hereinafter “Operator” or “Operators,” the threshold entry requirements that must be met by any entity desirous of engaging in Commercial Aeronautical Activities at the Airport. In addition, these Minimum Standards are designed to protect aviation consumers (which include the owners and operators of based and transient aircraft as well as the public) from unqualified, inexperienced, unlicensed, uncertified, unsafe, and inadequate (substandard) Operators. As such, the underlying objectives of these Minimum Standards are to:

- 1) Establish minimum entry qualifications for Operators willing to engage in Commercial Aeronautical Activities or Commercial Aeronautical Services at New Braunfels Municipal Airport including but not limited to, the provision of aeronautical products, services and/or facilities to the public;
- 2) Encourage the provision of high quality products, services, and facilities to Airport users;
- 3) Encourage the development of quality improvements at the Airport;
- 4) Promote the economic health of Airport businesses;
- 5) Promote the orderly development of Airport Property;

- 6) Promote the design and development of quality General Aviation Improvements and facilities at the Airport;
- 7) Promote the economic self-sufficiency of the Airport; and
- 8) Protect the public from unsafe, inadequate, or substandard aeronautical products, services, and facilities; and insure that those Operators engaged in Commercial Aeronautical Activities or Commercial Aeronautical Services at the Airport are not exposed to unfair competition.

Additionally, these Minimum Standards were developed taking into consideration the current and anticipated:

- 1) Role of the Airport;
- 2) Range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport;
- 3) Future prospects for and the anticipated development of the Airport and the community;
- 4) Promotion of fair competition at the Airport;
- 5) Development of the Airport; and
- 6) Needs of aviation consumers and the public at the Airport.

An "Operator", which is defined as any person or persons, partnership, company, trust corporation, or other entity based on the Airport and providing one or more Commercial Aeronautical Services at the Airport, are subject to, and charged with knowledge of, all applicable federal, State, and local laws, codes, ordinances, and/or regulations, including Airport Rules and Regulations, and to the terms of its Lease Agreement, or License to do business at the Airport.

1.3. Scope

- 1.3.1. These Minimum Standards specify the standards and requirements that must be met by an Operator desiring to engage in one or more Aeronautical Activities at the Airport.
- 1.3.2. A fair and reasonable opportunity, without unjust discrimination, shall be afforded to all applicants to qualify, or otherwise compete for, available Airport facilities, and the furnishing of selected Commercial Aeronautical Services and/or Commercial Aeronautical Activities subject to these Minimum Standards and Requirements for the Conduct of Commercial Aeronautical Services and Activities at New Braunfels Municipal Airport, as established by the City of New Braunfels.

- 1.3.3. Throughout these Minimum Standards, the words “standards” or “requirements” shall be understood to be modified by the word “minimum” except where explicitly stated otherwise. 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 of New Braunfels in its sole discretion. All Operators are encouraged to exceed the applicable Minimum Standards. No Operator shall be allowed to engage in Aeronautical Activities or Services at the Airport under conditions that do not, in the City’s sole discretion, meet these Minimum Standards.
- 1.3.4. The implementation of Minimum Standards is not intended to cause any existing Commercial Operator to retrofit its facilities to come into compliance while under an existing Lease Agreement (“Agreement”). However, all Operators are encouraged to exceed the applicable minimum standards. No Operator shall be allowed to occupy or use land or improvements at the Airport, or engage in Aeronautical Activities at the Airport under conditions that do not, in the City’s sole discretion, meet these Minimum Standards.
- 1.3.4.1. *While existing Operators are requested to comply with these Minimum Standards, the approval hereof does not alter current Agreements between the Airport and its tenants. Existing Operators are not required to immediately retrofit facilities. However, when an Operator modifies the Commercial Aeronautical Activity(s), or Commercial Aeronautical Service(s) which is licensed by the Airport to perform, the Operator will be required to comply with these Minimum Standards for all new activities/services under the modified agreement. Thus, when an Operator enters into a new agreement upon the expiration or termination of an existing agreement, the Operator will be required to comply with these Minimum Standards.*
- 1.3.5. Aeronautical Activities may be proposed that do not fall within the categories design herein. In any such cases, appropriate minimum standards shall be developed on a case-by-case basis for such activities and incorporated into the Agreement.
- 1.3.6. Specialized Aviation Service Operators (SASO) are encouraged to be subtenants of Fixed Base Operators (FBO); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may sublease Improvements from another SASO, lease land from the City and may request in writing to the Airport Director to construct Improvements on such land in the areas designated by the Airport, or lease Improvements from the Airport.
- 1.3.7. The Adoption Date of these Minimum Standards is **09/13/2010**

1.4. Applicability

- 1.4.1. These Minimum Standards shall apply to any new Agreement or any extension of the term of an existing Agreement relating to the occupancy or use of Airport land or Improvements for Aeronautical Activities. If an Operator desired, under the terms of an existing Agreement, to materially change its Aeronautical Activities, the City shall as a condition of its approval of such change, require the Operator

to comply with these Minimum Standards. Sole discretion as to the determination of a material change to an Operator's Aeronautical Activity shall remain with the Airport.

- 1.4.2. These Minimum Standards do not affect any Agreement or amendment to such Agreement properly executed prior to the Adoption Date of these Minimum Standards except as provided for in such Agreement, in which case these Minimum Standards shall apply to the extent permitted by such Agreement.

1.4.2.1 Operators with an Agreement with the City executed before the Adoption Date and completed improvements before the Adoption Date shall not be deemed out of compliance with these Minimum Standards as they apply to the Operator's current Activity for failure to meet Leased Premises as set forth in Section 2 and within the Leased Premises subparagraph of each Activity.

- 1.4.3. These Minimum Standards shall not be deemed to modify any existing Agreement Under which an Operator is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into or enforcing an Agreement that requires an Operator to exceed the Minimum Standards.

- 1.4.4. The establishment of these Minimum Standards does not alter the City's proprietary right to engage in the development of Airport property as it deems prudent.

- 1.4.5. An Operator which is a lessee or sublessee of the Airport must be licensed by the Airport for the Commercial Aeronautical Activity or Commercial Aeronautical Service it conducts. The license process involves registering company information along with the proper insurance coverage certificates and any federal or state licenses or certificates that the Operator has.

- 1.4.6. The Airport Director reserves the right to adopt such amendments to these Minimum Standards as it determines are necessary or desirable to reflect current trends of commercial aeronautical activity and availability of property for lease, for the benefit of the general public or the operation of the Airport. Existing Operators will be provided thirty (30) days prior written notice of such changes.

- 1.4.7. Operators currently providing Activities without an Agreement or Permit with the Airport are hereby granted one year to become compliant with Section 2.2 Agreement/Approval of these Minimum Standards.

2.0. GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities or Commercial Aeronautical Services at the Airport shall meet or exceed the requirements of this section as well as the Minimum Standards applicable to the specific Activities set forth in subsequent sections. Additional information such as, Rules and Regulations, and fee structures are available from the office of the Airport Director at the New Braunfels Municipal Airport, 2333 FM758, New Braunfels, TX 78130.

2.1. Experience/Capability

- 2.1.1. The prospective Operator shall furnish a detailed business plan, which, in the sole judgment of the City, demonstrates the capability of providing high quality products, services, and facilities, and engaging in Activities in a good and workmanlike manner.
- 2.1.2. The prospective Operator's business plan shall, in the sole judgment of the City, demonstrate the financial resources and capability to develop and maintain Improvements; procure and maintain required vehicles, equipment, and/or Aircraft; employ personnel, and engage in the Activity at the Airport.
- 2.1.3. The prospective Operator's business plan shall include a statement of the Operator's past experience in the specified Commercial Aeronautical Activities or Commercial Aeronautical Service(s).

2.2. Agreement/Approval

- 2.2.1. No Operator shall engage in an Activity unless the Operator has an Agreement and License with the Airport authorizing such Activity, or the Operator has received approval from the Airport Director to sublease land or Improvements from an authorized Operator and conduct the Activity at the Airport.
- 2.2.2. A reasonable opportunity, without unjust discrimination, shall be afforded to all applicants to qualify, or otherwise compete for, available Airport facilities and the furnishing of selected Commercial Aeronautical Activities or Commercial Aeronautical Services subject to these Minimum Standards.
- 2.2.3. An Agreement shall not reduce or limit the Operator's obligations with respect to these Minimum Standards.
- 2.2.4. Operator shall comply with all the provisions of the Agreement between the Operator and the City.

