

NEW BRAUNFELS NATIONAL AIRPORT

KBAZ

AIRPORT ADMINISTRATION OFFICE

2333 FM 758

New Braunfels, Texas 78130

(830) 221-4290 FAX (830) 620-9017

MINIMUM STANDARDS

2023 EDITION



NEW BRAUNFELS NATIONAL AIRPORT

MINIMUM STANDARDS

Prepared by:

City Personnel

Dr. Robert Lee, AAE
Airport Director

Brendan Haas
Airport Operations Manager

Frank Onion
First Assistant City Attorney

Nathan Brown
Assistant City Attorney

Jeff Jewell
Director Economic & Community Development

New Braunfels Airport Advisory Board

Al Dowling, Chair
Wes Stamps, Vice Chair
Kurt Andersen
Jason Kern
Travis Krug
Curtis Lepp
Paul Wright

Revisions

[illegible]

TABLE OF CONTENTS

| | | |
|-------------------|--|-----------|
| SECTION 1: | INTRODUCTION..... | 1 |
| SECTION 1.1 | PREAMBLE | 2 |
| SECTION 1.2 | PURPOSE | 2 |
| SECTION 1.3 | SCOPE | 3 |
| SECTION 2: | APPLICABILITY..... | 6 |
| SECTION 2.1 | APPLICATION OF MINIMUM STANDARDS | 7 |
| SECTION 2.2 | MULTIPLE ACTIVITIES BY ONE COMMERCIAL OPERATOR | 8 |
| SECTION 2.3 | WAIVER OR MODIFICATION OF STANDARDS..... | 8 |
| SECTION 3: | APPLICATION PROCESS..... | 12 |
| SECTION 3.1 | AGREEMENT REQUIRED..... | 13 |
| SECTION 3.2 | APPLICATION REQUIRED | 13 |
| SECTION 3.3 | DENIAL..... | 14 |
| SECTION 4: | GENERAL REQUIREMENTS..... | 17 |
| SECTION 4.1 | AGREEMENT/APPROVAL | 18 |
| SECTION 4.2 | PAYMENTS OF RENTS, FEES, AND CHARGES | 18 |
| SECTION 4.3 | LEASED PREMISES..... | 18 |
| SECTION 4.4 | INSPECTIONS..... | 20 |
| SECTION 4.5 | FACILITY MAINTENANCE..... | 20 |
| SECTION 4.6 | PRODUCTS, SERVICES, AND FACILITIES | 21 |
| SECTION 4.7 | NONDISCRIMINATION | 22 |
| SECTION 4.8 | LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS | 22 |
| SECTION 4.9 | PERSONNEL..... | 22 |
| SECTION 4.10 | SECURITY..... | 23 |
| SECTION 4.11 | INSURANCE | 23 |
| SECTION 4.12 | INDEMNIFICATION AND HOLD HARMLESS | 24 |
| SECTION 4.13 | TAXES | 25 |
| SECTION 4.14 | THROUGH THE FENCE OPERATIONS..... | 25 |
| SECTION 4.15 | EXCLUSIVE RIGHTS..... | 25 |
| SECTION 4.16 | LAND AND FACILITY USE | 25 |
| SECTION 4.17 | OPERATING REQUIREMENTS | 26 |
| SECTION 5: | FIXED BASED OPERATOR..... | 28 |
| SECTION 5.1 | DEFINITION..... | 29 |

SECTION 6: AIRCRAFT MAINTENANCE AND REPAIR OPERATOR (SASO).....31

| | | |
|-------------|----------------------------------|----|
| SECTION 6.1 | DEFINITION..... | 32 |
| SECTION 6.2 | LEASED PREMISES..... | 32 |
| SECTION 6.3 | LEASED PREMISES (SUBLESSEE)..... | 33 |
| SECTION 6.4 | LICENSES AND CERTIFICATIONS..... | 33 |
| SECTION 6.5 | PERSONNEL..... | 33 |
| SECTION 6.6 | EQUIPMENT | 34 |
| SECTION 6.7 | HOURS OF ACTIVITY | 34 |
| SECTION 6.8 | INSURANCE | 34 |

SECTION 7: AVIONICS MAINTENANCE AND REPAIR OPERATOR (SASO)36

| | | |
|-------------|----------------------------------|----|
| SECTION 7.1 | DEFINITION..... | 37 |
| SECTION 7.2 | LEASED PREMISES..... | 37 |
| SECTION 7.3 | LEASED PREMISES (SUBLESSEE)..... | 38 |
| SECTION 7.4 | LICENSES AND CERTIFICATIONS..... | 54 |
| SECTION 7.5 | PERSONNEL..... | 38 |
| SECTION 7.6 | EQUIPMENT | 38 |
| SECTION 7.7 | HOURS OF ACTIVITY | 38 |
| SECTION 7.8 | INSURANCE | 38 |

SECTION 8: AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO).....40

| | | |
|-------------|----------------------------------|----|
| SECTION 8.1 | DEFINITIONS..... | 41 |
| SECTION 8.2 | LEASED PREMISES..... | 41 |
| SECTION 8.3 | LEASED PREMISES (SUBLESSEE)..... | 42 |
| SECTION 8.4 | LICENSES AND CERTIFICATIONS..... | 43 |
| SECTION 8.5 | PERSONNEL..... | 43 |
| SECTION 8.6 | EQUIPMENT | 44 |
| SECTION 8.7 | HOURS OF ACTIVITY | 44 |
| SECTION 8.8 | INSURANCE | 44 |

