



City of Amarillo  
10801 Airport Blvd.  
Amarillo, Texas 79111  
(806) 335-1671

---

# Minimum Aeronautical Standards

---

City of Amarillo

*Rick Husband Amarillo International Airport  
(AMA)*

---

December 5, 2017

<b>1. INTRODUCTION.....</b>	<b>1</b>
1.1. <i>Purpose</i> .....	1
1.2. <i>General Provisions</i> .....	1
1.3. <i>Exclusive Rights</i> .....	1
1.4. <i>Pioneering Period</i> .....	2
1.5. <i>Applicability</i> .....	2
<b>2. GENERAL REQUIREMENTS.....</b>	<b>4</b>
2.1. <i>Introduction</i> .....	4
2.2. <i>Experience/Capability</i> .....	4
2.3. <i>Agreement</i> .....	4
2.4. <i>Payment of Rents, Fees, and Charges</i> .....	4
2.5. <i>Leased Premises</i> .....	4
2.6. <i>Products, Services, and Facilities</i> .....	5
2.7. <i>Licenses, Permits, Certifications, and Ratings</i> .....	6
2.8. <i>Employees</i> .....	6
2.9. <i>Aircraft, Equipment, and Vehicles</i> .....	7
2.10. <i>Hours of Activities</i> .....	7
2.11. <i>Security</i> .....	7
2.12. <i>Insurance</i> .....	8
2.13. <i>Indemnification and Hold Harmless</i> .....	9
2.14. <i>Enforcement</i> .....	10
2.15. <i>Taxes</i> .....	10
2.16. <i>Multiple Activities</i> .....	10
<b>3. FIXED BASE OPERATOR .....</b>	<b>11</b>
3.1. <i>Introduction</i> .....	11
3.2. <i>Scope of Activities</i> .....	11
3.3. <i>Leased Premises</i> .....	13
3.4. <i>Fuel Storage Facility</i> .....	14
3.5. <i>Fueling Reports</i> .....	15
3.6. <i>Fueling Equipment</i> .....	15
3.7. <i>Equipment</i> .....	15
3.8. <i>Hours of Activities</i> .....	16
3.9. <i>Employees</i> .....	16
3.10. <i>Standard Operating Procedures</i> .....	17
3.11. <i>Aircraft Removal</i> .....	18
<b>4. AIRCRAFT MAINTENANCE OPERATOR (SASO).....</b>	<b>19</b>
4.1. <i>Introduction</i> .....	19
4.2. <i>Leased Premises</i> .....	19
4.3. <i>Licenses and Certification</i> .....	19
4.4. <i>Employees</i> .....	19
4.5. <i>Equipment</i> .....	19
4.6. <i>Defueling</i> .....	20

<b>5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)</b> .....	<b>21</b>
<b>5.1. Introduction</b> .....	<b>21</b>
<b>5.2. Leased Premises</b> .....	<b>21</b>
<b>5.3. Licenses and Certifications</b> .....	<b>22</b>
<b>5.4. Employees</b> .....	<b>22</b>
<b>5.5. Equipment</b> .....	<b>22</b>
<b>6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)</b> .....	<b>23</b>
<b>6.1. Introduction</b> .....	<b>23</b>
<b>6.2. Leased Premises</b> .....	<b>23</b>
<b>6.3. Licenses and Certifications</b> .....	<b>24</b>
<b>6.4. Employees</b> .....	<b>24</b>
<b>6.5. Equipment</b> .....	<b>24</b>
<b>6.6. Hours of Activities</b> .....	<b>25</b>
<b>6.7. Insurance Disclosure Requirement</b> .....	<b>25</b>
<b>7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)</b> .....	<b>26</b>
<b>7.1. Introduction</b> .....	<b>26</b>
<b>7.2. Leased Premises</b> .....	<b>26</b>
<b>7.3. Licenses and Certifications</b> .....	<b>27</b>
<b>7.4. Employees</b> .....	<b>27</b>
<b>7.5. Equipment</b> .....	<b>27</b>
<b>7.6. Hours of Activities</b> .....	<b>28</b>
<b>8. AIRCRAFT SALES OPERATOR (SASO)</b> .....	<b>29</b>
<b>8.1. Introduction</b> .....	<b>29</b>
<b>8.2. Leased Premises</b> .....	<b>29</b>
<b>8.3. Dealership</b> .....	<b>29</b>
<b>8.4. Licenses and Certifications</b> .....	<b>30</b>
<b>8.5. Employees</b> .....	<b>30</b>
<b>8.6. Hours of Activities</b> .....	<b>30</b>
<b>8.7. Sales Guarantee or Warranty</b> .....	<b>30</b>
<b>9. AIRCRAFT STORAGE OPERATOR (SASO)</b> .....	<b>31</b>
<b>9.1. Introduction</b> .....	<b>31</b>
<b>9.2. Leased Premises</b> .....	<b>31</b>
<b>9.3. Hours of Activity</b> .....	<b>31</b>
<b>10. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)</b> .....	<b>32</b>
<b>10.1. Introduction</b> .....	<b>32</b>
<b>10.2. Limitations</b> .....	<b>32</b>
<b>10.3. Location</b> .....	<b>32</b>
<b>10.4. Licenses and Certifications</b> .....	<b>32</b>