2.3. Application Requirements

The prospective Operator shall submit the following information to the Airport Director in written form, and thereafter such additional information as may be requested by the Airport Director:

- 2.3.1. As a condition precedent to the granting of an operating privilege on the Airport, the prospective Operator's business plan must detail the intended operation and the means and methods to be employed to accomplish the complemented operations per established operating standards and requirements, in order to provide high-quality service to the users of New Braunfels Municipal Airport Including:
 - 2.3.1.1 *The name, address, and telephone number of the applicant. If the applicant is a corporation, the name, address and telephone number of the registered agent of the corporation. If the applicant is a*

partnership/joint venture or limited liability company, the names, addresses, and telephone numbers of all general investors, partners, and/or members;

2.3.1.2. The services to be offered;

2.3.1.3. The proposed date for commencement of operations;

2.3.1.4. The amount of land to be leased;

2.3.1.5. The square footage of improvements to be constructed or leased;

2.3.1.6. The number of aircraft to be provided;

2.3.1.7. The number of persons to be available to provide the services offered;

2.3.1.8. The hours of proposed operation;

2.3.1.9. A current and complete financial statement;

2.3.1.10. Evidence of financial capability to perform and provide the services and facilities;

2.3.1.11. Commitment to provide insurance as required by the City;

2.3.1.12. Copies of Licenses, certificates/certifications, and permits possessed by the Applicant or its key employees, to be based at the Airport, which are necessary or required to perform the proposed Commercial Aeronautical Activities or Commercial Aeronautical Services; and

2.3.1.13. Other information which may be required by the City.

2.4. Payments of Rents, Fees, and Charges

2.4.1. Operator shall pay the rents, fees, other charges specified by the City for leasing or using land or improvements or engaging in Commercial Aeronautical Activities or Commercial Aeronautical Services.

2.4.2. No Operator shall be permitted to engage in Commercial Aeronautical Activities or Commercial Aeronautical Services unless said Operator is current in the payment of all rents, fees, charges, and other sums due to the City under any and all Agreements the Operator has with the City.

2.4.3. Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due to the City shall be grounds for revocation of the Agreement or approval authorizing the occupancy or use of land or Improvements or the conduct of Commercial Aeronautical Activities or Commercial Aeronautical Services at the Airport.

2.5. Leased Premises

Operator shall lease, sublease, or construct sufficient Improvements for the Activity as stated in these Minimum Standards. All Operators must acquire a Certificate of Occupancy (COO) from the City's Building Department before moving into the Leased or Subleased premises. If an Operator desires to sublease space to another person(s) to provide one or more specialized aviation services, the following conditions shall apply:

- 1.) Prior to finalizing an agreement, the Operator and the proposed sublessee must obtain conceptual approval from the Airport Director for the sublease and the type of business and service to be offered by the sublessee Operator.
- 2.) The sublessee Operator must meet all of the Minimum Standards established by these Minimum Standards for the category or categories of services to be furnished. The Standards may be met in combination by the lessee Operator and the sublessee Operator. In addition, cross-utilization of personnel between the Operator and the sublessee may be permitted to the extent that personnel qualifications and licensing requirements and the applicable operating hours of these Standards are met. The sublease agreement shall specifically define those services provided by the Operator to the sublessee that must be used to meet the Standards.
- 3.) The Operator must have the facilities and physical space necessary to support the aeronautical services of his sublessees. Such facilities and space shall be sufficient to accommodate the Operator's aeronautical service as well as those requirements for the sublessee according to these Minimum Standards.
- 4.) The Operator must obtain written approval of the sublease agreement from the Airport Director before allowing the sublessee to occupy or conduct any form of business from the Operator's leasehold.
- 5.) The sublessee Operator shall obtain a License from the Airport Director. Such License shall be appropriate to the particular type of services to be provided by the sublessee Operator. The License shall provide for payment by the sublessee Operator to the Airport user fees pertinent to the types of services offered by sublessee.
- 6.) The sublessee Operator shall provide evidence of minimum insurance coverage as determined by the City for the categories of service to be offered.

All permanent improvements constructed on the Airport, other than trade fixtures, shall become a part of the land and belong to the Airport upon expiration, termination, or cancellation of the Lease Agreement between the Operator and the City covering such improvements unless otherwise specified by Agreement. If an Operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the Operator shall be responsible for extending such services and pavement surfaces to its site at the Operator's sole expense, unless otherwise negotiated with the City. All such utility services and pavement areas shall be constructed in full compliance with City, County, State, and FAA standards.

Leased Premises that are used for Commercial purposes and require public access shall have access through the lessee's leasehold to direct public street-side access.

2.5.1. Apron/Paved Tie-downs

All aprons/paved tie-down areas shall be designed and constructed in accordance with the current and FAA approved Airport Master Plan, and:

2.5.1.1. Aprons/paved tie-downs (if required) must be sufficient, in size and weight bearing capacity, to accommodate the movement, staging and parking of Operator's, Operator's Sublessee's, and customer's Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in Taxilanes or Taxiways.

2.5.1.2. Aprons associated with hangars shall be sufficient, in size and weight bearing capacity, to accommodate the movement of Aircraft in and out of the hangar, staging, and Parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating on Taxilanes or Taxiways.

2.5.2. Vehicle Parking

2.5.2.1. Paved Vehicle Parking shall be sufficient to accommodate all Operator's and Operator's Sublessees' (if Subleasing facilities) customers, employees, visitors, vendors, and suppliers Vehicles on a daily basis.

2.5.2.2. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility.

2.5.3. Operators providing rotary wing Aircraft parking must follow AC150/5390-2B in the design of the Apron to be utilized for rotary wing Aircraft parking.

2.6. Inspections

The City, and other interested regulatory State and Federal agencies shall have the right of entry upon any tenant's premises to inspect the operation, facilities, and equipment at any reasonable time, for any purpose necessary, incidental to, or connected with the performance of its obligations, or in the exercise of its governmental functions.

Inspections will include, but not limited to, the investigation of each tenant's compliance with Federal, State, County, and City regulations pertaining to building codes and repairs, safety and fire prevention, sanitation, flight operations and maintenance, as these apply to the Minimum Standards and terms of the Lease and Operating Agreement.

2.7. Facility Maintenance

Operator shall, at its sole cost and expense, maintain, repair, and keep in good condition all of its Improvements on the Leased Premises, as hereinafter described:

- 2.7.1. Operator shall maintain the Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a neat, safe, and orderly condition.
- 2.7.2. Operator shall have the necessary utility meters installed, as required by the utility company(s), at Operator's expense. Operator shall pay all utility charges, including, but not limited to, electricity, water, wastewater, natural gas, and telephone. Operator shall maintain and repair all utility service lines and fixtures, including lighting fixtures, within the Leased Premises to the extent the utility company providing such utility service does not perform such maintenance or repair.
- 2.7.3. Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, and any related services necessary to maintain the improvements in good condition, normal wear and tear excepted.
- 2.7.4. Operator shall provide for their own refuse, waste removal, and recycling of materials from the Airport. No uncovered trash containers will be permitted in any area. Areas to be used for refuse, waste containers, or recycling containers shall be designated by the Airport Director and no other area shall be used. Operators shall keep such area clean and sanitary at all times.
- 2.7.5. Floors of hangars, shelters, terminal apron, and ramp areas, used by Operators exclusively, or used in their operations shall be kept clean and clear of oil, grease and other materials.
- 2.7.6. Operator must comply with all City, County, State, and Federal environmental statutes and regulations and as may be amended. Each Operator shall be responsible for the proper removal, mitigation, or disposal of any pollutants including but not limited to smoke, noise, glycol, detergents, or petroleum products.
- 2.7.7. Operator shall not stock or store materials and equipment in such a manner as to be unsightly or to constitute a hazard to persons or property. Hazardous waste material shall be stored according to applicable Federal and State regulations.
- 2.7.8. Operator shall supply, maintain in good operating order and recharge as necessary such adequate and readily accessible fire extinguishers as may be required by the State and Federal regulation. Vehicles owned or leased by the operator and used on the Airport Operations Area shall also be equipped with fire extinguishers.
- 2.7.9. Operator shall replace in like kind any property damaged by its Employees, agents, visitors, suppliers, patrons, subtenants, contractors, persons with whom they do business, or Operator's Activities or require sufficient insurance coverage from these users to pay for property they damage.

2.8. Products, Services, and Facilities

In addition to those products, services, and facilities specifically identified and required in Section three (3) - Fixed Base Operator (FBO), an FBO may engage in any Activity or Activities, as long as applicable standards specified herein are met.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in these Minimum Standards. All Operators must comply with the following:

- 2.8.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all customers and users of the Airport.
- 2.8.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product or service provided, the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.8.3. Operator shall conduct its Activities on and from the Leased Premises in a safe, efficient, and first class professional manner consistent with the degree of care and skill exercised by experience operators providing comparable products, services, and facilities and engaging in similar Activities from similar leaseholds in like markets.

2.9. Nondiscrimination

- 2.9.1. Operator shall not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, sex, sexual orientation, age, disability, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation affecting Title VI of the Civil Rights Act of 1964, as amended or reenacted. Authorized Activities in the Airport shall be furnished on a fair, equal and non-discriminatory basis to all users thereof.