SECTION 9: AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)46

| | | |
|-------------|----------------------------------|----|
| SECTION 9.1 | DEFINITION..... | 47 |
| SECTION 9.2 | LEASED PREMISES..... | 47 |
| SECTION 9.3 | LEASED PREMISES (SUBLESSEE)..... | 48 |
| SECTION 9.4 | LICENSES AND CERTIFICATIONS..... | 48 |
| SECTION 9.5 | PERSONNEL..... | 48 |
| SECTION 9.6 | EQUIPMENT | 48 |
| SECTION 9.7 | HOURS OF ACTIVITY | 49 |
| SECTION 9.8 | INSURANCE | 49 |

| | |
|---|-----------|
| SECTION 10: AIRCRAFT SALES OPERATOR (SASO) | 51 |
| SECTION 10.1 DEFINITION | 52 |
| SECTION 10.2 LEASED PREMISES | 52 |
| SECTION 10.3 LEASED PREMISES (SUBLESSEE) | 53 |
| SECTION 10.4 DEALERSHIP | 53 |
| SECTION 10.4 LICENSES AND CERTIFICATIONS | 53 |
| SECTION 10.6 PERSONNEL | 53 |
| SECTION 10.7 EQUIPMENT | 53 |
| SECTION 10.8 HOURS OF ACTIVITY | 53 |
| SECTION 10.9 INSURANCE | 54 |
| SECTION 11: SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO) | 56 |
| SECTION 11.1 DEFINITION | 57 |
| SECTION 11.2 LEASED PREMISES | 57 |
| SECTION 11.3 LEASED PREMISES (SUBLESSEE) | 58 |
| SECTION 11.4 LICENSES AND CERTIFICATIONS | 58 |
| SECTION 11.5 PERSONNEL | 59 |
| SECTION 11.6 EQUIPMENT | 59 |
| SECTION 11.7 HOURS OF ACTIVITY | 59 |
| SECTION 11.8 INSURANCE | 59 |
| SECTION 12: TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO) | 61 |
| SECTION 12.1 INTRODUCTION | 62 |
| SECTION 12.2 SCOPE OF ACTIVITY | 62 |
| SECTION 12.3 PERMIT | 62 |
| SECTION 12.4 LICENSES AND CERTIFICATIONS | 63 |
| SECTION 12.5 INSURANCE | 63 |
| SECTION 13: AIRCRAFT STORAGE OPERATOR (SASO) | 65 |
| SECTION 13.1 DEFINITION | 66 |
| SECTION 13.2 SCOPE OF ACTIVITY | 66 |
| SECTION 13.3 LEASED PREMISES | 66 |
| SECTION 13.4 HOURS OF ACTIVITY | 67 |
| SECTION 13.5 INSURANCE | 67 |
| SECTION 14: NON-COMMERCIAL HANGAR OPERATOR (CORPORATE HANGAR) | 69 |
| SECTION 14.1 DEFINITION | 70 |
| SECTION 14.2 SCOPE OF ACTIVITY | 70 |

| | | |
|--|---------------------------|-----|
| SECTION 14.3 | LEASED PREMISES..... | 70 |
| SECTION 14.4 | OWNERSHIP STRUCTURE | 71 |
| SECTION 14.5 | INSURANCE | 71 |
| SECTION 15: SEVERABILITY CLAUSE | | 73 |
| SECTION 15.1 | SEVERABILITY CLAUSE | 74 |
| APPENDICES | | A-1 |
| APPENDIX 1 – OPERATING PERMIT APPLICATION | | A-2 |
| APPENDIX 2 – INSURANCE REQUIREMENTS BY ACTIVITY..... | | A-3 |

Page Left Intentionally Blank

DRAFT

SECTION 1

INTRODUCTION

DRAFT

SECTION 1: INTRODUCTION

SECTION 1.1: PREAMBLE

As the owner and operator of the New Braunfels National Airport (the “Airport”), the City of New Braunfels (the “City”), Texas is responsible for overseeing the conduct of aeronautical and related activities at the Airport. The City, as a condition of accepting federal funding for the development and operation of the Airport, must comply with a standard set of conditions referred to as the “Grant Assurances,” which in turn require compliance with various federal law and regulations.

The Federal Aviation Administration (the “FAA”), which is responsible for enforcing the Grant Assurances, encourages airport sponsors like the City to develop and publish minimum standards for commercial aeronautical activities to assist in meeting these federal obligations. 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.

SECTION 1.2: PURPOSE

The purpose of these Minimum Standards for Commercial Aeronautical Activities (“Minimum Standards”), set forth below, are to provide commercial aeronautical businesses and operators (hereinafter “Operator” or “Operators”) with 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. A “Commercial Aeronautical Activity” governed by these Minimum Standards includes the specific activities listed herein as well as any other activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations and involves the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public.

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 the 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 ensure 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 the lease, license, permit, or other agreement that authorizes the Operator to do business at the Airport (each such agreement, an “Agreement” herein).

SECTION 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 Activities subject to these Minimum Standards.
- 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 at the Airport under conditions that do not, in the City’s sole discretion, meet these Minimum Standards.
- 1.3.4 Commercial 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 Operator’s Agreement.
- 1.3.5 If suitable land or improvements are not available or cannot be secured through a direct lease with the City, SASOs may sublease land, facilities or improvements from another SASO, subject to these Minimum Standards
- 1.3.6 The Adoption Date of these revised Minimum Standards is 1 April 2023.

Page Left Intentionally Blank

DRAFT

SECTION 2

APPLICABILITY

DRAFT

SECTION 2: APPLICABILITY

SECTION 2.1: APPLICATION OF MINIMUM STANDARDS

- 2.1.1 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 desires, under the terms of an existing Agreement, to materially alter its Aeronautical Activities or to modify the Commercial Aeronautical Activity(s) which it performs pursuant to an Existing Agreement, the City shall as a condition of its approval of such change, require the Operator to come into compliance 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.
- 2.1.2 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.
- 2.1.3 While 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, all Operators are encouraged to meet or exceed the applicable minimum standards.
- 2.1.4 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.
- 2.1.5 The City reserves the right to plan and develop the Airport in the best interests of the City, tenants, and other Airport users. The City may designate specific areas of the Airport in which specific Aeronautical Activities may be conducted. The City may change these designations from time to time and may relocate tenants or decline to extend or renew an Agreement because of a change in designation where the premises can be used for a higher and better use in the sole opinion of the City. Relocation of existing tenants will be subject to and conducted in the manner provided for in an Agreement, by mutual agreement, by exercise of eminent domain by the City in the manner provided under Texas law, or otherwise in accordance with applicable law.
- 2.1.6 An Operator which is a lessee or sublessee at the Airport must have a written Agreement with the City that authorizes the Commercial Aeronautical Activity or Commercial Aeronautical Service it conducts. The City reserves the right to charge Operators a fee to conduct Commercial Aeronautical Activity(s) at the Airport, which shall be set out in such Agreement.
- 2.1.7 The City reserves the right to adopt such amendments to these Minimum Standards as it determines are necessary or desirable, including 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.

