

D R A F T – January 17, 2008

City of Wichita Falls, Texas
Minimum Standards and Requirements
For Airport Operations on
Airports of the City of Wichita Falls

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1.0 GENERAL

1.1 INTRODUCTION

Because it is the intent of the City of Wichita Falls, Texas (the airport owner) to operate, develop, and maintain first-class airports, the *Minimum Standards and Requirements for Airport Operations (MSRAO)* was developed. The intent of this draft is to suggest specific guidelines and elements of minimum standards that could be established to adequately address future airport facility development as identified within the City's Airport Master Plans.

Suggested content, verbiage, or technical notation are presented for planning and guidance purposes only. Formal finalization, acceptance, and incorporation of these draft minimum standards should take place only after the City's legal representatives have conducted a detailed review and analysis of the inherent legal implications and liabilities.

1.2 OVERVIEW OF MINIMUM STANDARDS

To develop a comprehensive set of minimum standards for the airport, an inspection and review of published minimum standards and operating rules developed by other public airports of similar size and aeronautical role within the region and in other areas of the county was conducted.

Based on the review of minimum standards of other public airports, it is clear that most owners of public airports have successfully developed and implemented various forms of "minimum standards." However, although many of the minimum standards reviewed were similar in basic approach and development philosophy, each airport owner developed minimum standards on an airport-specific basis that best suited the needs of that airport. Some minimum standards were found to closely follow the FAA's suggested outline and content, while others were developed in far greater detail even to the point of including recommended layout and design of certain facilities.

Generally, it can be concluded that there is no single FAA guidance publication or working model of minimum standards for airport operations that adequately addresses the individual needs of all airports. These standards will be adopted by the City of Wichita Falls and may be modified or amended from time to time.

1.3 OUTLINE OF DRAFT MINIMUM STANDARDS

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The draft outline of Minimum Standards for Airport Operations is divided into various sections with reference to attachments containing excerpts of FAA Advisory Circulars and other relevant data and information as follows:

- 1.0 General
- 2.0 Definitions
- 3.0 General Provisions
- 4.0 General Policies
- 5.0 Conditions and Requirements for Leases
- 6.0 Fixed-Base Operators (FBO)
- 7.0 FBO Fueling Operating Requirements
- 8.0 Commercial Operators
- 9.0 Non-Commercial Operators (Corporate/Private Hangars)

- Attachment I *Depiction of Aircraft Movement Areas*
- Attachment II *FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing On Airports*
- Attachment III *NFPA 30 - Flammable and Combustible Liquids Code (latest edition)*
- Attachment IV *Air Transport Association Specification No. 103 - Standards for Jet Fuel Quality at Airports (latest edition)*
- Attachment V *NFPA 407 - Standard for Aircraft Fuel Servicing (latest edition)*
- Attachment VI *NFPA 415 - Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (latest edition)*
- Attachment VII *American Petroleum Institute Bulletin 1542 - Airport Equipment Marking for Fuel Identification (latest edition)*

2.0 DEFINITIONS

As used in these Minimum Standards, the following terms shall have the following meanings:

Aircraft means aeronautical devices, including, but not limited to, powered fixed-wing airplanes, gliders, balloons, ultralights, helicopters, and gyrocopters.

Aircraft Maintenance means any repair, adjustment, or inspection of aircraft performed by a pilot, owner, or mechanic other than the routine cleaning, upkeep and servicing of an aircraft in preparation for flight.

- (1) **Major:** Alterations to the airframe, power plant, propeller, and accessories as defined in FAR Part 43.
- (2) **Minor:** Normal routine and annual inspection with attendant maintenance, repair, calibration, adjustment, or repair of aircraft and their accessories.

Aircraft Movement Area means all paved airfield surfaces (except for the designated general aviation, Terminal, and Cargo aprons) which includes all runways, taxiways, and non-marked aircraft maneuvering areas of the airport. The Aircraft Movement Area is usually defined under formal agreement with the FAA airport traffic control tower chief, airport owner, airlines, and other major aviation users of the airport. When in operation, the FAA Airport Traffic Control Tower has direct and positive control of activities within the Aircraft Movement Area. The Aircraft Movement Area is considered a "restricted area" requiring access authorization by the Director of Aviation (see Attachment I depicting labeled *Aircraft Movement Area*).