2.10. Licenses, Permits, Certifications, and Ratings

- 2.10.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the City or any other duly authorized Agency prior to engaging in any Activity at the Airport. Operator shall provide copies of such licenses, permits, certifications, or ratings to the office of the Airport Director.

2.11. Personnel

- 2.11.1. Operator shall have in its employ, on duty, and on premises during operating hours, trained and courteous personnel in such numbers as are required to meet

these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe and efficient manner.

- 2.11.2. Operator shall provide a responsible person to supervise Activities and such person shall be authorized to represent and act for and on behalf of the Operator during all hours of Activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or cell phone.

2.12. Security

- 2.12.1. Operator shall designate a responsible person for the coordination of all security communications and procedures.
- 2.12.2. Operator shall develop and maintain a Security Plan. Operator's Security Plan shall be submitted to the office of the Airport Director no later than 30 days before Operator commences Activities at the Airport. Operator is solely responsible for implementation of and compliance with Operator's Security Plan. The Airport does not have set guidelines for the Operator's Security Plan. Operators should use their own discretion when creating one.

2.13. Insurance

- 2.13.1. Operator shall procure and maintain, during the term of an Agreement, insurance policies required by the City and the types and minimum limits set forth by the City. The companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of Texas.
- 2.13.1.1. When coverage or limits set forth in these Minimum Standards are not commercially available, appropriate replacement coverage or limits must be approved by the City.*
- 2.13.2. When an Operator engages in more than one (1) Activity, the minimum limits shall vary depending upon the nature of each activity and/or combination of Activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity. However, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum.
- 2.13.3. All insurance, which an Operator is required by the City to carry and keep in force, shall name the City of New Braunfels, and New Braunfels Municipal Airport, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 2.13.4. Certificates of Insurance for the insurance required by the City and set forth by these Minimum Standards for each Activity shall be delivered to the City upon execution of any Agreement or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage, if the change

results in a reduction. Current proof of insurance shall be continually provided to the City throughout the term of the Agreement or shall be made available at City's request.

2.13.5. The limits stipulated herein for each Activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits (See Appendix A).

2.13.6. In other than City owned facilities, Operator shall, at its sole expense, cause all facilities and Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid in account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the City.

2.14. Indemnification and Hold Harmless

2.14.1. Operator shall defend, indemnify, save, protect, and hold harmless the City of New Braunfels, and New Braunfels Municipal Airport individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the City of New Braunfels, and New Braunfels Municipal Airport, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction.

2.14.2. The Operator shall indemnify and hold harmless the City of New Braunfels, and New Braunfels Municipal Airport individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its Employees, its vendors, or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, Equipment, or Aircraft.

2.15. Taxes

2.15.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized taxing or municipal Authority.

2.16. Multiple Activities

2.16.1. When more than one (1) Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative.

2.17. Through the Fence Operations

- 2.17.1. The City has decided not to authorize through-the-fence operators to the extent allowed by FAA Advisory Circular 150/5190-7, as amended, or any other regulation subsequently imposed by the FAA or other governmental entity succeeding to its jurisdiction, functions or responsibilities.

2.18. Grounds for Denial

- 2.18.1 The City shall consider a completed application to provide Commercial Aeronautical Activity or Commercial Aeronautical Service, upon receipt and shall not unreasonably deny or delay consideration. A delay to implement a competitive process to select an Operator is not unreasonable. Grounds for denial of an application include but are not limited to, the following:

- 2.18.1.1. *Failure to meet the qualifications, standards, and requirements established by these Minimum Standards for the proposed Commercial Aeronautical Activity or Commercial Aeronautical Service;*
- 2.18.1.2. *The proposed operation, development, or construction would create a safety hazard on the Airport;*
- 2.18.1.3. *The granting of the application would require the City to expend funds, or supply labor or materials, in connection with the proposed activity or operation that the City is unable or unwilling to spend or supply;*
- 2.18.1.4. *There is not appropriate, adequate, or available land, space, or building at the Airport to accommodate the entire operation(s) of the applicant at the time of application, and none is contemplated to be available within a reasonable time thereafter;*
- 2.18.1.5. *The proposed operation, development, or construction would create excessive and/or prolonged congestion of aircraft or buildings, or result in otherwise undue interference with the operations of any other Operator at the Airport;*
- 2.18.1.6. *The proposed operation, Airport development, or construction does not comply with approved Airport Layout Plan;*
- 2.18.1.7. *Intentional or unintentional misrepresentation or failure to make full disclosure in the application or supporting documents;*
- 2.18.1.8. *Lack of required licenses to undertake the proposed operation or activity based on the information provided with the application;*
- 2.18.1.9. *The applicant, or any officer, director, key employee, or person having controlling interest in the application has a record of violating the laws, rules and regulations applicable to the Airport or any other airport;*

defaulting in the performance of a lease, license, permit or similar agreement at the Airport or any other airport; or conviction of a felony;

2.18.10. Inability or failure to provide the required insurance coverage;

2.18.11. Inability to provide the security deposits, or other acceptable surety in the amount required by the City for the proposed operation, activity;

2.18.12 Inability to provide the required performance and other bonds in the amount required by the City for the proposed construction activity;

2.18.13. Revocation or suspension of a fueling license within two (2) years preceding the date of application.

2.19. Exclusive Rights

As provided for in FAA Airport Compliance Order 5190.6B, the following Exclusive Rights obligations, violations, and/or exceptions are hereby included in these Minimum Standards. The obligation of the City is specified in Order 5190.6B 4. Background as follows:

“In accordance with the Airport and Airway Improvement Act of 1982, 49 U.S.C. § 47101, et seq., and the Airport Improvement Program (AIP) grant assurances, the owner or operator of any airport that has been developed or improved with federal grant assistance is required to operate the airport for the use and benefit of the public and to make it available for all types, kinds, and classes of aeronautical activity and without granting an exclusive right.⁵³ The Surplus Property Act of 1944 (as amended by 49 U.S.C., §§ 47151-47153) contains parallel obligations under its terms for the conveyance of federal property for airport purposes.”

2.19.1. Pursuant to Order 5190.6B, the granting of rights or privileges to engage in Commercial Aeronautical Activities or Commercial Aeronautical Services at the Airport shall not be construed in any manner as affording an Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement.

Additionally, Order 5190.6B specifies in Section 1 – Exclusive Rights, 1.1 Obligation Against Granting Exclusive Rights that:

“With few exceptions, an airport sponsor is prohibited from granting an exclusive right to a single operator for the provision of an aeronautical activity to the exclusion of others. . . Accordingly, FAA policy prohibits the creation or continuance of exclusive rights agreements at obligated airports where the airport sponsor has received federal airport development assistance for the airport’s improvement or development. This prohibition applies regardless of how the exclusive right was created, whether by express agreement or the imposition of unreasonable minimum standards and/or requirements (inadvertent or otherwise).”

2.19.2. Therefore, pursuant to this obligation in Order 5190.6B, and Section 1.4 Applicability of these Minimum Standards, which states that these Minimum

Standards shall apply to any new Agreement or any extension of the term of an existing Agreement relating to the occupancy or use of Airport land or Improvements for Aeronautical Activities, any potential exclusive right, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means, shall be resolved. Thus, all new Agreements or extension of terms of an existing Agreement shall comply with FAA Order 5190.6B, and all other FAA policies set forth in FAA Compliance Manual, Effective Date September 30, 2009.

2.20. Exclusive Right Violations and Exceptions to the General Rule

The following subsections address exclusive rights violations and certain exceptions to the FAA's exclusive rights policy due to circumstances that make such an exception necessary, pursuant to Order 5190.6B.

2.20.1 Proprietary Exclusive Activities: As provided for in FAA Airport Compliance Order 5190.6B, the City has exercised its proprietary right to provide certain aeronautical activities exclusively including management of all Airport property. Order 5190.6B, Section 1 – Exclusive Rights, 1.3 Exclusive Rights Violations and Exceptions to the General Rule. A. Aeronautical Activities Provided by the Airport Sponsor (Proprietary Exclusive Right). states:

“The owner of a public-use airport (public or private owner) may elect to provide any or all of the aeronautical services needed by the public at the airport. The airport sponsor may exercise, but not grant, an exclusive right to provide aeronautical services to the public. If the airport sponsor opts to provide an aeronautical service exclusively, it must use its own employees and resources. Thus, an airport owner or sponsor cannot exercise a proprietary exclusive right if it does not itself provide the aeronautical services.”