<b>11. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)</b> .....	<b>33</b>
<b>11.1. Introduction</b> .....	<b>33</b>
<b>11.2. Limitations</b> .....	<b>33</b>
<b>11.3. Location</b> .....	<b>33</b>
<b>11.4. Licenses and Certifications</b> .....	<b>33</b>
<b>11.5. Equipment</b> .....	<b>33</b>
<b>12. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)</b> .....	<b>34</b>
<b>12.1. Introduction</b> .....	<b>34</b>
<b>12.2. Leased Premises</b> .....	<b>34</b>
<b>12.3. Employees</b> .....	<b>34</b>
<b>12.4. Equipment</b> .....	<b>34</b>
<b>12.5. Hours of Activity</b> .....	<b>34</b>
<b>13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)</b> .....	<b>35</b>
<b>13.1. Introduction</b> .....	<b>35</b>
<b>13.2. Scope of Activity</b> .....	<b>35</b>
<b>13.3. Operator Permit</b> .....	<b>35</b>
<b>14. OPERATOR PERMIT</b> .....	<b>36</b>
<b>14.1. Application</b> .....	<b>36</b>
<b>14.2. Approved Operator Permit</b> .....	<b>36</b>
<b>14.3. Existing Operator with an Existing Agreement</b> .....	<b>36</b>
<b>15. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)</b> .....	<b>38</b>

## **1. INTRODUCTION**

### **1.1. Purpose**

The purpose of these Minimum Aeronautical Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial products, services, and facilities at the Rick Husband Amarillo International Airport (Airport), (b) the orderly development of land and high quality Improvements at the Airport, (c) safety and security at the Airport, and (d) the economic health of Operators at the Airport.

Commercial Aeronautical Activities (Activities) may be proposed that do not fall within the categories designated herein. In such a case, appropriate minimum standards shall be established by the City of Amarillo (City) on a case-by-case basis.

All qualified and experienced entities desirous of engaging in Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to complying with these Minimum Standards.

Specialized Aviation Service Operators (SASO) are encouraged to be Sublessees of a Fixed Base Operator (FBO); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may (if available): (a) Sublease Improvements from another SASO and/or (b) lease land and/or Improvements from the City.

### **1.2. General Provisions**

These Minimum Standards incorporate, by reference, the Rules and Regulations. The terms identified by use of a capital letter in these Minimum Standards are addressed in Section 1.2 of the Rules and Regulations.

### **1.3. Exclusive Rights**

In accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the City as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.

However, an airport sponsor may elect to provide certain Activities “directly” (i.e., products, services, and facilities can be provided by the sponsor’s Employees using the sponsor’s Vehicles, Equipment, and resources) in which case, the airport sponsor can exercise its proprietary Exclusive Right – as allowed in the Assurances.

The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the City not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the City should neither expect nor request that other entities who also desire to engage in the same or similar Activities be excluded.

The opportunity to engage in Activities shall be made available to those entities complying with the standards and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the City and the public, as determined by the City in its sole discretion.

If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

#### **1.4. Pioneering Period**

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the City may enter into an Agreement with an Operator under terms and conditions that may be less than those outlined in the Primary Management and Compliance Documents (PMCDs) for a limited period of time (known as the pioneering period).

#### **1.5. Applicability**

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. 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 standard or requirement, or regarding compliance with such standard or requirement, shall be made by the City.

- All entities may exceed the applicable standards or requirements.
- No entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the City.

These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the leasing and/or occupancy of land or Improvements for Activities. If an Operator desires, under the terms of an existing Agreement, to change its Activities, the Operator shall comply with these Minimum Standards, unless an exemption or variance has been granted by the City.

- These Minimum Standards shall not affect any Agreement or amendment thereto properly executed prior to the date of adoption 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.

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

Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption of these Minimum Standards to comply with these Minimum Standards.

If these Minimum Standards are amended after an Operator enters into an Agreement with the City, entity shall not be required to comply with the amended Minimum Standards, except as provided for in such agreement, until:

- such time as entity's existing Agreement is materially amended,
- the City approves an assignment to another entity, or
- entity enters into a new Agreement with the City.

## **2. GENERAL REQUIREMENTS**

### **2.1. Introduction**

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

### **2.2. Experience/Capability**

Operator shall, in the judgment of the City, demonstrate before and throughout the term of the Agreement, the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the City; developing and maintaining the required land and Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing required Employees; and engaging in the Activities.

Operator shall, in the judgment of the City, demonstrate before and throughout the term of the Agreement, the capability of consistently providing the required products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public.

### **2.3. Agreement**

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. An Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

### **2.4. Payment of Rents, Fees, and Charges**

Operator shall pay the rents, fees, or other charges on time, as specified by the City for engaging in Activities. The City may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the City by any legal means available to the City under any Agreement and as provided by Legal Requirements.

### **2.5. Leased Premises**

Operator shall lease or Sublease Land and/or lease, Sublease, or construct Improvements for the Activities as required in these Minimum Standards.

**Approval** – Construction of any Improvements must be approved in advance by the City, in accordance with the City's requirements, and any Agency having jurisdiction.

**Land** – All required Improvements including, but not limited to, Ramp, Paved Tiedowns, facilities, and Vehicle parking (but excluding Fuel Storage Facilities) shall be located on Contiguous Land unless approved by the City.

Operators/Lessees shall have adequate Leased Premises to accommodate all Activities of Operator/Lessee and all approved Sublessees, as required in these Minimum Standards.

**Ramp/Paved Tiedowns** – Ramp associated with Hangars shall be no less than 125% of the square footage of the largest Hangar of the Contiguous development and able to accommodate the movement of Aircraft into and out of the Hangar and the staging and parking of Aircraft. Ramp/Paved Tiedowns must be:

- separated by no more than a Taxilane which allows entity to taxi or tow Aircraft without traversing a Taxiway or public roadway;
- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft currently and/or anticipated to utilize the Operator’s Leased Premises;
- able to accommodate the Operator’s Aircraft fleet; and
- located so as to provide unimpeded movement of Aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.