- 2.1.8 Operators currently providing Commercial Aeronautical Activities without an Agreement with the Airport are hereby granted one year to become compliant with Section 4.2 Agreement/Approval of these Minimum Standards.

SECTION 2.2: MULTIPLE ACTIVITIES BY ONE COMMERCIAL OPERATOR

Whenever a Commercial Operator conducts multiple Commercial Aeronautical Activities under one Agreement with the City, the Operator must comply with these Minimum Standards for each activity being conducted. If the Minimum Standards for one of the Commercial Aeronautical Activities are inconsistent with the Minimum Standards for another Aeronautical Activity, the City may apply the Minimum Standards which are most beneficial to Airport operations. When more than one (1) Activity is conducted, the minimum requirements may vary, in the City's sole discretion, depending upon the nature of each Activity and/or combination of Activities but shall not necessarily be cumulative.

SECTION 2.3: WAIVER OF MODIFICATION OF STANDARDS

- 2.3.1 The City intends to apply these Minimum Standards uniformly to all Operators at the Airport. However, the City recognizes that, under certain circumstances, rigid application of these Minimum Standards may not serve the City's interest in developing and promoting aeronautics and encouraging the expansion of services at the Airport, while protecting existing Operators from unfair competition. Accordingly, the City may in its sole discretion grant waivers and variances from these Minimum Standards, in accordance with the procedures specified in this Section 4.23.
- 2.3.2 In order to request a waiver or variance, an (or applicant, pursuant to Section __ must submit a written request in writing to the Airport Director, describing in detail the waiver or variance that the Operator is seeking and demonstrating, including by written explanation and through supporting documentation as necessary, each of the following:
- 1) For a waiver, the Operator must demonstrate:
 - a. The Operator seeking the waiver is or would be the only Operator on the Airport to provide a specific product, service, or facility for which the waiver is sought or the waiver would not result in unjust discrimination toward an existing on-Airport business providing similar products, services, or facilities;
 - b. The Operator will come into compliance with the Minimum Standards within, a prescribed schedule, which shall be enforceable by the Department as a condition of granting the waiver;

- c. The waiver is needed to alleviate the financial burden of initiating a new or expanding an existing Commercial Aeronautical Activity at the Airport; and
 - d. The waiver will not materially interfere with the Operator's ability to provide high quality products, services, and facilities to Airport users.
- 2) For a variance, the Operator must demonstrate:
 - a. A special condition or unique circumstance exists with respect to the leased premises or nature of the Activity that makes the application of the Minimum Standards unduly burdensome;
 - b. The variance proposed by the Operator is narrowly tailored (in scope, duration, or both) to address the special condition or unique circumstance;
 - c. The variance will not create an unfair competitive relationship among Operators at the Airport; and
 - d. The variance will not materially interfere with the Operator's ability to provide high quality products, services, and facilities to Airport users.
- 2.3.3 Upon receipt of a written request for a waiver or variance, the Airport Director may request, and the Operator shall provide, any additional information from the Operator that the City deems necessary to review such request. Prior to issuing a waiver or variance, the City shall also provide written notice to all other Operators at the Airport and request written comment on the request and its potential impact on other Operators. Prior to making any decision on any requested waiver or variance, the City shall take into consideration any written comment from an existing Operator at the Airport received pursuant to such request for written comment.
- 2.3.4 The Airport Director shall notify the requesting Operator of the City's decision to approve or deny a waiver or variance request in writing, such written notice to include the City's findings regarding whether each condition described above was found to be satisfied or not.
- 2.3.5 Any waiver or variance approved by the City, acting through the Airport Director, hereunder shall apply only to the specific Operator and the specific circumstance and (i) shall not serve to amend, modify, or alter the Minimum Standards, (ii) shall have no precedential effect as to circumstances that may arise in the future on the Airport, and (iii) shall not create any rights in the specific Operator to be granted a waiver or variance in like circumstances in the future.
- 2.3.6 Notwithstanding the foregoing, 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, or
- 3) Fire prevention or firefighting operations, and provided further that,
- 4) The City may further, in its sole discretion, 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.

DRAFT

Page Left Intentionally Blank

DRAFT

SECTION 3

APPLICATION PROCESS

DRAFT

SECTION 3: APPLICATION PROCESS

SECTION 3.1: AGREEMENT REQUIRED

It is prohibited for any person to conduct a Commercial Aeronautical Activity on Airport property without an Agreement with the City. In addition to the other requirements stated herein, a condition of granting such Agreement shall be that the Operator register company information with the City and provide the proper insurance coverage certificates and copies of any federal or state licenses or certificates that the Operator is required to have for its operations.

All improvements constructed on airport property are subject to the requirements of these Minimum Standards and all applicable municipal codes. Plans for construction will be approved by the City and Airport prior to the commencement of work.

SECTION 3.2: APPLICATION REQUIRED

A person must apply for an Agreement to conduct a Commercial Aeronautical Activity by submitting an application on an Airport approved form. In addition to the following requirements, the Airport Director or designated representative may require the applicant to provide additional information, including to ensure compliance with City ordinances, Airport Rules and Regulations, or these Minimum Standards. The Applicant must, at minimum, submit the following documentation with the above referenced application:

- 1) The name, address, email, and telephone number of the applicant. If the applicant is a corporation, name, address, and telephone number of registered agent of the corporation. If the applicant is a partnership or limited liability company, name, address, and telephone number of all general partners, members and/or investors.
- 2) A detailed description of the scope of the intended operations, including all services to be offered.
- 3) The number of aircraft needed to provide the services.
- 4) The amount of land, office space, and/or aircraft storage areas required for the operation, including square footages.
- 5) A detailed description of any improvements or modifications to be leased (or subleased), or constructed or made to airport property, including square footages, cost estimates and a construction timetable.
- 6) The proposed hours of operation.
- 7) Documentation of the applicant's financial capabilities to construct any improvements and facilities and to perform and conduct any proposed activities, including insurance certificates or commitment and ability to procure sufficient insurance coverage.