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Aircraft Non-Movement Area means all paved airfield pavements other than those areas designated as the Aircraft Movement Area and includes aprons designated as General Aviation Apron, Terminal Apron, and Cargo Apron.

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Aircraft Operation means the taxi, takeoff, or landing of an aircraft within the designated Aircraft Movement Areas or Aircraft Non-Movement Areas.

Aircraft Operator means any entity which pilots, controls, owns, manages, exclusively leases or maintains an aircraft.

Aircraft Parking and Storage Areas means those hangar and apron locations of the airport designated by the City for the parking and storage of aircraft. These areas include "tie-down" aprons equipped with three-point rope or chain devices that are used to secure aircraft.

Airfield: See **Aircraft Movement Area**

Airport means the entirety of the Airports owned and/or operated by the City of Wichita Falls.

Deleted: Kickapoo Downtown Airpark.

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Airport Industrial Park means a specific portion of on-airport land use set aside for the development of airport-compatible industrial facilities. The industrial park may, or may not be associated with aeronautical activity at the airport. All industrial development activity, and/or commerce shall not interfere with the continued operation and safety of the airport.

Airport Layout Plan, also **ALP** means a graphic presentation to scale of existing and proposed airport facilities, their location on the airport and the pertinent clearance and dimensional information required to show conformance with applicable FAA airport planning and design standards. A current FAA-approved ALP is a prerequisite to issuance and receipt of federal funding in support of any airport capital improvement project.

Airport Master Plan means the FAA-approved concept of the ultimate development of the airport. It presents the research and logic from which the plan evolved and displays the plan in written and graphic forms. It typically presents schedules of proposed airport development in three planning horizons: 0 to 5, 6 to 10, and 11 to 20 years.

Airport Minimum Standards means a document adopted and formally approved by the City of Wichita Falls, Texas within which are detailed provisions outlining the minimum standards acceptable by the City of Wichita Falls, Texas for entities aspiring to conduct commercial or non-commercial operations or activities on the airport.

Airport Owner also *City or Owner*, means the City of Wichita Falls, Texas. Where approval, enforcement or other act on the part of the City is referred to herein, the City shall act by and through its City ordinances unless otherwise specifically indicated.

Airport Property means all on-airport real estate and other on-airport material assets owned, leased or controlled by legal agreement, by the City of Wichita Falls, Texas.

Airport Traffic Control Tower means airport traffic control tower, personnel, equipment, facilities, and services as sanctioned and certified by the FAA for the control, separation, and movement of aircraft in the air or on the ground.

Approval means the written approval of the City as may be required herein.

Apron, also **Ramp** means those areas of the Airport, both public and private/leased, designated by the City for the parking or storage of aircraft. As a rule, these areas are usually restricted to access and involve aeronautical activities such as enplaning and deplaning passengers, aircraft servicing, aircraft parking and tie-down, and the handling of air cargo transfer.

Based Aircraft means any aircraft whose "home base" or "permanent residency" is on [an airport owned and/or operated by the City of Wichita Falls.](#)

Building means the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto and shall include garages, outside platforms, docks, carports, canopies, eaves, and porches.

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City, also **Airport Owner**, or **Owner** means the City of Wichita Falls, Texas. Where approval, enforcement or other act on the part of the City is referred to herein, the City shall act by and through its City ordinances unless otherwise specifically indicated.

Commercial Aeronautical Activity or Service means any commercial activity which relates to aviation activities in general. Such activity includes, but is not limited to: charter operations, pilot training, aircraft rental, sight-seeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air taxi operations, aircraft sales, service, sale of aviation petroleum products, repair and maintenance of aircraft, and the sale of aircraft parts.

Commercial Aeronautical Operator or Operator means any entity which provides any one (1) of the services listed in these minimum standards. A Commercial Aeronautical Operator can operate locally (based at the airport), or remotely (transient operator).

Department of Aviation means the department of the City of Wichita Falls responsible for the operation, planning, development, and promotion of the airport.

Director of Aviation means the City of Wichita Falls official designated as the Director of the Department of Aviation. For the purposes of this document, the Director of Aviation shall include any other designated individual representing or acting in behalf of the Director of Aviation.

Entity means any person, persons, proprietorship, association, firm, joint venture, partnership, corporation, limited liability company, other business organization, or any combination of the above, including the City of Wichita Falls.