As such, the City has chosen to exercise its proprietary right to sell all aviation fuel products at the Airport, and will also license qualified Fixed Base Operators (FBO) meeting these Minimum Standards unless an agreement with the City provides otherwise. Additionally, the City has chosen to exercise its proprietary right to be the exclusive Developer and Operator of Fuel Farms at the Airport. All FBOs and Self-Fuel Operators must obtain the fuel from the City unless otherwise stated by prior agreement with the City. While the City recognizes that such services are currently permitted to be provided by full service Fixed Base Operators at the Airport, FAA regulations allow an aircraft owner to self-fuel his or her aircraft provided the aircraft owner meets certain specific criteria as established by the FAA and the airport operator. Accordingly, the City has adopted a Self-Fueling License in the interest of preserving the City's policies with regard to having in place the necessary controls to assure that all fueling operations at the Airport are conducted to the same minimum level of safety, efficiency, consideration to the environment, and by persons adequately trained in the storage and handling of fuel products.

2.20.2. Single Activity: The City and these Minimum Standards recognize the following regarding single activity on the Airport, as provided for in Order 5190.6B, Section 1 – Exclusive Rights, b. Single Activity:

“The fact that a single business or enterprise may provide most or all of the on-airport aeronautical services is not, in itself, evidence of an exclusive rights violation. What is an exclusive rights violation is the denial by the airport sponsor to afford other qualified parties an opportunity to be an on-airport aeronautical service provider. The airport sponsor may issue a competitive offering for all qualified parties to compete for the right to be an on-airport service provider. The airport sponsor is not required to accept all qualified service providers without limitation. The fact that only one qualified party pursued an opportunity in a competitive offering would not subject the airport sponsor to an exclusive rights violation.”

Additionally, the City and these Minimum Standards recognize the following exception to the general rule, as provided for in Order 5190.6B:

“The statutory prohibition, however, contains an exception relating to single activities. Specifically, providing services at an airport by only one fixed-base operator (FBO) is not an exclusive right if it is unreasonably costly, burdensome, or impractical for more than one FBO to provide the services, and allowing more than one FBO to provide the services requires a reduction in space leased under an existing agreement between one FBO and the airport sponsor. Both conditions must be met.”

2.20.3. Space Limitation: The City and these Minimum Standards also recognize the following regarding space limitation on the Airport, as provided for in Order 5190.6B, Section 1 – Exclusive Rights, c. Space Limitation:

“An exclusive rights violation can occur through the use of leases where, for example, all the available airport land or facilities suitable for aeronautical activities are leased to a single aeronautical service provider who cannot put it into productive use within a reasonable period of time, thereby denying other qualified parties the opportunity to compete to be an aeronautical service provider at the airport. An airport sponsor’s refusal to permit a single FBO to expand based on the sponsor’s desire to open the airport to competition is not an exclusive rights violation.

Additionally, an airport sponsor may exclude an incumbent FBO from participating under a competitive solicitation in order to bring a second FBO onto the airport to create a more competitive environment.

“A lease that confers an exclusive right will be construed as having the intent to do so and, therefore, be an exclusive rights violation. Airport

sponsors are better served by requiring that leases to a single aeronautical service provider be limited to the amount of land the service provider can demonstrate it actually needs and can be put to immediate

productive use. In the event that additional space is required later, the airport sponsor may require the incumbent service provider to compete along with all other qualified service providers for the available airport land. The grant of options or preferences on future airport lease sites to a single service provider is likely to be construed as intent to grant an exclusive right. The use of leases with options or future preferences, such as rights-of-first refusal, is highly discouraged.”

- 2.20.4. Self Fueling: An aircraft owner may self-fuel owned or exclusively leased aircraft providing such operation is conducted in accordance with NFPA 30 and 407, Aircraft Fuel Storage and Servicing, latest adopted edition; FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports; Air Transport Association Standards for Jet Fuel Quality Control at Airports, as applicable and as may be amended; and Airport Standard Operating Procedures (see Section 13). Self-fueling shall be conducted only in those areas designated by the Airport Director. Aircraft owners may only conduct self-fueling operations after first obtaining a Self-Fueling Permit from the office of Airport Director. A co-op (an organization formed by several aircraft owners for the purpose of self-fueling) is prohibited from engaging in self-fueling operations.
- 2.20.5. Property Management: The City, unless otherwise specified by agreement with the City, shall be the sole Lessor of airport property and facilities for aeronautical activities at New Braunfels Municipal Airport. Such activities may include but are not limited to those services identified in these Minimum Standards.

2.21. Land and Facility Use

- 2.21.1. The City reserves the right to designate specific Airport areas in which Commercial and Non-Commercial Aeronautical Activities and Services may be conducted. Such designation shall give consideration to the nature and extent of the Activities, the land and improvements that are available, and the preferred development of the Airport as described in the most recently completed Master Plan, Airport Layout Plan, and/or Land Use Plan.
- 2.21.2. The City reserves the right to lease an existing facility or any portion of an existing facility to a Specialized Aviation Service Operator (SASO), or private Operator 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 the minimum facility requirements as specified in these Minimum Standards.

2.22. Waiver of Standards and Service Pioneers

2.22.1. Waivers: The City may, at its sole discretion, waive all or any portion of these Standards for the benefit of any governmental agency or public utility performing nonprofit public services to the aircraft industry if those services are performed for:

- 1.) The general public in time of emergency (i.e. pandemic).

2.) Public services to the aviation industry, or performing nonprofit emergency medical or rescue services to the public by means of aircraft.

3.) Fire prevention or firefighting operations.

4.) The City may further temporarily waive or reduce any of these Standards for nongovernmental Operators where the City, at its sole discretion, deems such waiver or reduction to be in the best interest or welfare of the Airport's operation and is not likely to conflict with future Operators providing like services.

2.22.2. Service Pioneers: When an Operator wishes to qualify as a Specialized Aviation Service Operator in order to provide specific services not already provided at the Airport, these Standards may be modified for a limited period of time to encourage the expansion of services at the Airport. The temporary modification will be applied only where such services do not already exist, and only to the extent and for the period of time necessary to create an inducement to the establishment of such services.

2.23. Definitions

All definitions pertinent to Fixed Base Operators (FBO) or other Specialized Aviation Service Operators (SASOs) are contained within the appropriate sections of this Minimum Standards.

3.0. FIXED BASE OPERATOR

3.1. Definition

A fixed Based Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft Operators including aviation fuels and lubricants; ground services and support; tie-down, hangar, and parking; Aircraft Maintenance, and aircraft rental/flight training.

3.2. Scope of Activity

3.2.1. Unless otherwise stated in these Minimum Standards, all products and services shall be provided by FBO's Employees using FBO's Vehicles and Equipment.

3.2.2. FBO's products and services shall include the following:

1. Provide arrival and departure services for Aircraft using Operator's Lease Premises including crew and passenger baggage handling.
2. Delivering and dispensing of Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft normally frequenting the Airport.
3. Aircraft Charter (includes FAR Part 135 activities) – Desired but Optional
4. Aircraft cleaning services.
5. Airframe and powerplant repair facilities if not already available at the Airport. This may be a subcontracted service with others if necessary.
6. Flight training and aircraft rental.
7. Aircraft marshalling and towing.
8. Oxygen, nitrogen, and compressed air service.
9. Provide hangar storage of Aircraft, to include in-out service.
10. Ground power.
11. Courtesy transportation.
12. Ground transportation arrangements.
13. Aircraft catering arrangements.
14. Maintain an Aircraft log.
15. Collect Ramp and Landing Fees.
16. Disabled aircraft removal by tug.

3.2.3. FBO can meet these Minimum Standards for the provision of flight instruction and aircraft rental activities by and through an Operator permitted by the Airport who meets the Minimum Standards for Aircraft Rental and/or Flight Training Operator, if these services are not already available on the Airport.

3.2.4. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized sublessee who meets the Minimum Standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises, if these services are not already available on the Airport.

3.3. Leased Premises

Unless stated otherwise in an agreement with the City, the FBO shall have adequate land, Apron, Vehicle parking, and facilities (hangars, terminal, maintenance, and fuel storage) to accommodate all activities of the FBO and all approved Sublessees, but not less than the following:

- 3.3.1. Contiguous Land – Two Acres (87,120 square feet), upon which all required improvements including but not limited to, Apron, Vehicle parking, roadway access, and all facilities shall be located.
- 3.3.2. Apron – One Acre (43,560 square feet), with sufficient weight bearing capacity to accommodate the largest Aircraft handled or serviced by FBO.
- 3.3.3. Paved Tie-down – Adequate to accommodate the number, type, and size of based and transient Aircraft requiring tie-down space at the FBO's leased premises, but not less than 10 paved tie-down spaces.
- 3.3.4. Facilities – 10,000 square feet (total) consisting of the following:
 - 3.3.4.1. Terminal Space (building space) – 1,000 square feet
Customer area shall be at least 500 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms.