If Operator utilizes a Hangar for storing Operator’s Aircraft fleet and Operator does not handle or store customer Aircraft, Tiedowns are not required.

**Vehicle Parking** – Paved Vehicle parking shall be sufficient to accommodate all Vehicles and Equipment currently utilizing the Operator’s Leased Premises on a daily basis.

- Paved Vehicle parking shall be located in close proximity to Operator’s primary facility and on the Leased Premises.

**Hangars** – Hangars identified throughout these Minimum Standards shall meet the following minimum door height and door width (in “feet”) requirements (for the type of Aircraft being serviced), unless otherwise stipulated in these Minimum Standards.

	Door Height	Door Width
Single-engine Piston	15	45
Multi-engine Piston	18	60
Turboprop	20	80
Turbojet	28	110

Hangar door heights and door widths may be less if the Hangars are single structures not less than 7,500 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for storage of Single-Engine Piston Aircraft.

**2.6. Products, Services, and Facilities**

To ensure compliance with the Assurances, Operator shall:

- provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and
- charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user or the volume purchased. In the event of a 14 CFR Part 13 Investigative and Enforcement Procedures or 14 CFR Part 16 Rules of Practice for Federally-Assisted Airport Enforcement Procedures, Operator shall submit a schedule of product, service, and facility pricing to the City within 14 calendar days. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports.

### **2.7. Licenses, Permits, Certifications, and Ratings**

Operator and Operator's employees shall obtain and comply with, at Operator's or Operator's employee's sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator's Activities as required by the City or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, copies of all necessary or required licenses, permits, certifications, or ratings.
- Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the City within 14 calendar days.

Operators engaged in Activities at the Airport, whether using or occupying Airport land and/or Improvements, shall adhere to the practices recommended by the FAA and shall comply with all Safety Management Systems (SMS) Legal Requirements or directives issued by the City.

### **2.8. Employees**

Operator shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities.

- The person managing Operator's Activities shall have experience managing similar Activities.

During Operator's Hours of Activities, a qualified, experienced, and professional on-site supervisor shall be Readily Available and authorized to represent and act on behalf of Operator with respect to Operator's Activities. Operator shall have in its employ, on duty, and immediately available during Hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities.

Operator shall control the conduct, demeanor, and appearance of Operator's employees. It shall be the responsibility of Operator to maintain close supervision over its employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

### **2.9. Aircraft, Equipment, and Vehicles**

Aircraft, Equipment, and Vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as:

- fully operational back-up Aircraft, Equipment, or Vehicle is available within a reasonable period of time to provide the required product or service.

### **2.10. Hours of Activities**

Operator's Hours of Activities and contact information for after-hours shall be clearly posted in public view using appropriate and professional signage in accordance with City Code Title IV – Building Codes, Development and Zoning Chapter 4-2 – Signs. Unless otherwise stated in these Minimum Standards, Operator's Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight hours per day Monday through Friday excluding holidays. Unless otherwise stated in these Minimum Standards, Operator's Activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

### **2.11. Security**

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the City including the name of the primary and secondary contacts. One of the contacts shall be available (by telephone) on a 24-hour basis.

- Upon request, Operators must demonstrate written compliance with all relevant and applicable TSA and/or Airport security plan requirements to the City within 14 calendar days.

Operator must comply with applicable reporting requirements as established by the City, federal, state and local agencies.

**2.12. Insurance**

Operator shall procure, maintain, and pay all premiums throughout the term of Agreement for the applicable insurance coverages and amounts required by Legal Requirements and set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for Operator's Activities. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Texas (with a Best rating of A or above) or be approved in writing by the City.

- When coverages or amounts set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, appropriate replacement coverages or amounts must be approved in writing at least 60 calendar days in advance by the City.
- The City reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

When Operator engages in more than one Activity, the minimum coverages and amounts shall be established by the City and may vary depending on the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

- While it may not be necessary for Operator to procure and maintain insurance for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the City.

All insurance, which Operator is required to carry and keep in full force and effect, shall name the City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

Liability policies shall contain, or be endorsed to contain, the following provisions.

- "City of Amarillo, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the City of Amarillo."
- "Such insurance, as to the interest of the City of Amarillo only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

- “Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the City of Amarillo.”

Companies issuing required insurance policies shall have no recourse against the City for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of Insurance for the insurance coverages required by Legal Requirements and set forth in these Minimum Standards shall be delivered to the City upon execution of any Agreement, or when approval is given by the City to conduct Activities. Thereafter, Operator shall provide Certificates of Insurance to the City every 12 months. In addition, Operator shall furnish a Certificate of Insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

- The coverages and amounts stipulated herein represent the minimum coverages and amounts that shall be maintained by Operator, at all times, to engage in Activities at the Airport.

Any self-insured Operator shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the City in the event of any claims or litigation arising out of the Operator’s Activities. Such evidence shall be reviewed and approved in writing by the City.

Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the City.

### **2.13. Indemnification and Hold Harmless**

Operator shall defend, indemnify, save, protect, and hold harmless the City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the City for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the City and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the City’s negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator’s partners, officers, directors, agents, employees, invitees, or contractors, (b) any use or occupation, management or control of the Operator’s Leased Premises, whether or not due to Operator or Operator’s own act or omission, (c) any condition created in or about the Operator’s Leased Premises after the effective date, and (d) any breach, violation, or nonperformance of the Operator or the Operator’s obligations under any Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of Texas' principles of proportionate responsibility.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the City, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers.

Nothing herein shall constitute a waiver of any protection available to the City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Texas' governmental immunity act or similar statutory provision.