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Equipment means all machinery, together with the necessary supplies, tools, and apparatus necessary to properly conduct the activity or services being performed.

Exclusive Rights means the power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right or by other means. The granting of an exclusive right to conduct activities on an airport developed or improved with federal funds is expressly prohibited by law; however, the City may reserve such exclusive rights unto itself.

FAA means the Federal Aviation Administration of the United States Department of Transportation (USDOT).

FAR means Federal Aviation Regulation as written, approved, and published by the FAA.

Fixed-Base Operator (FBO), for the purposes of this document, means any entity which maintains facilities specifically defined herein at the airport for the purpose of engaging in the retail sales of aviation fuels and associated line service, and other services as identified in Section 6.1 of this document.

Deleted: aircraft airframe and powerplant repair and maintenance, and a minimum of three (3) of the following: flight instruction/aircraft rental, aircraft sales, air taxi and aircraft charter operation, avionics, instrument, propeller repair, aircraft storage, or aircraft parking (tie-down).¶

Fueling Agent means any FBO business licensed and authorized to dispense fuel into aircraft or to accept delivery of fuel from a major oil company or fuel wholesaler at the fuel tank storage

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facility or fuel farm. At the fuel farm, the fueling agent will further dispense fuel from the fuel storage tanks into fuel servicing vehicles which must be affiliated with an airport FBO or fuel concessionaire.

Fuel Servicing Vehicle, also **Fuel Tanker Vehicle**, or **Refueling Truck/Vehicle** means any motor vehicle used for transporting, handling or dispensing aviation fuel, oils, and lubricants on the airport.

Fuel Storage Area, also **Fuel Farm** means those facilities where AVGAS, Jet-A, automobile gasoline, or other hazardous material are stored. These facilities must be in areas designated, inspected and approved by the City and meet minimum standards that specifically address the safe storage, handling, and dispensing of fuels or hazardous materials on the airport.

General Aviation means all categories and types of aviation activities and/or commercial operations in the U.S. other than those for certified air carriers defined under FAR Part 121 or the Department of Defense.

Hangar means any fully or partially enclosed storage space for one or more aircraft.

Hazardous Material means a substance or material in a quantity or form that may pose an unreasonable risk to health, safety, or property when stored, transported, or used in commerce as defined by the U.S. Department of Transportation, the Environmental Protection Agency, or [Texas Commission on Environmental Quality \(TCEQ\)](#).

Deleted: Texas Natural Resource Conservation Commission (TNRCC). Texas Commission on Environmental Quality

Improvements means all buildings, structures, and facilities, including pavement, fencing, signs, and landscape constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its buildings and construction standards prior to construction.

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International Aircraft Operation means, in general, operations outside the territory of the U.S., including operations between the U.S. and foreign countries, and the U.S. and its territories or possessions. Includes both the combination passenger/cargo carrier and the all-cargo carriers engaged in international and territorial operations.

Itinerant Aircraft, also **Transient Aircraft** means any aircraft not "home-based" at the Airport, but transiting the Airport, obtaining fuel service or other service at the Airport, or on-loading or off-loading passengers or cargo. Itinerant aircraft are "home-based" elsewhere; however, may park or hangar at the Airport for short periods of time.

Leased Premises means the entirety or portions of a ground area under lease by the City of Wichita Falls, Texas to one or more entities, which may include all or parts of buildings, improvements, and fixed and removable structures.

Lessee means any entity having a valid lease with the owner on the airport.

Light Industrial Activity means on-airport industrial activity which may, or may not, be aeronautically-related. Such activity must be compatible with airport operations and cannot directly generate smoke, fumes, light, gases, odors, electronic magnetic fields, radio frequencies, or heat that may adversely affect the usefulness, operation, or safety of the airport.

Light Industrial Development means on-airport industrial development which may, or may not, be aeronautically-related. All on-airport light industrial facility development and/or associated activities shall be governed and restricted to remain compatible and conducive to the continued operation and cannot directly generate smoke, fumes, light, gases, odors, electronic magnetic fields, radio frequencies, or heat that may adversely affect the usefulness, operation, or safety of the airport. Industrial development of buildings, machinery, facilities, or appurtenances (as determined by the City of Wichita Falls or the FAA) shall not interfere with the intended use or safety of the airport's airspace as defined by FAR Part 77.