Administrative area shall be at least 500 dedicated square feet to include adequate space for employee offices, work areas, and storage.
 - 3.3.4.2. Hangar space – 10,000 square feet

At least one (1) hangar shall be capable of accommodating an Aircraft having a length of 85 feet, a wingspan of 79 feet, and a tail height of 26 feet. No single hangar shall be less than 10,000 square feet, with the exception of individual Box-Hangars or individual T-Hangars.

3.4. Fuel Storage & Fuel Handling

- 3.4.1. The City has chosen to exercise its proprietary right to be the exclusive Developer and Operator of Fuel Farms at the Airport. All FBOs must contract with and obtain the fuel from the City unless otherwise stated in prior agreement with the City.
- 3.4.2. FBO shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets Regulatory Measures for dispensing Aviation Fuels. An updated copy of the SPCC Plan shall be filed with the Airport Director at least 30 days prior to commencing operations.
- 3.4.3. FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.
- 3.4.4. FBO shall maintain current Fuel reports on file, including total gallons of Fuel

delivered by type, and make such reports available for auditing at anytime by the City in conformance with the City Code.

3.5. Fueling Equipment

- 3.5.1. FBO shall have one (1) operating and fully functional Jet Fuel refueling Vehicle with a capacity of at least 3,000 gallons.
- 3.5.2. FBO shall have one (1) operating and fully functional Avgas Fuel refueling Vehicle with a capacity of at least 1,000 gallons.
- 3.5.3. Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One (1) refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability. All refueling Vehicles shall be bottom loaded.
- 3.5.4. Each fuel truck shall be equipped and maintained to comply at all the times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
 - 3.5.4.1. *State of Texas Fire Code and Local Fire District;*
 - 3.5.4.2. *National Fire Protection Association (NFPA) Codes; and*
 - 3.5.4.4. *Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".*

3.6. Equipment

- 3.6.1. FBO shall have the following equipment:
 - 3.6.1.1. *Adequate Equipment for recharging or energizing discharged Aircraft batteries.*
 - 3.6.1.2. *One (1) courtesy Vehicle available to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area hotel and restaurants.*
 - 3.6.1.3. *One (1) Aircraft tug and tow bars having a rated draw bar capacity sufficient to meet the towing requirement of the General Aviation Aircraft normally frequenting the Airport.*
 - 3.6.1.4. *Spill kits.*
 - 3.6.1.5. *Adequate number of approved and regularly inspected dry chemical fire extinguishers units shall be maintained within all hangars, on Apron areas, at fuel storage facilities, and on all ground handling and refueling vehicles.*
 - 3.6.1.6. *All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufactures' specifications.*

3.7. Personnel

- 3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed except management and administrative personnel. Personnel Uniforms shall identify the name of the FBO and shall be clean, professional, and properly maintained at all the times.
- 3.7.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34 "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures for fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling vehicles.
FBO's SOP shall be submitted to the Airport Director no later than 30 days before the FBO commences Activities at the Airport. The FBOs' SOP must be approved by the Airport Director prior to the FBO's commencement of operation. The City shall conduct periodic inspections to ensure compliance.
- 3.7.3. FBO shall have one (1) properly trained and qualified employee, on each shift, providing Aircraft fueling, parking, and ground services, and customer service support.
- 3.7.4. If Aircraft Maintenance is provided by the FBO instead of a subtenant, the FBO must have at least one (1) FAA licensed Airframe and Powerplant mechanic employed by the FBO and properly trained and qualified to perform Aircraft Maintenance on Aircraft frequenting the Airport for at least eight (8) hours during FBO's hours of activity, five (5) days a week.

3.8. Hours of Activity

- 3.8.1 Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this Activity seven (7) days a week (including holidays) 12 hours a day.
- 3.8.2 Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five (5) days a week, eight (8) hours a day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 60 minutes.

3.9. Aircraft Removal

Recognizing that Aircraft Removal is the responsibility of the Aircraft owner/operator, the FBO shall be prepared to lend assistance within 30 minutes upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and have an aircraft tug Readily Available that is necessary to remove the General Aviation Aircraft normally frequenting the Airport. The FBO must offer Aircraft Removal on a 24-hour on-call basis. Damaged aircraft requiring more than a tug should be referred to the Airport Manager.

3.10. Insurance

- 3.10. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

4.0. AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.1. Definition

- 4.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft (airframe and powerplant) Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 4.
- 4.1.3. FBOs shall comply with the minimum standards set forth in Section 3 associated with Aircraft Maintenance.

4.2 Leased Premises (Lessee or Multiple Activities)

An Operator engaging in this Activity as well as other activities shall have adequate land, Apron/Paved Tie-down, facilities, and Vehicle Parking (all located within close proximity) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative:

Ground	0.5 Acre	21,780 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.	
Building/Facility	1,000 SF	
Hangar	4,500 SF	
Parking	2,500 SF	10 Spaces

- 4.2.1. Apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft.
- 4.2.2. All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 4.2.3. Facilities shall include customer, administrative, maintenance, and hangar areas.

Building/facility shall include adequate space for a public waiting area (customer lounge), public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts, supplies, Equipment, and tooling.

For aircraft painting, varnishing or lacquer spraying operations, the arrangement, construction, and ventilation of spraying booths, the storage of materials, disposal of hazardous waste (by products), and employee safety shall be in accordance with federal, Texas State and local fire prevention and environmental standards.

4.3. Leased Premises (Sublessee)

With prior written permission of the Airport Director, the requirements set forth in Section 4.2 above may be satisfied by a sublease of such space from an existing operator or through a commercial aeronautical operator agreement for City owned facilities, if available.

4.4. Licenses and Certification

- 4.4.1. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

4.5. Personnel

- 4.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a prompt and efficient manner and meet the reasonable demands of the public for this Activity.

- 4.5.1.1. *An Operator conducting Group I and Group II Piston Aircraft Maintenance shall employ at least one (1) FAA licensed Airframe and Powerplant Mechanic, and one (1) customer service representative as Employees (on each shift). The Airframe and Powerplant Mechanic and/or non-certified mechanic can serve as the customer service representative unless the mechanic is performing duties off Airport.*

- 4.5.1.2. *An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall employ one (1) FAA licensed Airframe and Powerplant Mechanics, and one (1) customer service representative as Employees (on each shift). An Airframe and Powerplant Mechanic and/or non-certified mechanic can serve as the customer service representative unless the mechanic is performing duties off Airport.*

- 4.5.1.3. *An Operator conducting 100 hour, annual, or phase inspections shall employ an FAA licensed Airframe and Powerplant Mechanic certified as an IA (Inspection Authority)*

4.6. Equipment

- 4.6.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station, as defined by 14 CFR Part 145.

- 4.6.2. Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

4.7. Hours of Activity

- 4.7.1. Operator shall be opened and services shall be available at least five (5) days a week, eight (8) hours a day and available after hours, on-call, with response time not to exceed 60 minutes.

4.8. Insurance

- 4.8.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

5.0. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

5.1. Definition

5.1.1 An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one (1) or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).

5.1.2 In addition to the General Requirements set forth in Section 2, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 5.

5.2. Leased Premises (Lessee or Multiple Activities)

An Operator engaging in this Activity as well as other activities shall have adequate land, Apron/Paved Tie-down, facilities, and Vehicle Parking (all located within close proximate) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages:

Contiguous Land	0.5 Acre	21,780 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.	
Building/Facility	500 SF	
Hangar	4,500 SF	
Parking	2500 SF	10 Spaces

5.2.1. Apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft.

5.2.2. All required Improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.

5.2.3. Facilities shall include customer, administrative, maintenance, and hangar areas.

5.3. Leased Premises (Sublessee)

With prior written permission of the Airport Director, the requirements set forth in Section 5.2 above may be satisfied by a sublease of such space from an existing operator or through a

Commercial Aeronautical Operator Agreement for City owned facilities, if available.

5.4. Licenses and Certifications

- 5.4.1. Operator shall be properly certificated by the FAA as an FAA Repair Station, and by the Federal Communications Commission (FCC).
- 5.4.2. Personnel shall be properly certificated by the FAA and the FCC, current, and hold the appropriate ratings for the work being performed.

5.5. Personnel

- 5.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out the Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public for this Activity.
 - 5.5.1.1. *Operator shall employ at least one (1) technician and one (1) customer service representative as Employees (on each shift). A technician may fulfill the responsibilities of the customer service representative unless technician is performing duties off Airport.*

5.6. Equipment

- 5.6.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station, as defined by 14 CFR Part 145.

5.7. Hours of Activity

- 5.7.1. Operator shall be opened and services shall be available at least five (5) days a week, eight (8) hours a day.