- 8) The commencement date for the applicant's activities and the term of the Agreement sought, including all option periods.
- 9) A copy of the organizing document(s) required to be filed by the entity (corporation, etc.) with the State of Texas, by whatever name (articles of incorporation, certification of formation, etc.).
- 10) 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.
- 11) 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.
 - a. 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.
 - b. 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).

Operators conducting Commercial Aeronautical Activity(s) who wish to operate out of another tenant's leasehold, whether pursuant to a sublease or license agreement, must submit the above-described application and be approved for and enter into a commercial operating permit by the City. Operators who wish to lease space directly shall be provided with an appropriate lease form by the City that authorizes them to conduct any approved Commercial Aeronautical Activity(s).

SECTION 3.3: DENIAL

The City shall consider a completed application to provide Commercial Aeronautical Activity, 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:

- 1) Failure to meet the qualifications, standards, and requirements established by these Minimum Standards for the proposed Commercial Aeronautical Activity,
- 2) The proposed operation, development, or construction would create a safety hazard on the Airport,

- 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,
- 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,
- 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,
- 6) The proposed activities are not consistent with the Airport Master Plan, Airport Layout Plan, and/or Airport Business Plan,
- 7) The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in Airport capacity, or an undue interference with Airport operations or the operations of any existing airport users at the Airport,
- 8) Intentional or unintentional misrepresentation or failure to make full disclosure in the application or supporting documents, including by the applicant or its principals,
- 9) Lack of required licenses to undertake the proposed operation or activity based on the information provided with the application,
- 10) 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,
- 11) Inability or failure to provide the required insurance coverage,
- 12) Inability to provide the security deposits, or other acceptable surety in the amount required by the City for the proposed operation, activity,
- 13) Inability to provide the required performance and other bonds in the amount required by the City for the proposed construction activity, or
- 14) Revocation or suspension of a fueling license within two (2) years preceding the date of application.

Page Left Intentionally Blank

DRAFT

SECTION 4

GENERAL REQUIREMENTS

DRAFT

SECTION 4: GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities 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 National Airport, 2333 FM758, New Braunfels, TX 78130.

SECTION 4.1: AGREEMENT/APPROVAL

- 4.1.1 No Operator shall engage in an Activity unless the Operator has an Agreement with the Airport authorizing such Activity, and, if not a lessee of the City, 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.
- 4.1.2 Each Operator shall comply with all the provisions of the Agreement between the Operator and the City.

SECTION 4.2: PAYMENTS OF RENTS, FEES, AND CHARGES

- 4.2.1 Operator shall pay the rents, fees, and/or other charges specified by the City for leasing, using land, making improvements, or engaging in Commercial Aeronautical Activities.
- 4.2.2 No Operator shall be permitted to engage in Commercial Aeronautical Activities 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.
- 4.2.3 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, approval authorizing the occupancy, use of land, making improvements, or the conduct of Commercial Aeronautical Activities at the Airport.

SECTION 4.3: LEASED PREMISES

- 4.3.1 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 Premises (including 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. Certain Standards may be met in combination by the lessee Operator and the sublessee Operator, with the prior approval of the City. 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 Permit from the Airport Director. Such Permit shall be appropriate to the particular type of services to be provided by the sublessee Operator. The Permit shall provide for payment by the sublessee Operator to the Airport user fees pertinent to the types of services offered by sublessee. Permits must be renewed every two years.
- 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 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.

4.3.2 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:

- 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) 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.

4.3.3 Vehicle Parking

4.3.3.1 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.

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

4.3.4 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.

SECTION 4.4: 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.

SECTION 4.5: 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:

- 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) 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

SECTION 4.6: PRODUCTS, SERVICES, AND FACILITIES

In addition to those products, services, and facilities specifically identified and required in Section 5 - Fixed Base Operator (FBO), an FBO may engage in one or more 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:

- 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) 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.
- 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.

SECTION 4.7: NONDISCRIMINATION

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.

SECTION 4.8: LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

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.

SECTION 4.9: PERSONNEL

- 4.9.1 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.
- 4.9.2 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.

- 4.9.3 Operator must conduct its operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb, endanger or be offensive to others.
- 4.9.4 Each Commercial Operator must control the conduct and demeanor of its personnel, subtenants, invitees, and, upon objection by the City concerning the conduct or demeanor of any such person, the Commercial Operator must immediately take all lawful steps necessary to remove the cause of the objection.

SECTION 4.10: SECURITY

- 4.10.1 Operator shall designate a responsible person for the coordination of all security concerns and provide point-of-contact information to the Airport Director, including the name of the primary and secondary contacts and 24-hour telephone numbers for both individuals.
- 4.10.2 Operator shall control their leasehold so as to prevent unauthorized access to the airside.
- 4.10.3 Fencing, doors, gates, lighting, and locks which are part of the operator's leased premises or have been installed by the operator must be maintained by the operator and kept in good condition at all times. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the Airport.
- 4.10.4 Operator must comply with all applicable reporting requirements (as established by the Airport, City, County, State, FAA, TSA, law enforcement agencies, etc.).

SECTION 4.11: INSURANCE

- 4.11.1 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. These requirements may vary among different types of Operators and may be periodically adjusted to ensure the interests of the City and other Airport users and Operators are adequately protected. The companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of Texas.
 - 4.11.1.1 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.
- 4.11.2 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, as determined by the City and specified in an Agreement with the Operator. It may 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.