Light Industrial Operator means entity that through lease agreement with the City, develops and engages in on-airport light industrial operations that are compatible with airport operations.

Non-Aeronautical-Related Commercial Activity means commercial activity by entities which, by nature of the operation or service, is not directly associated with aeronautical activities. Such activities are allowed provided that they do not adversely affect the usefulness, operation, or safety of the airport.

Non-Aeronautical-Related Commercial Operator means entity that through lease and/or Operating Agreement with the City, conducts on-airport commercial activities which, by nature of the operation or service, are not directly associated with aeronautical activities. Examples of Non-Aeronautical-Related Commercial operations typically include: car rentals, taxi service, restaurants, bars/lounges, vending machines, and retail stores.

Non-Commercial Aeronautical Activity means activity by any entity that conducts general aviation service(s) solely for its own benefit, not for the benefit of the public, or for hire.

Non-Commercial Aeronautical Operator means entity or governmental agency through lease and/or Operating Agreement with the City, maintains a facility or provides a general aviation service solely for its own benefit, and not for the benefit of the public. Such non-commercial aeronautical operators are specifically prohibited from offering aeronautically-related products or services for sale to the public.

Non-Commercial Non-Aeronautical Operator means any entity which provides any service that is not directly related to commercial aeronautical operations. A **Non-Commercial Non-Aeronautical Operator** can only operate locally (based at the airport).

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Notice To Airmen (NOTAM) means a notice containing information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard) in the National Airspace System and the timely knowledge of which is essential to personnel concerned with flight operations.

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Operating Agreement means a written contractual agreement wherein the City grants a concession for the conduct of certain activities, in writing and enforceable by law.

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Owner, also **City** or **Airport Owner**, means the City of Wichita Falls, Texas. Where approval, enforcement or other act on the part of the City is referred to herein, the City shall act by and through its City ordinances unless otherwise specifically indicated.

Deleted: Operator, also **Commercial Aeronautical Operator**, means any entity engaged in any business on the Airport who is authorized and licensed to conduct such business by virtue of a contract or agreement with the City. The business may, or not be directly associated with aircraft and aeronautical activities.¹

Repair Facility means any facility properly designed and equipped as specified herein to be utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments, and accessories. Such facility will be operated in accordance with applicable FAA regulations.

Sublease means, with applicable notification of or specific permission from the City, a subordinate lease granted by a lessee, to another entity for specified use of all or part of the airport property as defined in the applicable current lease, rental or other agreement.

TCEQ means the Texas Commission on Environmental Quality.

Tie-down means the designated paved or turfed area suitable for parking of aircraft wherein a minimum of three suitable tie-down points are available.

Deleted: TNRCC means the Texas Natural Resource Conservation Commission.¹

3.0 GENERAL PROVISIONS

3.1 INTENT OF ARTICLE

These minimum standards prescribe the conduct of on-airport activities which include: Commercial Aeronautical, Non-Commercial Aeronautical, Non-Aeronautical-Related Commercial, and Light Industrial activities and specify certain clauses which will be included in lease and/or Operating Agreement(s) permitting the conduct of such activities. The terms here shall be applied uniformly to all entities (as defined herein) operating on, or desiring to operate from, the airports owned and/or operated by the City of Wichita Falls.

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3.2 OVERRIDING RIGHT OF CITY OF WICHITA FALLS, TEXAS (OWNER)

Any clause herein to the contrary notwithstanding, the City reserves the right to develop and make any improvement to the airport or to make any repairs to the airport or any facility thereon that it deems is in its and the flying public's best interest and to make any change in any or all of the Minimum Standards, Lease Agreements, and/or Operating Agreements or rights granted retroactively when required by the Federal Aviation Administration (FAA) for compliance with the applicable grant provisions or related governmental policies and prospectively otherwise.

3.3 STANDARDS AND LEASES SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

The Airport was developed with aid from the State of Texas and the United States of America. Copies of such grants are available for review from the City. These grants include a number of obligations and commitments to the general and flying public, to the state, and to the United States. Any provision of these standards, any lease or any practice carried out on or for the airport shall be subordinate to and, if at variance with the grant requirements, unilaterally reformable at the City's or the FAA's option for conformity with these grants.