5.8. Insurance

- 5.8.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

6.0. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SAS0)

6.1. Definitions

- 6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- 6.1.2. A Flying Club Operator is a Commercial Operator engaged in owning Aircraft and making such Aircraft available for use by its members where membership is available to the general public.
- 6.1.3. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take the written examination and flight check for the category or categories of pilots' licenses and ratings involves.
 - 6.1.3.1. *A person holding a current FAA flight instructor's 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 Operator.*
- 6.1.4. A Private Flying Club is an entity that is legally formed as a non-profit entity with the State of Texas, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace flying club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
- 6.1.5. In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Flying Club, or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

6.2. Leased Premises (Lessee or Multiple Activities)

An Operator engaging in this Activity as well as other activities shall have adequate land, Apron/Paved Tie-down, facilities, and Vehicle Parking (all located within close proximate) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages:

Contiguous Land	0.5 Acre	21,780 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's fleet at the Airport.	
Building/Facility	1,500 SF	
Hangar	**4,500 SF	
Parking	2,500 SF	10 Spaces

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required, but in no case less than the minimum listed above. Unless otherwise provided in an agreement with the City, the following minimum areas shall be required:

- 6.2.1. Apron/paved tie-downs shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport. (If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, paved tie-downs are not required).
- 6.2.2. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
- 6.2.3. Customer area shall be at least 100 square feet to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 6.2.4. Administrative area shall be at least 100 square feet to include adequate space for employee offices, work areas, and storage.
- 6.2.5. Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
- 6.2.6. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in the Operator's fleet at the Airport maintained by the Operator.
- 6.2.7. Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

6.3. Leased Premised (Sublessee)

- 6.3.1. An authorized sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following (unless otherwise stated in

prior agreement with the City):

- 6.3.2. Apron/paved tie-downs shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport but no less than the space required to accommodate four (4) Aircraft having a minimum wingspan of 40 feet.
- 6.3.3. If Operator Sublessees a hangar, Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft.
- 6.3.4. If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tie-downs will be required.
- 6.3.5. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
- 6.3.6. Customer area shall be at least 100 square feet to include adequate space for customer lounge(s), class/training rooms, public telephones, and restrooms.
- 6.3.7. Administrative area shall be at least 100 square feet to include adequate space for employee offices, work areas, and storage.
- 6.3.8. Maintenance area, if required, shall be at least 250 square feet to include adequate space for employee work areas, shop areas, and storage.
- 6.3.9. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in the Operator's fleet at the Airport maintained by the Operator.
- 6.3.10. Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

With prior written permission of the Airport Director, the requirements set forth in Section 6.2 and 6.3 above may be satisfied by a sublease of such space from an existing operator or through a Commercial Aeronautical Operator Agreement for City owned facilities, if available.

6.4. Licensed and Certifications

- 6.4.1. Personnel performing Aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or flight training being provided.
 - 6.4.1.1. *Flight Training Operators shall have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction.*

6.5. Personnel

- 6.5.1. Operator shall provide a sufficient number of personnel to adequately and safely

perform Aircraft rental and/or flight training in a prompt and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

6.5.1.1. *Aircraft Rental Operators and Flying Club Operators shall employ one (1) flight instructor and one customer service representative as Employees (on each shift). A flight instructor can serve as customer service representative.*

6.5.1.2. *Flight Training Operators shall employ one (1) flight instructor and one customer service representative as Employees (on each shift). A flight instructor can serve as a customer service representative. In addition, Flight Training Operators shall have available ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, commercial pilot, and instrument rating.*

6.6. Equipment

6.6.1. Operator shall have available for rental or use in flight training, either owned by or under written lease to the Operator and under the full and exclusive control of the Operator, at least one (1) properly certified and currently airworthy Aircraft equipped for and fully capable of flight under instrument conditions.

6.6.2. Flight training Operators shall provide, at a minimum, adequate mock-ups, pictures, slides, videotapes or DVDs, or other training aids necessary to provide proper and effective ground school instruction.

6.7. Hours of Activity

6.7.1. An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this activity six (6) days a week, eight (8) hours a day.

6.8. Private Flying Clubs

6.8.1. Private Flying clubs shall not be required to meet the minimums standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.

6.8.2. No member of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members unless such member is an authorized Operator with the Airport.

6.8.3. Each Private Flying Club member must have an ownership interest in the Private Flying Club.

6.8.4. Private Flying Club shall keep on file and available for review by the Airport Director, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

6.8.5. Private Flying Club shall file and keep current with the Airport Director:

- 6.8.5.1. *Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.*
- 6.8.5.2. *Roster of all officers, directors, and members including home and business addresses and phone numbers.*
- 6.8.5.3. *Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.*

6.8.6. Private Flying Club Aircraft shall not be used by other than members (owners).

6.8.7. No entity shall use Private Flying Club Aircraft in exchange for compensation.

6.8.8. No member (owner) shall use Private Flying Club Aircraft for flight instruction of nonmembers.

6.9. Insurance

6.9.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

6.9.2. Disclosure Requirements: Any Operator conducting Aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by the Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Director.

7.0. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.1. Definition

- 7.1.1. An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operating in private carriage under 14 CFR Part 125.
- 7.1.2. An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the general public.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Section 7.

7.2. Leased Premises (Lessee or Multiple Activities)

- 7.2.1. An Operator engaging in this Activity as well as other activities shall have adequate land, Apron/Paved Tie-down, facilities, and Vehicle Parking (all located within close proximate) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages:

Contiguous Land	0.5 Acre	21,780 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and the parking of Operator's fleet at the Airport.	
Building/Facility	1,000 SF	
Hangar	**4,500 SF	
Parking	2,500 SF	

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required, but in no case less than the minimum listed above. Unless otherwise stated in a prior agreement with the City, the following minimum areas shall be required:

- 7.2.2. Apron paved Tie-downs shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport. (If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tie-downs will be required).

- 7.2.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator.
- 7.2.4. Operator's customer area shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 7.2.5. Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

7.3. Leased Premises (Sublessee)

With prior written permission of the Airport Director, the requirements set forth in Section 7.2 above may be satisfied by a sublease of such space from an existing operator or through a Commercial Aeronautical Operator Agreement for City owned facilities, if available.

7.4. Licenses and Certifications

- 7.4.1. Aircraft Charter Operators shall have and provide copies to the Airport Director, of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and FAA issued operating certificate(s).
- 7.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized for this Activity.

7.5. Personnel

- 7.5.1. Operator shall provide a sufficient number of personnel to adequately and safely perform the Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - 7.5.1.1. *Operator shall employ one (1) Chief Pilot (Aircraft Charter Operator only), and one customer service representative as employees. Chief Pilot can perform the duties of customer representative unless Chief Pilot is performing duties off Airport.*

7.6. Equipment

- 7.6.1. Operator shall provide, either owned or under written lease to Operator and under the exclusive control of Operator, one (1) certified and continuously airworthy single or multi-engine (instrument qualified) Aircraft.

7.7. Hours of Activity

- 7.7.1. Operator shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day. After hours, on-call response time to customer inquiries shall not exceed 60 minutes.

7.8. Insurance

- 7.8.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

8.0. AIRCRAFT SALES OPERATOR (SASO)

8.1. Definition

- 8.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of one (1) or more new and/or used Aircraft during a 12-month period.
- 8.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

8.2. Leased Premises (Lessee or Multiple Activities)

- 8.2.1. An Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but no less than the following:

Contiguous Land	0.5 Acre	21,780 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar, parking of customer Aircraft, and Operator's fleet at the Airport.	
Building/Facility	1,000 SF	
Hangar	**4,500 SF	
Parking	2,500 SF	

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required, but in no case less than the minimum listed above. Unless otherwise stated in a prior agreement with the City, the following minimum areas shall be required:

- 8.2.2. Apron paved Tie-downs shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport. (If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tie-downs will be required).
- 8.2.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator, and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

- 8.2.4. Operator's customer area shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 8.2.5. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in the Operator's fleet at the Airport maintained by the Operator.
- 8.2.6. Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

8.3. Leased Premises (Sublessee)

With prior written permission of the Airport Director, the requirements set forth in Section 8.2 above may be satisfied by a sublease of such space from an existing operator or through a Commercial Aeronautical Operator Agreement for City owned facilities, if available.

8.4. Dealership

- 8.4.1. An Operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one (1) current model demonstrator of Aircraft in each of its authorized product lines.

8.5. Licenses and Certification

- 8.5.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

8.6. Personnel

- 8.6.1. Operator shall provide a sufficient number of personnel to adequately and safely perform the Activity in a prompt an efficient manner adequate to meet the reasonable demand of the public seeking such services.

8.6.1.1. Operator shall employ at least one (1) current Commercial Pilot.

8.7. Equipment

- 8.7.1. Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

8.8. Hours of Activity

- 8.8.1. Operator shall be opened and service shall be available to meet the reasonable demands of the public for this Activity five (5) days a week, eight (8) hours a day.