4.11.3 All insurance, which an Operator is required by the City to carry and keep in force, shall:

- 1) name the City of New Braunfels, and New Braunfels National Airport, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured,
- 2) contain a provision that written notice of cancellation or modification thereof must be given to the City not less than 30 calendar days before such cancellation or modification takes effect (10 calendar days in case of nonpayment of premium),
- 3) contain a waiver of subrogation in favor of the City, and
- 4) Operators may not permit any insurance policy to be canceled or modified without the City's written consent unless equivalent replacement policies are issued with no lapse in coverage. All policies must be obtained from insurance companies licensed to do business in the State of Texas and possessing a rating of at least A – VII or higher from the A.M. Best Company, or an equivalent rating approved by the City.

4.11.4 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.

4.11.5 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).

4.11.6 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, lighting, 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.

4.11.7 Operators must satisfy all insurance requirements established by the City, as specified in these Standards and in each Operator's Agreement throughout the term of the Agreement.

SECTION 4.12: INDEMNIFICATION AND HOLD HARMLESS

- 4.12.1 The Operator shall defend, indemnify, save, protect, and hold harmless the City of New Braunfels and the New Braunfels National 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 the New Braunfels National 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.
- 4.12.2 The Operator shall protect, indemnify, defend, and hold harmless the City of New Braunfels, and New Braunfels National 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.

SECTION 4.13: TAXES

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 National Authority.

SECTION 4.14: THROUGH THE FENCE OPERATIONS

The City will 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.

SECTION 4.15: EXCLUSIVE RIGHTS

Pursuant to its federal obligations, the City must 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. 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.

SECTION 4.16: LAND AND FACILITY USE

- 4.16.1 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.

- 4.16.2 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.
- 4.16.3 The construction of improvements and infrastructure on the Airport must be performed in accordance with the Airport Design Guidelines and plans approved by the City, including all related and applicable statutes, ordinances, building codes, rules, and regulations of the Airport, the City, the FAA, and other authorities having jurisdiction over the Airport, the premises, or the Operator's activities. Operators are prohibited from constructing, installing, removing, or modifying any improvements on their premises without advance written approval of the Airport Director and, if required, the New Braunfels National Airport Advisory Board, City Manager, TXDOT Aviation, and the FAA.

SECTION 4.17: OPERATING REQUIREMENTS

- 4.17.1 Taxiway Access: If not already provided, each Commercial Operator conducting Aeronautical Activities must provide paved access from its leased premises to the Airport's taxiway/taxilane/apron system. Such access must meet all applicable FAA standards for the largest aircraft type anticipated to use the Commercial Operator's premises.
- 4.17.2 Right-of-Entry Reserved: The City may, during regular business hours, enter upon each Commercial Operator's premises for any purpose, provided that such entry does not unreasonably interfere with the Commercial Operator's use of the premises.
- 4.17.3 Rates and Charges: Each Commercial Operator may determine the rates and charges for all of its activities and services.
- 4.17.4 Interference with Utilities and Systems: No Commercial Operator will permit anything that may interfere with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.
- 4.17.5 Fire Equipment: Each Operator must supply and maintain adequate and readily accessible fire extinguishers and equipment, as required by law and the City's Fire Department (Refer to NFPA 407).
- 4.17.6 Solid Waste Disposal: Each Commercial Operator will be responsible for the disposal of solid waste from their operation, in accordance with the City's Solid Waste policies.

Page Left Intentionally Blank

DRAFT

SECTION 5

FIXED BASED OPERATOR

DRAFT

SECTION 5: FIXED BASED OPERATOR

SECTION 5.1: DEFINITION

A Fixed Based Operator (FBO) is a Commercial Operator engaged in the retail sale of products, services, and facilities to aircraft operators including aviation fuels and lubricant as well as additional services such as ground services and support, tie-down, hangar, parking, aircraft maintenance, and aircraft rental/flight training.

At present, the City has elected to exercise its exclusive and proprietary right, pursuant to FAA Advisory Circular 150 / 5190-6, Exclusive Rights at Federally Obligated Airports, to serve as the sole FBO and provider of into-plane fueling services; commercial self-serve fueling services; retail fuel sales; fuel farm development, operation, and storage; and cargo handling services at the Airport. As a result, no other Fixed Based Operators are permitted to operate at or on the Airport at this time.

Page Left Intentionally Blank

DRAFT

SECTION 6

AIRCRAFT MAINTENANCE AND REPAIR OPERATOR (SASO)

DRAFT

SECTION 6: AIRCRAFT MAINTENANCE AND REPAIR OPERATOR (SASO)

SECTION 6.1: DEFINITION

- 6.1.1 An Aircraft Maintenance and Repair Operator (MRO) is a commercial operator engaged in the provision and execution of aircraft maintenance (as defined by all applicable Federal regulations), to include, but not limited to the following: airframe structural and/or sheet metal repairs, engine overhaul, propeller maintenance and repair, aircraft upfitting, retrofitting and/or aircraft accessories, interior upholstery work and all other functions pertaining to the scheduled and unscheduled repair and maintenance of piston & turbine aircraft (to include rotorcraft) other than those owned, leased, and/or operated by (and under the full and exclusive control of) the operator, which includes the sale and/or reconditioning of aircraft parts, hardware, components and accessories.
- 6.1.2 In addition to the General Requirements set forth in Section 4, each Aircraft MRO at the Airport shall comply with the following minimum standards set forth in this Section 6.
- 6.1.3 FBOs associated with Aircraft Maintenance shall comply with the minimum standards set forth in Section 5.

SECTION 6.2: SECTION 6.2: LEASED PREMISES

- 6.2.1 An Operator engaging in this activity 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, which are not cumulative:
- | | | | |
|----|--------------------|---|-----------|
| 1) | Contiguous Land: | 0.5 Acre | 21,780 SF |
| 2) | Apron: | Minimum 25' from hangar door threshold. Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer aircraft. | |
| 3) | Building/Facility: | 1,000 SF | |
| 4) | Hangar: | 4,900 SF | |
| 5) | Parking: | 2,500 SF | |
- 6.2.2 The apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft without disrupting the AOA.

- 6.2.3 All required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land.
- 6.2.4 Facilities shall include customer, administrative, maintenance, and hangar areas.
- 6.2.5 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.
- 6.2.6 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.