3.4 CONFORMITY WITH FAA DESIGN CRITERIA

The City and the FAA have on file a copy of the most recent FAA-approved Airport Layout Plan (ALP) for the Airport. All development and activities on and proposed leases of portions of the airport must be in conformity with that document and/or other applicable FAA airport planning and design criteria as required by any FAA Funding Grant Assurance Agreements in force for the airport.

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3.5 NON-COMPLIANCE WITH MINIMUM STANDARDS

The City reserves right to take corrective action up to and including revoking an entity's authority to operate on the airport when such entity fails to comply with any provision of these minimum standards after official due notice has been given as defined in Section 3.8.2, and within thirty (30) calendar days fails to correct any deficiencies. This revocation may include denying the use of the airport and its facilities for a period of time as may appear necessary for the protection of life and property.

3.6 APPLICABILITY

These minimum standards shall apply to all entities as defined herein or as amended from time to time by the City. Any entity, by operating on or from the airport, thereby consents to be bound by these standards.

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3.7 INFORMATION REQUIRED FROM ALL AIRPORT USERS

As much as practical, City and/or fixed base operator staff will obtain basic contact, aircraft, and activities information as applicable from all users of the airport. Such information may be used to document aircraft operations, aviation activities or other information useful in determining the users and uses of the airport.

3.7.1. BASIC INFORMATION ON ALL AIRPORT USERS

Users of the airport should provide the City and/or FBO staff with the following information:

- Name, address and local telephone contact of aircraft owner/operator
- Aircraft registration number
- Aircraft Type
- Date and Time of Arrival
- Estimated date and time of departure
- Services requested or required

3.7.2 INFORMATION ON ENTITIES WITH HANGAR AND GROUND LEASES WITH THE CITY

In addition to the information provided in 3.7.1, the following information will also be provided or documented:

- Location/description of space or land to be leased
- Emergency contact information for both the leased property and aircraft stored

3.7.3 INFORMATION ON ENTITIES ENGAGED IN COMMERCIAL ACTIVITIES

In addition to the information provided in 3.7.1 and 3.7.2, entities engaged in commercial activities as defined herein shall provide the following information:

- Services to be offered
- Proposed hours of operations
- Evidence of financial responsibility including such insurance requirements as required by state or federal regulations upon request
- Evidence for financial capability to initiate and maintain on-going operations upon request
- References of past experience in such operations, if requested

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3.7.4 INFORMATION UPDATES

All airport users should ensure that such information is kept current with the City and/or FBO at least annually.

3.8 NOTIFICATION

As required within the MSRAO, the following guidelines will be used for notification to and from the City and/or the applicable user of the airport.

3.8.1 GENERAL NOTIFICATIONS

General notifications between or among the City and airport users will be via US Mail to the airport address listed within the applicable agreements or correspondence. The address for the applicable user(s) will be as provided to the airport pursuant to Section 3.7.1.

3.8.2 OFFICIAL NOTIFICATIONS

Any notification requiring City approval or addressing issues of non-compliance or resolution of such, shall be with US Certified Mail with Return Receipt or other applicable service which documents the date and time of sending and receipt.

The correspondence to the City will be addressed to the Aviation Department, City of Wichita Falls, Texas, P.O. Box 1431, Wichita Falls, TX, 76301. Unless otherwise specified, correspondence will be answered in a timely manner not to exceed fifteen (15) calendar days.

3.9 THROUGH 3.10 RESERVED

4.0 GENERAL POLICIES

4.1 AIRCRAFT AND VEHICLE PARKING ON-AIRPORT

All aircraft left or parked at or on the airport must provide the FBO, City, or operator the information required in Section 3.7.1 as applicable. For any vehicles left within the fenced area of the airport, the owner must also provide their vehicle description (make, model, year and color) and license plate number. Vehicles are subject to towing as deemed necessary by airport management. Individuals parking at the airport facilities do so at their own risk.

At Kickapoo Downtown Airport, vehicles left parked in the public parking area for longer than two (2) days are encouraged to provide the information required in Section 3.7.1 as applicable.

4.2 AIRCRAFT PARKING ON TERMINAL APRON

A portion of the paved or surface-treated terminal aircraft parking apron shall be reserved for scheduled and non-scheduled certificated air carrier aircraft, itinerant aircraft, or any other aircraft while being fueled and/or while loading or unloading passengers or cargo.