### **2.14. Enforcement**

In the event an entity fails to comply with these Minimum Standards, the City shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the City explaining why the violation occurred and to advise the City that the violation has been corrected or (b) when and how the violation will be corrected. The City, in its sole discretion, has the right to suspend the entity's Activities and/or revoke the entity's privileges at the Airport, as the City deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the City. The entity shall pay for any costs incurred by the City, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

### **2.15. 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 Agency, relating to the Operator's Activities conducted at the Airport.

### **2.16. Multiple Activities**

When more than one Activity is conducted by an Operator at the Airport, the minimum standards or requirements for the combined Activities shall be established by the City.

The minimum standards or requirements for combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.

### 3. FIXED BASE OPERATOR

#### 3.1. Introduction

**Fixed Base Operator (FBO)** – Operator engaged in the sale and delivery of products and services and the Subleasing of facilities including, at a minimum, the following Activities:

Activities	Standard	Notes
Aviation Fuels and lubricants	Yes	May only be provided by an authorized FBO
Aircraft ground handling services	Yes	May only be provided by an authorized FBO
Passenger and crew services	Yes	May only be provided by an authorized FBO
Aircraft storage	Yes	May only be provided by an authorized FBO
Aircraft maintenance	Yes	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Other products, services, or facilities	Yes	May only be provided by an authorized FBO

In addition to the General Requirements set forth in Section 2, FBO shall comply with the following minimum standards set forth in this Section.

#### 3.2. Scope of Activities

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

**Aviation Fuels and Lubricants** – FBO shall sell, deliver, and/or dispense, upon request, the following Aviation Fuels and lubricants utilizing the Fueling Equipment outlined in Section 3.6 into all General Aviation Aircraft and shall be able to deliver and dispense, upon request, into all Air Carrier, government, and military Aircraft using the Airport.

Aviation Fuels and Lubricants	Standard	Notes
Jet Fuel	Yes	
Avgas	Yes	
Lubricants	Yes	
Response time (minutes)	15	From time of customers' request during required Hours of Activities, except in circumstances or situations beyond the control of the FBO

**Aircraft Ground Handling Services** – FBO shall provide, upon request, the following Aircraft ground handling services for General Aviation Aircraft using the Airport:

Aircraft Ground Handling Services	Standard	Notes
Marshalling arriving and departing Aircraft	Yes	
Parking and tiedown	Yes	
Towing	Yes	
Oxygen	Yes	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Nitrogen	Yes	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Deicing	Yes	
Compressed air	Yes	
Lavatory service	Yes	
Assistance to Disabled Aircraft	Yes	To be provided in compliance with Section 3.12

**Passenger and Crew Services** – FBO shall provide, upon request, the following passenger and crew services for General Aviation Aircraft using the Airport:

Passenger and Crew Services	Standard	Notes
Concierge services	Yes	
Cabin services	Yes	Includes ice, coffee, newspapers, and other cabin supplies
Baggage handling	Yes	
Courtesy transportation	Yes	Utilizing FBO's Vehicles for passenger, crew, and baggage, as necessary and/or appropriate
Ground transportation arrangements	Yes	Includes limousine, shuttle, rental car, and/or taxi
Accommodation arrangements	Yes	
Catering arrangements	Yes	

**Aircraft Storage** – FBO shall develop, own, and/or lease facilities for the purpose of Subleasing Aircraft storage facilities. Aircraft storage facility requirements are stipulated in Section 3.3. Leased Premises.

**Aircraft Maintenance** – FBO shall provide Aircraft Maintenance in accordance with Section 4 of these Minimum Standards for the following General Aviation Aircraft:

General Aviation Aircraft	Standard	Notes
Fixed wing: Piston	Yes	
Fixed wing: Turboprop	Yes	
Fixed wing: Turbojet	Line Only	General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight, see definition of Aircraft Line Maintenance
Part 145 Repair Station	Yes	

- FBO shall be able to provide Aircraft Line Maintenance for all Air Carrier Aircraft utilizing the Airport.
- FBO shall be able to provide wheel, brake, and battery service.
- FBO can meet these requirements by arrangement (and through agreement - a copy of which must be provided to the City) with an authorized Operator who meets the minimum standards for Aircraft Maintenance Operator and operates at the Airport.
- In the absence of an authorized Aircraft Maintenance Operator operating at the Airport, FBO can meet these requirements (by arrangement and through agreement – a copy of which must be provided to the City) with an Independent Aircraft Maintenance Operator (in compliance with Section 11).

**3.3. Leased Premises**

FBO shall have adequate land and Improvements to accommodate all Activities of the FBO and all approved Sublessees, but not less than the following:

Land and Ramp (square feet)	Standard	Notes
Land	174,240	
Improvements (square feet)	Standard	Notes
Terminal Building (total)	4,000	
<i>Customer area</i>	<i>2,000</i>	Shall include passenger lounge, conference room, crew lounge, flight planning room, vending, and restrooms.
<i>Line/customer service area</i>	<i>400</i>	Shall include adequate space for line/customer service work areas and storage.
<i>Sublease office area</i>	<i>400</i>	Shall be available to accommodate offices, work areas, and storage for Sublessees.
Aircraft Maintenance (total)	8,500	
<i>Customer area</i>	<i>250</i>	Customers shall have immediate access to FBO's customer lounge and restrooms. If immediate access is not available, customer area shall be at least the stipulated square feet, to include adequate space for customer lounge and restrooms.