SECTION 6.3: LEASED PREMISES (SUBLESSEE)

With prior written permission of the Airport Director, the requirements set forth in Section 6.2 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.

SECTION 6.4: LICENSES AND CERTIFICATION

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

SECTION 6.5: PERSONNEL

- 6.5.1 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.
- 6.5.2 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.
- 6.5.3 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.
- 6.5.4 An Operator conducting 100 hour, annual, or phase inspections shall employ an FAA licensed Airframe and Powerplant Mechanic certified as an IA (Inspection Authority).

SECTION 6.6: EQUIPMENT

- 6.6.1 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.
- 6.6.2 Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

SECTION 6.7: HOURS OF ACTIVITY

Operator shall be open, 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.

SECTION 6.8: INSURANCE

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

Page Left Intentionally Blank

DRAFT

SECTION 7

AVIONICS MAINTENANCE AND REPAIR OPERATOR (SASO)

DRAFT

SECTION 7: AVIONICS MAINTENANCE AND REPAIR OPERATOR (SASO)

SECTION 7.1: DEFINITION

- 7.1.1 An Avionics or Instrument MRO is a Commercial Operator engaged in the business of maintenance, repair, overhaul, bench testing, or alteration of equipment, including but not limited to, communications, navigation, the display and management of multiple systems, and the hundreds of systems that are fitted to aircraft to perform individual functions.
- 7.1.2 In addition to the General Requirements set forth in Section 4, each Avionics or Instrument MRO at the Airport shall comply with the following minimum standards set forth in this Section 7.

SECTION 7.2: LEASED PREMISES

An Operator engaging in this activity 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, which are not cumulative:

- | | | | |
|----|--------------------|--|-----------|
| 1) | Contiguous Land: | 0.5 Acre | 21,780 SF |
| 2) | Apron: | Minimum 25' from hangar door threshold. | |
| | | Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer aircraft. | |
| 3) | Building/Facility: | 500 SF | |
| 4) | Hangar: | 4,900 SF | |
| 5) | Parking: | Minimum 5 Spaces - paved | |

- 7.2.1 Apron shall be adequate to accommodate the movement of aircraft into and out of the hangar and parking of customer aircraft without disrupting the AOA.
- 7.2.2 All required improvements including, but not limited to, apron, vehicle parking, roadway access, landscaping, and all facilities shall be located on contiguous land.
- 7.2.3 Facilities shall include customer, administrative, maintenance, and hangar areas.
- 7.2.4 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.

- 7.2.5 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.

SECTION 7.3: LEASED PREMISES (SUBLESSEE)

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

SECTION 7.4: LICENSES AND CERTIFICATION

- 7.4.1 Operator shall be properly certificated by the FAA as A Part 145 Repair Station and by the Federal Communications Commission (FCC).
- 7.4.2 Personnel shall be properly certificated by the FAA and the FCC, current, and hold the appropriate ratings for the work being performed.

SECTION 7.5: PERSONNEL

- 7.5.1 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.
- 7.5.1.1 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.

SECTION 7.6: EQUIPMENT

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.

SECTION 7.7: HOURS OF ACTIVITY

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

SECTION 7.8: INSURANCE

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

Page Left Intentionally Blank

DRAFT

SECTION 8

AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

DRAFT

SECTION 8: AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

SECTION 8.1: DEFINITIONS

- 8.1.1 An Aircraft Rental Operator is a Commercial Operator engaged in the rental of aircraft to the general public.
- 8.1.2 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.
- 8.1.3 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). Private Flying Clubs are not required to comply with these Minimum Standards unless the nature of their operations no longer meets the criteria of a Private Flying Club and instead such Club is conducting a Commercial Aeronautical Activity.
- 8.1.4 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.
- 8.1.4.1 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.

SECTION 8.2: LEASED PREMISES

An Operator engaging in this Activity 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:

- | | | |
|---------------------|---|-----------|
| 1) Contiguous Land: | 0.5 Acre | 21,780 SF |
| 2) Apron: | Minimum 25' from hangar door threshold. | |

Shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer aircraft.

- | | |
|-----------------------|----------|
| 3) Building/Facility: | 1,500 SF |
| 4) Hangar: | 4,900 SF |

5) 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 provided in an agreement with the City, the following minimum areas shall be required:

- 8.2.1 Apron/paved tie-downs shall be adequate to accommodate the total number of aircraft in the 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).
- 8.2.2 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.
- 8.2.3 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.
- 8.2.4 Administrative area shall be at least 100 square feet to include adequate space for employee offices, work areas, and storage.
- 8.2.5 Maintenance area, if required, shall be at least 500 square feet to include adequate space for employee work areas, shop areas, and storage.
- 8.2.6 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.
- 8.2.7 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

SECTION 8.3: LEASED PREMISES (SUBLESSEE)

- 8.3.1 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):
- 8.3.2 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.
- 8.3.3 If Operator subleases a hangar, the apron shall be adequate to accommodate the movement of aircraft into and out of the hangar, staging, and parking of Operator's aircraft.
- 8.3.4 If Operator utilizes a hangar for the storage of Operator's fleet at the Airport, no paved tie-downs will be required.

- 8.3.5 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.
- 8.3.6 Customer area shall be at least 100 square feet to include adequate space for customer lounge(s), class/training rooms, public telephones, and restrooms.
- 8.3.7 Administrative area shall be at least 100 square feet to include adequate space for employee offices, work areas, and storage.
- 8.3.8 Maintenance area, if required, shall be at least 250 square feet to include adequate space for employee work areas, shop areas, and storage.
- 8.3.9 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.
- 8.3.10 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

SECTION 8.4: LICENSES AND CERTIFICATION

- 8.4.1 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.
 - 8.4.1.1 Flight Training Operators shall have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction.

SECTION 8.5: PERSONNEL

The 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.

- 8.5.1 Aircraft Rental Operators and Flying Club Operators shall employ one (1) certified flight instructor and one (1) customer service representative as employees (on each shift). A flight instructor can serve as customer service representative.
- 8.5.2 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.