8.9. Insurance

- 8.9.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

9.0. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SAS0)

9.1. Definition

9.1.1. A specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

9.1.1.1. **Limited Aircraft Services and Support** is defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, etc) or other miscellaneous Activities directly related to Aircraft services and support.

9.1.1.2. **Miscellaneous Commercial Services and Support** are defined as ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

9.1.1.3. **Air Transportation Services for Hire** are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g. helicopter operations in construction or repair work).

9.1.2. In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

9.2. Leased Premises (Lessee or Multiple Activities)

9.2.1. An Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all activities of the Operator, but no less than the following:

Contiguous Land	0.5 Acre	21,780 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.	
Building/Facility	1,000 SF	
Hangar	**4,500 SF	
Parking	2,500 SF	

** These SASO services do not require hangar facilities. If Operator elects to build a hangar, sizing to meet the Activity provided shall be required, but in no case less than the minimum listed

above. Unless otherwise stated in a prior agreement with the City, the following minimum areas shall be required:

- 9.2.2. Apron paved Tie-downs shall be adequate to accommodate the total number of Aircraft in Operator's fleet at the Airport. (If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tie-downs will be required).
- 9.2.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned and/or operated by Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
- 9.2.4. Operator's customer area shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 9.2.5. Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity and shall include adequate space for employee offices, work areas, and storage.
- 9.2.6. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in the Operator's fleet at the Airport maintained by the Operator.
- 9.2.7. Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

9.3. Leased Premises (Sublessee)

With prior written permission of the Airport Director, the requirements set forth in Section 9.2 above may be satisfied by a sublease of such space from an existing operator or through a Commercial Aeronautical Operator Agreement for City owned facilities, if available.

9.4. Licenses and Certifications

- 9.4.1. Operator shall have and provide to the Airport Director evidence of all Agency licenses and certificates that are required to conduct the Activity.

9.5. Personnel

- 9.5.1. Operator shall provide a sufficient number of personnel to adequately and safely perform its Activity in a prompt and efficient manner adequate to meet the reasonable demands of the public seeking such services.

9.6. Equipment

- 9.6.1. Operator shall have (based at the Airport), either owned or under written lease to Operator and under the exclusive control of Operator, sufficient Vehicles, Equipment, and, if appropriate, one (1) continuously airworthy Aircraft.

9.7. Hours of Activity

- 9.7.1. Operator shall be opened and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

9.8. Insurance

- 9.8.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

10.0. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

10.1. Introduction

The City recognizes that Aircraft Operators using the Airport may require specialized assistance with the maintenance of their Aircraft and or flight training of their pilots. When assistance is not available on the Airport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, the City may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.

- 10.1.1. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 10.

10.2. Scope of Activity

- 10.2.1. Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

10.3. Permit

- 10.3.1. Aircraft Operator must submit written request to the Airport Director on behalf of Temporary Specialized Aeronautical Service Operator.
- 10.3.2. Operator shall obtain a 30-day temporary permit (issued by the Airport Director) prior to engaging in Activity on the Airport.
 - 10.3.2.1. *Renewal shall be subject to the Operator's compliance with all terms of the temporary permit.*
- 10.3.3. Operator shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated in the temporary permit.
- 10.3.4. Aircraft Operators requiring after-hour or weekends service by a Temporary Specialized Aviation Service Operator must notify the Airport Director prior to Operator engaging in Activities on the Airport.
 - 10.3.4.1. *Aircraft Operator is responsible for assuring compliance of all Airport Rules and Regulations by the Temporary Specialized Aviation Service Operator while on the Airport.*

10.4. Licenses and Certifications

- 10.4.1. Operator shall have and provide to the Airport Director evidence of all Agency licenses and certificates that are required for the Activity.

10.5. Insurance

10.5.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

11.0. AIRCRAFT STORAGE OPERATOR (SASO)

11.1. Definition

11.1.1. An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or subleasing (to the general public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

11.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Aircraft Storage Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 11.

11.2. Scope of Activity

11.2.1. Operator shall use the Leased Premises for the purpose of: selling hangar and associated office or shop space; engaging in Subleasing of Aircraft storage facilities and associated office and shop space (as an Aircraft Storage Operator); or use by Operator primarily for Operator's Aircraft and/or equipment.

11.3. Leased Premises

11.3.1. Operator engaging in this Activity shall have adequate land, Apron/Paved Tie-down, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:

Contiguous Land	1 Acre	43,560 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar(s) and parking of customer Aircraft.	
Building/Facility	2,000 SF	
Hangar	10,000 SF	
Parking	2,500 SF	10 Spaces

11.3.1.1. As an alternative the Operator may construct and maintain a minimum of ten (10) T-Hangars or other multiple aircraft storage facilities to accommodate a minimum of ten Aircraft.

11.3.2. All required Improvements including Apron, facilities, and Vehicle parking shall be located on contiguous land.

11.3.3. The development of hangar(s) shall be limited to the following types of hangar structures:

11.3.3.1. Hangar – a single structure of not less than 10,000 square feet, completely enclosed.

11.3.3.2. Hangars - a single structure of not less than 10,000 square feet, sub-divided and configured (although each unit shall not be less than 2,500 square feet) to accommodate individual bays for the storage of Private Aircraft.

11.3.3.2. T-Hangars – a single structure of not less than 10,000 square feet sub-divided and configured to accommodate a minimum of ten (10) Aircraft.

11.4. Hours of Activity

11.4.1. Operator shall have facilities available for Sublessees' Aircraft removal and storage seven days a week (including holidays) 24 hours a day.

11.5. Insurance

11.5.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

12.0. NON-COMMERCIAL HANGAR OPERATOR (CORPORATE HANGARS)

12.1. Definition

12.1.1. A Non-Commercial Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only.

12.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 12.

12.2. Scope of Activity

12.2.1. Operator shall use the Leased Premises for Aircraft either owned by or under written lease to the Operator and under the full and exclusive control of the Operator for Non-Commercial purposes.

12.2.2. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.

12.2.3. Operator shall not be permitted to sublease any land or improvements on the Leased Premises for any purpose.

12.3. Leased Premises

12.3.1. An Operator engaging in this Activity shall have adequate land, Apron, and Vehicle parking, and facilities to accommodate all Activities of the Operator, but no less than the following square footages:

Contiguous Land	0.5 Acre	21,780 SF
Apron	Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's fleet at the Airport.	
Building/Facility	1,000 SF	
Hangar	4,500 SF	
Parking	2500 SF	

12.3.2. All required improvements including Apron, facilities, and Vehicle parking shall be located on contiguous land.

12.3.3. The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:

12.3.3.1. Hangar – a single structure of not less than 4,500 square feet, completely enclosed.

12.4. Ownership Structure

12.4.1. Hangar development may be accomplished by any entity including Associations.

12.4.2. Association membership shall be contingent upon ownership interested in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual hangar, or an equal portion of the “common” hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,000 total square feet).

12.4.3. All members/shareholders of the Association shall be declared to the City at time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the City from time to time. The Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusive for storage of Aircraft owned by the member(s)/shareholder(s) of the Association.

12.4.4. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the improvements located thereupon.

12.4.5. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholders for the Association’s compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the City in accordance to paragraph 12.4.3 hereof shall remain jointly and severally liable to the City for the Association’s compliance of these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the City.

12.5. Insurance

12.5.1. Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City.

13.0. NON-COMMERCIAL SELF-SERVICE FUELING OPERATOR

13.1. Introduction

13.1.1. All Operators wanting to perform self-service fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Service Fueling Permit.

13.1.1.1. Those Operators that have Agreements granting them the rights to perform commercial fueling are not required to apply for a Non-Commercial Self-Service Fueling Permit.

13.2.2. This Section 13 sets forth the standards prerequisite for an Operator wanting to engage in Non-Commercial Self-Service Fueling activities at the Airport. Any Operator engaging in such Activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.

13.1.3. In addition to the applicable General Requirements set forth in Section 2, each Operator conducting Non-Commercial Self-Service Fueling activities at the Airport shall comply with the following Minimum Standards.

13.2. Agreement/Approval

13.2.1. No Operator shall engage in self-fueling activities unless a valid Non-Commercial Self-Service Fueling Permit authorizing such activity has been obtained from the Airport Director. Such Entities shall herein be referred as "Self-Fueling Operator".

13.2.2. The Permit shall not reduce or limit a Self-Fueling Operator's obligations with respect to these Self-Service Fueling Standards, which shall be included in the Permit by reference.

13.2.3. Prior to issuance and subsequently upon request by the Airport Director, a Self-Fueling Operator shall provide evidence of ownership and/or lease of any Aircraft being operated under the full control of and fueled by Self-Fueling Operator. The City, in its sole discretion, will determine if a lease is commercially reasonable.

13.3. Reporting

13.3.1. A Self-Fueling Operator shall report all fuel dispensed during each calendar month and submit a summary report along with appropriate fees and charges due to the City on or before the first day of the subsequent month.