Land and Ramp (square feet)	Standard	Notes
<i>Maintenance area</i>	750	Shall include adequate space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
<i>Maintenance Hangar</i>	7,500	Clear span (on a standalone basis or within another structure) and completely enclosed
<i>Maintenance Hangar door height/width</i>	20'/100'	
Community Hangar (total)	20,000	Clear span (on a standalone basis or within another structure) and completely enclosed
<i>Door height/width</i>	20'/100'	
Ramp	87,120	Ramp, which can be owned, leased, or managed by the FBO, shall be associated with and located immediately adjacent to the FBO Terminal Building.
<i>Paved Tiedowns</i>	15	Adequate to accommodate the number, type, and size of General Aviation Aircraft (Based Aircraft and Transient Aircraft) requiring Tiedown space on the Leased Premises.

**3.4. Fuel Storage Facility**

FBO shall own or lease a fixed (i.e., not temporary or mobile) above ground Fuel storage facility at the Airport in a location approved by the City. Fuel storage facility shall have total capacity for three days peak supply (excluding special events) of Fuels for Aircraft being serviced by FBO. However, in no event shall the total storage capacity be less than:

Fuel Storage Facility Capacity (gallons)	Standard	Notes
Jet Fuel (minimum total storage capacity)	24,000	
Avgas (minimum total storage capacity)	12,000	

If FBO utilizes a single tank for either type of Fuel, a backup Fuel storage tank must be available within three days of inoperability.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable Fuel supplier for the delivery of Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable peak demands of customers. FBO shall provide the City with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan and Stormwater Pollution Prevention Plan (SWPPP) that meets Legal Requirements for FBO’s Fuel storage facilities and Activities. An updated copy of the SPCC Plan and SWPPP shall be filed with the City at least 30 calendar days prior to any scheduled changes in operations. Fuel delivered, stored, or dispensed by FBO shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet Fuel) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.

**3.5. Fueling Reports**

On or before the 10th calendar day of the subsequent month, FBO shall: (a) provide a summary report to the City identifying the number of gallons of aviation Fuel by Fuel type: (i) purchased by FBO, (ii) delivered to FBO’s Fuel storage facility, and (iii) dispensed by FBO at the Airport to FBO and customer aircraft and (b) pay the appropriate fees due to the City.

Upon request, records shall be made available for review by the City or its designated representative to verify the correct fees have been paid to the City.

**3.6. Fueling Equipment**

FBO shall have the following Fueling Equipment and associated capacities:

<b>Fueling Equipment</b>	<b>Standard</b>	<b>Notes</b>
Jet Fuel		
<i>Refueling Vehicle(s)</i>	2	
<i>Capacity of 1<sup>st</sup> Refueling Vehicle (gallons)</i>	5,000	
<i>Capacity of other Refueling Vehicles (gallons)</i>	3,000	
Avgas		
<i>Refueling Vehicle(s)</i>	1	A backup Refueling Vehicle must be Readily Available.
<i>Capacity of Refueling Vehicle (gallons)</i>	750	

Refueling Vehicles shall be equipped with metering devices that meet applicable Legal Requirements. FBO must have the capability to dispense Jet Fuel both over-the-wing and via single point. All Refueling Vehicles shall be bottom loaded. Utilization of mobile (towed) fuel carts is prohibited unless the mobile (towed) fuel cart is being utilized for defueling purposes and consistent with Section 4.6.

**3.7. Equipment**

FBO shall have the following Aircraft ground handling services Equipment:

<b>Ground Handling Services Equipment</b>	<b>Standard</b>	<b>Notes</b>
Equipment for securing Aircraft on the Ramp	Yes	Including wheel chocks
Towing Vehicle(s)	2	At least one having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest General Aviation Aircraft normally frequenting the Airport
Tow bars/heads	As required	
Oxygen cart(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Nitrogen cart(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Compressed air unit(s)	1	To be provided in compliance with Section 3.2 (Aircraft Maintenance)
Lavatory service cart(s)	1	

Ground Handling Services Equipment	Standard	Notes
Aircraft ground power (Direct Current or DC)	2	
Aircraft wash rack	No	
Spill kits	2	Includes necessary Equipment and materials to contain and restrict a Fuel spill and restrict Fuel or other Hazardous Materials from flowing into drains and other areas, in compliance with the FBO's SPCC Plan and SWPPP.
Dry chemical fire extinguisher units	As required	Approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all Hangars, on all Ramp areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles and equipment.

FBO shall have the following passenger and crew services Equipment:

Passenger and Crew Services Equipment	Standard	Notes
Ramp transportation Vehicle(s)	1	To be utilized by FBO for transportation of passengers, crew, and baggage to and from destinations on the Ramp to the FBO Terminal Building and/or Vehicle parking area(s).
Courtesy Vehicle(s)	1	Must be able to transport 5 passengers
Crew car(s)	1	To be utilized by crew members for transportation of passengers, crew, and baggage to and from destinations on the Airport to local area resorts, hotels, and restaurants.

**3.8. Hours of Activities**

FBO Activities (except for Aircraft Maintenance) shall be continuously offered and available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours	0400 – 0000	
Days per week	7	
Holidays	Yes	
After-hours on-call response time	1 hour	

FBO's Aircraft Maintenance shall be open and services shall be continuously offered and available to meet reasonable demands of the public for this Activity as outlined in Section 2.10.

**3.9. Employees**

Employees, while on duty, shall be clean, neat in appearance, and at all times, properly uniformed. Uniforms shall identify the name of the FBO. Management and administrative employees shall not be required to be uniformed.

FBO shall have properly trained and qualified Employees to provide the services required herein. Training shall consist of an industry recognized training program.