SECTION 8.6: EQUIPMENT

- 8.6.1 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.
- 8.6.2 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.

SECTION 8.7: HOURS OF ACTIVITY

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.

SECTION 8.8: INSURANCE

- 8.8.1 Operator shall maintain, at a minimum, the coverage and policy limits set forth by the city in these minimum standards and in their agreement with the city.
- 8.8.2 Disclosure Requirements: Any Operator conducting aircraft rental, sales, and/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.

Page Left Intentionally Blank

DRAFT

SECTION 9

AIRCRAFT CHARTER AIRCRAFT MANAGEMENT OPERATOR (SASO)

DRAFT

SECTION 9: AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

SECTION 9.1: DEFINITION

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 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 9.

SECTION 9.2: LEASED PREMISES

- 9.2.1 An Operator engaging in this activity shall have adequate land, apron and 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:

- 1) Contiguous Land: 0.5 Acre 21,780 SF
- 2) Apron: Minimum 25' from hangar door threshold.

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.

- 3) Building/Facility: 1,000 SF
- 4) Hangar: 4,900 SF
- 5) 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.
- 9.2.4 Operator's customer area shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 9.2.5 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

SECTION 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.

SECTION 9.4: LICENSES AND CERTIFICATIONS

- 9.4.1 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).
- 9.4.2 Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized for this Activity.

SECTION 9.5: PERSONNEL

- 9.5.1 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.
- 9.5.1.1 Operator shall employ one (1) Chief Pilot (Aircraft Charter Operator only), and one customer service representative as employees. The Chief Pilot can perform the duties of customer representative unless he/she is performing duties off Airport.

SECTION 9.6: EQUIPMENT

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.

SECTION 9.7: HOURS OF ACTIVITY

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.

SECTION 9.8: INSURANCE

Operator shall maintain, at a minimum, the coverage and policy limits set forth by the City in Appendix 2. All insurance policies shall be issued by insurance companies acceptable to the City and shall name the City as an additional insured or loss payee. Operator shall provide the City at least 30 days written notice of any modification or cancellation of any insurance policy required by the City.

The City reserves the right to increase and expand the minimum insurance requirements as set forth in Appendix 2 whenever the liability of the City under the Texas Tort Claims Act increases, or areas of risk are expanded.

Page Left Intentionally Blank

DRAFT

SECTION 10

AIRCRAFT SALES OPERATOR (SASO)

DRAFT

SECTION 10: AIRCRAFT SALES OPERATOR (SASO)

SECTION 10.1: DEFINITION

10.1.1 An Aircraft Sales Operator is a Commercial Operator engaged in the sale of one (1) or more aircraft (new and/or used) during a 12-month period.

10.1.2 In addition to the General Requirements set forth in Section 4, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 10.

SECTION 10.2: LEASED PREMISES

10.2.1 An Operator engaging in this Activity 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:

- 1) Contiguous Land: 0.5 Acre 21,780 SF
- 2) Apron: Minimum 25' from hangar door threshold.

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.

- 3) Building/Facility: 1,000 SF
- 4) Hangar: 4,900 SF
- 5) 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:

10.2.2 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).

10.2.3 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 MRO (see Section 6).

10.2.4 Operator's customer area shall have immediate access to customer lounge(s), public telephones, and restrooms.

10.2.5 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.

10.2.6 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

SECTION 10.3: LEASED PREMISES (SUBLESSEE)

With prior written permission of the Airport Director, the requirements set forth in Section 10.2 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.

SECTION 10.4: DEALERSHIP

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.

SECTION 10.5: LICENSES AND CERTIFICATIONS

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.

SECTION 10.6: PERSONNEL

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 demand of the public seeking such services.

10.6.1 Operator shall employ at least one (1) current Commercial Pilot with a valid medical certificate.

SECTION 10.7: EQUIPMENT

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

SECTION 10.8: HOURS OF ACTIVITY

The Operator shall be open, 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.

SECTION 10.9: SECTION INSURANCE

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

DRAFT

Page Left Intentionally Blank

DRAFT

SECTION 11

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR

DRAFT

SECTION 11: SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

SECTION 11.1: DEFINITION

11.1.1 A Specialized Commercial Aeronautical Operator is an Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.

11.1.1.1 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.

11.1.1.2 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.

11.1.1.3 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, firefighting, power line, underground cable, or pipeline patrol; or any other miscellaneous activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).

11.1.2 In addition to the General Requirements set forth in Section 4, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 11.

SECTION 11.2: LEASED PREMISES

11.2.1 An Operator engaging in this activity 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:

- 1) Contiguous Land: 0.5 Acre 21,780 SF
- 2) Apron: Minimum 25' from hangar door threshold.

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.

- 3) Building/Facility: 1,000 SF

- 4) Hangar: 4,900 SF
- 5) Parking: 2,500 SF

These SASO services do not typically require hangar facilities. If Operator elects to build a hangar or if the nature of the Operator's Aeronautical Activity is such that the City determines it requires hangar space, 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:

- 11.2.2 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).
- 11.2.3 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.
- 11.2.4 Operator's customer area shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 11.2.5 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.
- 11.2.6 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.
- 11.2.7 Vehicle parking shall be sufficient to accommodate customers and employees on a daily basis.

SECTION 11.3: LEASED PREMISED (SUBLESSEE)

With prior written permission of the Airport Director, the requirements set forth in Section 11.2 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.

SECTION 11.4: LICENSES AND CERTIFICATIONS

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

SECTION 11.5: PERSONNEL

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.

SECTION 11.6: EQUIPMENT

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, at least one (1) continuously airworthy Aircraft.

SECTION 11.7: HOURS AND ACTIVITY

Operator shall be open, and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

SECTION 11.8: INSURANCE

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

Page Left Intentionally Blank

DRAFT

SECTION 12

TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

DRAFT

SECTION 12: TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

SECTION 12.1: INTRODUCTION

- 12.1.1 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.
- 12.1.2 In addition to the General Requirements set forth in Section 4, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section 12.