13.3.2. A Self-Fueling Operator shall during the term of the Permit and for three (3) years thereafter maintain records identifying the total number of aviation fuel gallons purchased from the City. Records and meters shall be available for audit to the City. In the case of a discrepancy, a Self-Fueling Operator shall promptly pay, in cash, all additional rates, fees, and charges due to the City, plus annual interest on the unpaid balance at the lesser of 10% or maximum rate allowable by law from the date originally due.

13.4. Fuel Storage

13.4.1. A Self-Fueling Operator shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel after the fuel is dispensed from the City fuel farm, as follows:

13.4.1.1. The Self-Fueling Operator must own or lease equipment to dispense Avgas or Jet A fuel. This equipment can include a truck, an approved towed trailer, or a fixed system that a commercial operator could deliver fuel to.

13.4.2. Fuel trucks may not be stored in the Leased Premises.

13.4.3. Self-Fueling Operator shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

13.4.4. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. After the fuel leaves the City fuel farm, ensuring the quality of the fuel is the responsibility of the Self-Fueling Operator.

13.5. Fueling Equipment

13.5.1. A Self-Fueling Operator shall utilize a single fuel truck for each type of fuel to be dispensed. Avgas fuel trucks shall have a maximum capacity of 1,500 gallons and Jet fuel trucks shall have a maximum capacity of 5,000 gallons. All fuel trucks shall be capable of bottom loading. Deviations from these standards must be approved by the Airport Director.

13.5.2. Each fuel truck shall be equipped and maintained to comply at all the times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:

13.5.2.1. State of Texas Fire Code and Local Fire District;

13.5.2.2. National Fire Protection Association (NFPA) Codes; and

13.5.2.3. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

13.6. Limitations

13.6.1. A Self-Fueling Operator shall not sell and/or dispense fuels to based or transient Aircraft that are not owned by or under the full control of the Self-Fueling Operator. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the City.

13.6.1.1. Revocation upon first violation will be for a period of one (1) year.

13.6.1.2. Revocation upon a second violation shall be permanent.

13.6.2. Prior to issuance and subsequently upon request by the City, a Self-Fueling Operator shall provide evidence of ownership and/or full control of any Aircraft being self-fueled.

13.7. Insurance

13.7.1. A Self-Fueling Operator shall maintain at a minimum, the coverage and policy limits set forth by the City.

14.0. COMMERCIAL OPERATING PERMIT

14.1. Application

An entity desiring to engage in a Commercial Aeronautical Activity or service covered under these Minimum Standards at the Airport shall submit a written application to the Airport Director for a Commercial Operating Permit.

The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the Airport Director in order to properly evaluate the application and facilitate an analysis of the prospective operation.

No application will be deemed complete that does not provide the Airport Director with the information necessary to allow meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan (if any).

After the Airport Director approves the application an Operating Permit will be issued.

14.2. Operating Permit

The Permit will be valid for as long as the Operator meets the following requirements:

14.2.1. The information submitted with the application is current. The Operator shall notify the Airport Director in writing within 15 days of any change to the information submitted in the application.

14.2.2. The Operator is in compliance with all applicable Regulatory Measures including, but not limited to, the Airport primary guiding documents.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activity. The License is valid for as long as the Operator has a Lease Agreement with the City.

14.3. Temporary or Special Use Permit

The Airport Director may issue a temporary or special use Permit that allows an Operator to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one (1) year.

The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

14.4. Existing Operator with an Existing Agreement

No Change in Scope of Activities:

14.4.1.1. An Existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for a Permit providing that the Operator is in compliance with all applicable Regulatory Measures.

Change in Scope of Activities:

14.4.2.1. Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit an application and obtain a Permit prior to engaging in the Activity.

14.5. Non-Commercial Operators

A Permit is not required; however, the Operator shall comply with all applicable Regulatory Measures.

14.6. Independent Aeronautical Operators

The City and the New Braunfels Municipal Airport recognize that certain Aeronautical Operations do not interface directly with the public and; therefore, do not necessarily require public facilities to satisfactorily conduct business. An aeronautical service provider of this type is considered to be an Independent Aeronautical Operator and must obtain a Permit from the Airport Director to conduct such business upon the Airport. The Independent Aeronautical Operator Permit provides operating regulations and guidelines and sets forth appropriate fees to be paid to the Airport for the privilege of using the Airport facility area in connection with their business operation.

An independent Operator provides a single-service Aeronautical Activity on the Airport and may include, but is not limited to, aerial advertising, aerial photography or survey, power line or pipeline patrol, firefighting or fire patrol, or airborne mineral exploration.

15.0. SEVERABILITY CLAUSE

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

APPENDIX A

INSURANCE REQUIREMENTS

Fixed Base Operator (FBO)

Aircraft Liability - \$5,000,000 per occurrence combined single limit for bodily injury and property damage including passengers.

Comprehensive Public Liability and Property Damage (Premises) - \$5,000,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$1,000,000 per occurrence.

Products & Completed Operations Liability - \$5,000,000 per occurrence.

Environmental Liability - \$1,000,000.

Aircraft Maintenance Operator SASO

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services - \$1,000,000 per occurrence.

Hangar Keeper's Liability - Ground and Hangar Keeper's Liability \$100,000 each loss minimum limit and \$50,000 each aircraft minimum limit.

Motor Vehicle Liability - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Avionics or Instrument Maintenance SASO

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Repairs & Services - \$1,000,000 per occurrence.

Hangar Keeper's Liability - Ground and Hangar Keeper's Liability \$100,000 each loss

minimum limit and \$50,000 each aircraft minimum limit.

Motor Vehicle Liability - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Aircraft Rental, Flying Club, or Flight Training Operator SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage including passengers. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted as applicable.

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Hangar Keeper's Liability (if Applicable) - Ground and Hangar Keeper's Liability \$100,000 each loss minimum limit and \$50,000 each aircraft minimum limit.

Motor Vehicle Liability - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Aircraft Charter or Aircraft Management Operator SASO

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage including passengers. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted as applicable.

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Hangar Keeper's Liability (if Applicable) - Ground and Hangar Keeper's Liability \$100,000 each loss minimum limit and \$50,000 each aircraft minimum limit.

Motor Vehicle Liability - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy

shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Aircraft Sales Operator SASO (New and/or Used)

Aircraft Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage including passengers. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted as applicable.

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability for Sale of Aircraft - \$1,000,000 per occurrence.

Hangar Keeper's Liability (if Applicable) - Ground and Hangar Keeper's Liability \$100,000 each loss minimum limit and \$50,000 each aircraft minimum limit.

Motor Vehicle Liability - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Specialized Commercial Aeronautical Operator SASO

Aircraft Liability (if Applicable) - \$1,000,000 per occurrence combined single limit for bodily injury and property damage including passengers. With respect only to passenger bodily injury a minimum sub-limit of \$100,000 per passenger will be permitted as applicable.

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Products & Completed Operations Liability (if Applicable) - \$1,000,000 per occurrence.

Hangar Keeper's Liability (if Applicable) - Ground and Hangar Keeper's Liability \$100,000 each loss minimum limit and \$50,000 each aircraft minimum limit.

Motor Vehicle Liability (if Applicable) - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Temporary Specialized Aviation Service Operator SASO

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Aircraft Storage Operator

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Hangar Keeper's Liability - Ground and Hangar Keeper's Liability \$100,000 each loss minimum limit and \$50,000 each aircraft minimum limit.

Motor Vehicle Liability (if Applicable) - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Non-Commercial Hangar Operator (Corporate Hangars)

Premise Liability - \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Motor Vehicle Liability - The operation of all licensed motor vehicles, including those hired or borrowed, used in connection with the operation shall be covered by Automobile Liability Insurance providing for a total limit of \$500,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, in cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.

Non-Commercial Self-Service Fueling Operator

Aircraft Liability - \$2,000,000 per occurrence combined single limit for bodily injury and property damage including passengers.

Comprehensive Public Liability and Property Damage (Premises) - \$2,000,000 per occurrence of combined single limit bodily injury and property damage.

Hangar Keeper's Liability - \$600,000 per occurrence.

Products & Completed Operations Liability - \$2,000,000 per occurrence.

Environmental Liability - \$1,000,000.

Multiple Activities

Operator shall provide certificates of insurance coverage in an amount equal to the highest individual insurance requirements stipulated for the specific commercial aeronautical activity or service being performed as stated above.

NOTE:

Aircraft Owners Involved in Self-Fueling Operations - A comprehensive Aircraft Liability Policy indicating that the coverage includes owner's fueling/defueling operations with fueling equipment owned and/or operated by the aircraft owner. The minimum shall be \$1,000,000 Combined Single Limit for bodily Injury and Property Damage.