FBO Employees	Standard	Notes
Line service technician(s)		FBO shall have at least one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).
<i>1<sup>st</sup> Shift</i>	3	
<i>2<sup>nd</sup> Shift</i>	2	
<i>3<sup>rd</sup> Shift</i>	<i>On-call</i>	Initial response within 1 hour
Customer Service Representative(s)		A line service technician may fulfill the responsibilities of the customer service representative during the 3 <sup>rd</sup> shift unless the line service technician is performing duties off-Airport.
<i>During Hours of Activities</i>	1	

FBO (or authorized Aircraft Maintenance Operator) shall comply with the Aircraft Maintenance Employee requirements identified in Section 4.

**3.10. Standard Operating Procedures**

FBO shall develop and maintain Standard Operating Procedures (SOP). FBO's SOP shall include, at a minimum, a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires, and Aircraft ground handling procedures.

FBO's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, Fueling Equipment, and Fuel storage facilities.

City may request a copy of or to review FBO's SOP at any time.

Fuel storage facilities and Fueling Equipment shall be equipped and maintained to FBO's SOP and shall comply with applicable Legal Requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing", AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports".

**3.11. Aircraft Removal**

Recognizing that Aircraft removal is the responsibility of the Aircraft Owner or Aircraft Operator, FBO shall be prepared to lend assistance within 30 minutes from the time a request is made by the City or the Aircraft Owner or Aircraft Operator in order to maintain the operational readiness of the Airport. FBO shall prepare an Aircraft removal plan to assist in removing up to and including the following Aircraft:

Aircraft Removal	Standard	Notes
Aircraft Design Group	Group II Turbojet	

**4. AIRCRAFT MAINTENANCE OPERATOR (SASO)**

**4.1. Introduction**

**Aircraft Maintenance Operator** – Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

**4.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following based on the type of Aircraft, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	28,000	
Customer, Administrative, and Maintenance area	1,200	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include adequate space for customer lounge and restrooms.
<i>Lessee</i>	250	
<i>Sublessee</i>	Immediate Access	
Hangar	10,000	Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

**4.3. Licenses and Certification**

Operator shall be properly certificated by the FAA as a Repair Station (as defined by 14 CFR Part 145).

**4.4. Employees**

Operator shall employ the number of Employees as required by 14 CFR Part 145.

**4.5. Equipment**

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer’s specifications and applicable FAA regulations.

### **4.6. Defueling**

Operator may only defuel Aircraft if necessary for Aircraft Maintenance. Additionally, Operator may refuel the defueled Aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be construed to permit Operator to engage in the sale of Fuels as this Activity is specifically reserved for an FBO (see Section 3).

Operator conducting defueling and refueling of Aircraft shall have adequate and proper Fuel storage, provide the City with a SPCC Plan and SWPPP for defueling, refueling, and fuel storage, and conform with Section 3.4., Section 3.5., and Section 3.10.

**5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)**

**5.1. Introduction**

**Avionics or Instrument Maintenance Operator** – Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

**5.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees.

For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum Leased Premises requirements, which are not cumulative, are as follows.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	10,000	
Customer, Administrative, and Maintenance Area	1,200	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area
<i>Lessee</i>	<i>250</i>	Shall include adequate space for customer lounge and restrooms
<i>Sublessee</i>	<i>Immediate access</i>	Shall include customer lounge and restrooms

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	28,000	
Customer, Administrative, and Maintenance area	1,200	Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include adequate space for customer lounge and restrooms.
<i>Lessee</i>	<i>250</i>	

Leased Premises (square feet)	Standard	Notes
<i>Sublessee</i>	Immediate Access	
Hangar	10,000	Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

**5.3. Licenses and Certifications**

Operator shall be properly certificated by the FAA as a Repair Station, as defined by 14 CFR Part 145. Employees shall be property certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

**5.4. Employees**

Operator shall employ the number of Employees as required by 14 CFR Part 145.

**5.5. Equipment**

Operator shall provide Equipment, supplies, and parts as defined by 14 CFR Part 145.

## 6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

### 6.1. Introduction

**Aircraft Rental Operator** – Operator engaged in the rental of Aircraft to the public.

**Flight Training Operator** – Operator engaged in providing flight instruction to the public. A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner’s Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

### 6.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)		
<i>Without hangar</i>	10,000	
<i>With hangar</i>	28,000	
Customer area		
<i>Lessee</i>	500	Shall include adequate space for customer lounge, class/training rooms, and restrooms.
<i>Sublessee</i>	<i>Immediate access</i>	Shall include adequate space for class/training rooms and immediate access to customer lounge and restrooms.
Administrative area	250	Shall include adequate and dedicated space for administrative work areas and storage.
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).
<i>Maintenance area</i>	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
<i>Hangar</i>	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft in Operator’s fleet at the Airport maintained by the Operator, whichever is greater.

**6.3. Licenses and Certifications**

Employees performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or Flight Training being provided.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

**6.4. Employees**

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Aircraft Rental Operator		
<i>Employee(s)</i>	1	
<i>Customer Service Representative(s)</i>	1	An employee may fulfill the responsibilities of the customer service representative unless the employee is performing duties off-Airport.
Flight Training Operator		
<i>Flight Instructor(s)</i>	1	
<i>Certificated ground school instructor(s)</i>	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.
<i>Customer Service Representative(s)</i>	1	A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-Airport.

**6.5. Equipment**

Operator shall have the following number Aircraft available for rental or Flight Training, as applicable. All Aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

Equipment	Standard	Notes
Aircraft Rental Operator Aircraft		
<i>Fixed wing: single-engine</i>	2	One Aircraft must be IFR capable and four place.
Flight Training Operator Aircraft		
<i>Fixed wing: single-engine</i>	2	One Aircraft must be IFR capable.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.

**6.6. Hours of Activities**

Operator shall be open and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours	8	Per day
Days	6	Per week
Holidays	No	
After-hours	Yes	Prior arrangement

**6.7. Insurance Disclosure Requirement**

Any Operator conducting Aircraft rental or Flight Training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the City.