SECTION 12.2: SCOPE OF ACTIVITY

- 12.2.1 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.

SECTION 12.3: PERMIT

- 12.3.1 Aircraft Operator must submit written request to the Airport Director on behalf of Temporary Specialized Aeronautical Service Operator.
- 12.3.2 Operator shall obtain a 30-day temporary permit (issued by the Airport Director) prior to engaging in Activity on the Airport.
- 12.3.2.1 Renewal shall be subject to the Operator's compliance with all terms of the temporary permit.
- 12.3.3 Operator shall comply with all requirements for the permitted Activities and limit service provided to those strictly stated in the temporary permit.
- 12.3.4 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.
- 12.3.4.1 Aircraft Operator is responsible for assuring compliance of all Airport Rules and Regulations by the Temporary Specialized Aviation Service Operator while on the Airport.

SECTION 12.4: LICENSES AND CERTIFICATIONS

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

SECTION 12.5: INSURANCE

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

DRAFT

Page Left Intentionally Blank

DRAFT

SECTION 13

AIRCRAFT STORAGE OPERATOR (SASO)

DRAFT

SECTION 13: AIRCRAFT STORAGE OPERATOR (SASO)

SECTION 13.1: DEFINITION

13.1.1 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.

13.1.2 In addition to the General Requirements set forth in Section 4, each Commercial Aircraft Storage Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 13.

SECTION 13.2: SCOPE OF ACTIVITY

13.2.1 The 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.

SECTION 13.3: LEASED PREMISES

13.3.1 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:

- 1) Contiguous Land: 0.5 Acre 21,780 SF
- 2) Apron: Minimum 25' from hangar door threshold.

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.

- 3) Building/Facility: 1,000 SF
- 4) Hangar: 10,000 SF
- 5) Parking: 2,500 SF

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 (10) aircraft.

13.3.2 All required improvements including apron, facilities, and vehicle parking shall be located on contiguous land.

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

- 1) A single Hangar structure of not less than 10,000 square feet, completely enclosed.
- 2) Multi-Unit 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.
- 3) 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.

SECTION 13.4: HOURS OF ACTIVITY

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

SECTION 13.5: INSURANCE

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

Page Left Intentionally Blank

DRAFT

SECTION 14

NON-COMMERCIAL HANGAR OPERATOR (CORPORATE HANGARS)

DRAFT

SECTION 14: NON-COMMERCIAL HANGAR OPERATOR (CORPORATE HANGARS)

SECTION 14.1: DEFINITION

- 14.1.1 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.
- 14.1.2 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.

SECTION 14.2: SCOPE OF ACTIVITY

- 14.2.1 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.
- 14.2.2 No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 14.2.3 Operator shall not be permitted to sublease any land or improvements on the Leased Premises for any purpose.

SECTION 14.3: LEASED PREMISES

- 14.3.1 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:

- | | | | |
|----|------------------|---|-----------|
| 1) | Contiguous Land: | 0.5 Acre | 21,780 SF |
| 2) | Apron: | Minimum 25' from hangar door threshold. | |

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.

- | | | |
|----|--------------------|----------|
| 3) | Building/Facility: | 1,000 SF |
| 4) | Hangar: | 4,500 SF |
| 5) | Parking: | 2500 SF |

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

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

14.3.1.1 Hangar – a single structure of not less than 4,900 square feet, completely enclosed.

SECTION 14.4: OWNERSHIP STRUCTURE

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

14.4.2 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).

14.4.3 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.

14.4.4 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.

14.4.5 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 with paragraph 14.4.3 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.

SECTION 14.5: INSURANCE

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

Page Left Intentionally Blank

DRAFT

SECTION 15

SEVERABILITY CLAUSE

DRAFT

SECTION 15: 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.

DRAFT

Page Left Intentionally Blank

DRAFT

APPENDICES

APPENDIX 1: OPERATING PERMIT APPLICATION

APPENDIX 2: INSURANCE REQUIREMENTS

DRAFT

APPENDIX 1

OPERATING PERMIT APPLICATION

See Attached

DRAFT

APPENDIX 2

Insurance Requirements By Activity

- A. Aircraft Maintenance and Repair Operator
- B. Avionics Maintenance and Repair Operator
- C. Aircraft Rental, Flying Club, or Flight Training Operator
- D. Aircraft Charter or Aircraft Management Operator
- E. Aircraft Sales Operator
- F. Specialized Commercial Aeronautical Operator
- G. Temporary Specialized Aviation Service Operator
- H. Aircraft Storage Operator
- I. Non-Commercial Hangar Operator (Corporate Hangar)

APPENDIX 2-A

Aircraft Maintenance and Repair Operator

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.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$1,000,000 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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-B

Avionics Maintenance and Repair Operator

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.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-C

Aircraft Rental, Flying Club, or Flight Training Operator

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.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-D

Aircraft Charter or Aircraft Management Operator

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.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-E

Aircraft Sales Operator

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. *Note: Coverage must include aircraft held for sale and demonstration by the Operator but owned by others.*

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

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-F

Specialized Commercial Aeronautical Operator

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 and Completed Operations Liability (if applicable): \$1,000,000 per occurrence.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-G

Temporary Specialized Aviation Services Operator

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 and Completed Operations Liability (if applicable): \$1,000,000 per occurrence.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-H

Aircraft Storage Operator

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 and Completed Operations Liability (if applicable): \$1,000,000 per occurrence.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.

APPENDIX 2-I

Non-Commercial Hangar Operator (Corporate Hangar)

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 and Completed Operations Liability (if applicable): \$1,000,000 per occurrence.

Hangar Keeper's Liability: Value of aircraft in care, custody, or control. \$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.

Insurance must be purchased from insurers having a minimum AM Best rating of A-VII. The Operator shall furnish and keep current, Certificate of Insurances evidencing the required coverage cited herein prior to engaging in any airport operator's activities.

In addition to the types and amounts of insurance required above, each commercial airport operator shall at all times maintain such other insurance as the City's Risk Management may reasonably determine to be necessary for such Operator's activities.