**7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)**

**7.1. Introduction**

**Aircraft Charter Operator** – Operator engaged in on-demand common carriage for persons or Property including Air Ambulance services (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

**Aircraft Management Operator** – Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

**7.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)		
<i>Without hangar</i>	10,000	
<i>With hangar</i>	28,000	
Customer area		
<i>Lessee</i>	500	Shall include adequate space for customer lounge and restrooms
<i>Sublessee</i>	Immediate access	Shall include customer lounge and restrooms
Administrative area	250	Shall include adequate and dedicated space for administrative work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).
<i>Maintenance area</i>	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
<i>Hangar</i>	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.

**7.3. Licenses and Certifications**

Aircraft Charter Operators shall have and provide copies to the City 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/or FAA issued operating certificate(s). Anytime certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the City within three calendar days.

**7.4. Employees**

If certificated to engage in on-demand common carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135. If certificated to engage in private carriage, Aircraft Charter Operator shall employ the number of Employees as defined in 14 CFR Part 125.

Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Commercial Pilot(s)	1	If providing pilot services
Customer Service Representative(s)	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off-Airport.

**7.5. Equipment**

Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one airworthy Aircraft for the type of Aircraft charter service being provided which shall be equipped for and fully capable of flight under instrument conditions.

**7.6. Hours of Activities**

Operator shall be open and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activities	Standard	Notes
Hours	8	Per day
Days	5	Per week
Holidays	No	
After-hours	Yes	Initial response within 1 hour

For Aircraft Charter Operator, after-hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

After-hours, On-Call Response Time	Standard	Notes
Response to customer inquiries	1 hour	
Provision of trip quote	1 hour	
Flight initiation	2 hours	Notwithstanding circumstances beyond Operator's control (e.g., aircraft availability, weather, etc.), Operator shall be able to initiate the flight within the time period identified.

## **8. AIRCRAFT SALES OPERATOR (SASO)**

### **8.1. Introduction**

**Aircraft Sales Operator** – Operator engaged in the sale of new and/or used Aircraft. This excludes individuals selling personally owned Aircraft, unless the individual purchases Aircraft for the primary purpose of resale.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

### **8.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

<b>Leased Premises (square feet)</b>	<b>Standard</b>	<b>Notes</b>
Land (Lessee only)		
<i>Without hangar</i>	10,000	
<i>With hangar</i>	28,000	
Customer area		
<i>Lessee</i>	500	Shall include adequate space for customer lounge and restrooms
<i>Sublessee</i>	Immediate access	Shall include customer lounge and restrooms
Administrative area	250	Shall include adequate and dedicated space for administrative work areas and storage
Self-maintenance		Only for Operators engaged in self-maintenance. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall comply with the minimum standards for an Aircraft Maintenance Operator (Section 4).
<i>Maintenance area</i>	360	Shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and Equipment.
<i>Hangar</i>	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by the Operator, whichever is greater.

### **8.3. Dealership**

Operator, who is an authorized factory sales franchise, dealer, or distributor either on a retail or wholesale basis, shall have available or shall make available with reasonable advance notice at least one current model demonstrator of Aircraft in each of its currently authorized product lines.

**8.4. Licenses and Certifications**

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

**8.5. Employees**

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Commercial Pilot(s)	1	
Customer Service Representatives	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off-Airport.

**8.6. Hours of Activities**

Operator shall be open and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours of Activity	Standard	Notes
Hours	8	Per day
Days per week	5	Per week
Holidays	No	
After-hours	Yes	Prior arrangement

**8.7. Sales Guarantee or Warranty**

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

**9. AIRCRAFT STORAGE OPERATOR (SASO)**

**9.1. Introduction**

**Aircraft Storage Operator** – Operator that owns (or leases) an Aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

**9.2. Leased Premises**

Operator shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

Leased Premises (square feet)	Standard	Notes
Land (Lessee only)	28,000	
Hangar	10,000	Shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest General Aviation Aircraft being serviced, whichever is greater.

**9.3. Hours of Activity**

Operator shall ensure the facilities are available for use (and readily accessible) 24 hours a day, 7 days a week including holidays.

### 10. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

#### 10.1. *Introduction*

**Independent Aircraft Maintenance Operator** – Operator engaged in providing limited Aircraft Maintenance for airframe and powerplant on the Airport for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator, but does not lease or sublease land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 (excluding Section 2.5 and Section 2.10), each Independent Aircraft Maintenance Operator shall comply with the following minimum standards set forth in this section.

#### 10.2. *Limitations*

As determined by the City in its sole discretion, if an Aircraft Maintenance Operator is fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.

An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft and shall not solicit Transient Aircraft for any reason. However, at the request of an FBO or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft.

#### 10.3. *Location*

Independent Maintenance Operator shall only provide maintenance from an Aircraft Maintenance Operator facility or in locations designated and approved in writing by the City. These locations (including any Improvements) must meet applicable Regulatory Measures for the type of Aircraft Maintenance being provided.

#### 10.4. *Licenses and Certifications*

Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed. Independent Maintenance Operator shall have an Operator Permit, as required in Section 13.

**11. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)****11.1. Introduction**

**Independent Flight Training Operator** – Operator, as an individual, providing Flight Training to the general public at (originating from) the Airport, but does not lease or Sublease land or Improvements at the Airport.

A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.

**11.2. Limitations**

As determined by the City in its sole discretion, if a Flight Training Facility Operator is fully meeting the demand for Flight Training, Independent Flight Training Operators may be prohibited at the Airport.

**11.3. Location**

Independent Flight Training Operator shall only provide ground school instruction or in locations designated and approved in writing by the Airport Manager.

**11.4. Licenses and Certifications**

Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the Aircraft being utilized and/or Flight Training being provided and provide proof of such certification upon demand of the Airport Manager.

Independent Flight Training Operator shall be properly certificated as ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

**11.5. Equipment**

Independent Flight Training Operator shall have access to one properly certified and airworthy Aircraft, which must be IFR capable (unless Independent Flight Training Operator is only providing sport pilot training).

## **12. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)**

### **12.1. Introduction**

This Section pertains to SASOs engaging in the following Activities.

**Limited Aircraft Services and Support** – are defined as limited Aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.).

**Experimental Aircraft Services and Support** – are defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).

**Miscellaneous Commercial Services and Support** – are defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

**Other Air Transportation Services for Hire** – are defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in Section 2, Operator shall comply with the following minimum standards set forth in this Section.

### **12.2. Leased Premises**

Operator shall have adequate land and Improvements, as appropriate and as agreed to by the City, to accommodate all Activities of Operator and all approved Sublessee(s).

### **12.3. Employees**

Operator shall provide a sufficient number of employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities.

### **12.4. Equipment**

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

Operator shall have sufficient materials and/or supplies available to support the Activities.

### **12.5. Hours of Activity**

Operator shall be open and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports.

Operator shall be available to meet the reasonable demands of customers for the Activities.

### **13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)**

#### **13.1. Introduction**

The City recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements (i.e., Aircraft Maintenance, Flight Training, etc.). When specialized aviation service is required, but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the City may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the City about the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

In addition to the applicable General Requirements set forth in Section 2 (which exclude Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

#### **13.2. Scope of Activity**

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the City in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

#### **13.3. Operator Permit**

Prior to engaging in Activities at the Airport, Operator must obtain a Operator Permit from the Director of Aviation for a specific period of time (typically no more than 30 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved Operator Permit.

Operator shall comply with all requirements for the permitted Activities and limit the service provided to the entity, area, and time period identified in the approved Operator Permit.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the City prior to Operator engaging in Activities on the Airport.

## **14. OPERATOR PERMIT**

### **14.1. Application**

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Operator and Lessee Application (Application) and submit the Application to the Director of Aviation and obtain a Operator Permit (Permit) from the City prior to engaging in the desired Activities.

Applicant shall submit all of the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the Director of Aviation in order to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the City with the information, data, and/or documentation necessary to enable the City to make a meaningful assessment of Applicant's desired Activities and determine whether or not the Applicant's desired Activities will comply with all applicable Legal Requirements and be compatible with the Airport Layout Plan.

Following review and approval by the City and subject to the Applicant complying with all requirements, a Permit will be issued by the City.

### **14.2. Approved Operator Permit**

The Permit will be valid for the time period indicated in the Permit as long as Operator meets the following requirements.

- The information submitted by Operator is and remains current. Operator shall notify the City in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

For Lessees, the Permit shall be incorporated by reference into the Lessees' Agreement. The breach of any portion of the Permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the City the option to terminate the Permit and/or the Agreement.

### **14.3. Existing Operator with an Existing Agreement**

**No Change in Scope of Activities** – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

**Change in Scope of Activities** – Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the City prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.

**15. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)**

<b>Rick Husband Amarillo International Airport</b>	<b>Fixed Base Operator</b>	<b>Aircraft Maintenance Operator</b>	<b>Independent Aircraft Maintenance Operator</b>	<b>Avionics or Instrument Maintenance Operator</b>	<b>Aircraft Rental or Flight Training Operator</b>	<b>Independent Flight Training Operator</b>	<b>Aircraft Charter or Aircraft Management Operator</b>	<b>Aircraft Sales Operator</b>	<b>Aircraft Storage Operator</b>	<b>Other Commercial Aeronautical Activities</b>	<b>Temporary Specialized Aviation Service Operator</b>
<b>COMMERCIAL GENERAL LIABILITY (Combined Single Limit)</b>											
Each Occurrence	\$15,000,000	\$5,000,000 Piston/ Turboprop	\$5,000,000 Piston/ Turboprop	\$5,000,000 Piston/ Turboprop	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
		\$10,000,000 Turbine	\$10,000,000 Turbine	\$10,000,000 Turbine							
Unlicensed Vehicles	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence) *</b>											
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Movement Area	\$2,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated) **</b>											
SE and ME Piston	Each Aircraft	\$10,000,000 Each Aircraft \$15,000,000 Each Occurrence	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Turboprop Group II	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Turbojet Group I	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Turbojet Group II	Each Aircraft		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
	Each Occurrence		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000
Turbojet Group III ***	Each Aircraft		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000
	Each Occurrence		\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000
<b>AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)</b>											
SE Piston					\$1,000,000/\$100,000 sub limit per person					As required	As required
ME Piston					\$1,000,000/\$100,000 sub limit per person					As required	As required
Turboprop					\$5,000,000/\$250,000 sub limit per person					As required	As required
Turbojet/Group I					\$5,000,000/\$250,000 sub limit per person					As required	As required
Turbojet/Group II					\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		As required	As required
Turbojet/Group III ***					\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		As required	As required
Student and Renters					\$250,000	\$250,000					
<b>ENVIRONMENTAL LIABILITY (Combined Single Limit)</b>											
	\$2,000,000	\$1,000,000	\$1,000,000								
<b>WORKER'S COMPENSATION</b>											
Limits Based Upon Statutory Requirements											

\* If entity operates any vehicle(s)

\*\* Required for Operators possessing the care, custody, and control of non-owned Aircraft

\*\*\* Includes Aircraft Design Group IV, Group V, and Group VI