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4.3 AIRCRAFT PARKING/TIE-DOWN

No entity may offer to provide or may use any tie-down space unless each has at least three-point tie-downs which can accommodate ropes or chains adequate to hold aircraft immobile in winds having sustained or gusting winds with velocities of 27 knots or greater (gale-force winds).

4.4 UNATTENDED AIRCRAFT

Aircraft owner(s)/operators shall not leave aircraft on the airport unattended unless such aircraft are secured at tie-down spaces or are under the control of an FBO or on-airport operator. The owner/operator of such unattended aircraft must provide the City or FBO with the information required in Section 3.7.1. Any aircraft left unattended and unsecured shall be deemed to have been left in this condition at the owner/operator's risk.

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4.5 AIRCRAFT WEIGHTS AND WHEEL LOADINGS

No entity shall operate any aircraft on the airport which weighs in excess of or has wheel loading any greater than the limits identified in the current official "Airport/Facility Directory," published by the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce; provided, however, that if lesser maximums are duly published in an official Notice To Airmen (NOTAM), or otherwise posted at airport, such lesser maximums shall not be exceeded.

4.6 NONDISCRIMINATORY USE OF AIRPORT

Subject only to the provisions hereof, facilities on the airport shall be open to all classes of users on fair and not unjustly discriminatory bases. What constitutes discrimination shall, in the final analysis, be determined by the Federal Aviation Administration (FAA), whose determination will be final.

4.7 AERIAL APPLICATORS

No entity may use the airport for chemical loading, unloading, or air frame/hopper/tank washdown, unless specifically authorized in a written agreement with the City that outlines the areas, methods and compliances to be used for meeting all applicable government requirements for same.

Deleted: other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide or herbicide.¶

Such aircraft may use the airport as a transient aircraft for fueling, storage or maintenance, provided the owner/operator takes full responsibility for all chemical leaks and clean-up as may be encountered/required. Such aircraft will not have chemicals stored within the aircraft during time of use of the airport.

4.8 CIVIL RIGHTS

Entities using this airport shall comply with all provisions of the Civil Rights Act of 1964 and implementing Part 21 of the regulations of the U.S. Department of Transportation and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, creed, color, national origin, or sex.

4.9 COMMERCIAL OPERATIONS

No entity may conduct any commercial activity or offer to provide any goods or services for compensation unless that entity is an FBO, an on-airport commercial operator, approved by the City, or a transient commercial aeronautical operator.

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4.10 COMPLAINTS

Complaints against any entity, operator, or FBO or its employees for violations of these standards shall be in writing and signed by the complainant and filed with the City.

4.11 COMPLIANCE WITH ORDINANCES, LAWS, AND REGULATIONS

All entities operating on the airport shall comply, at their own expense, with applicable federal and state laws, county and local regulations ordinances as promulgated and revised from time to time. Any fines or other assessments made against the City as a result of the non-compliance of any entity with any law, regulation, or ordinance shall be the responsibility of the offending entity, which shall reimburse the City for any and all costs associated with any such enforcement actions.

4.12 COMPLIANCE WITH HEALTH, FIRE, CONSTRUCTION, AND ZONING CODES

All entities using or operating from the airport shall comply with the requirements of all health, fire, construction, and zoning codes and/or ordinances applicable to the airport and its operation.

4.13 DAMAGES

Any clause herein or lease provision to the contrary notwithstanding, any entity using this airport shall be chargeable for all damages caused by such use to the airport or any property located thereon and shall hold the City harmless from any payment therefor.

4.14 LICENSES, CERTIFICATES, AND AUTHORIZATIONS

No entity shall operate on or from the airport (whether for compensation or not) unless it possesses all licenses, certificates and authorizations required by these standards and the various governmental authorities (e.g., local, county, state and federal) for such operations.

4.15 PROTECTION OF CIVIL IMAGINARY AIRSPACE SURFACE

No aircraft or other vehicle will be parked or left unattended or any object/structure placed, built or allowed to remain at any time that is an obstruction to air navigation and/or surface movements on the airport.

Clearances from runway and taxiway centerlines shall remain in conformance with those specified in: FAA Advisory Circular 150/5300-13, Changes 1 through 6, *Airport Design*; FAR Part 77, *Objects Affecting Navigable Airspace*, and; FAA Order 8260.3B Changes 1 through 16, *Terminal Instrument Procedures (TERPS)* as they presently stand or may be amended in the future.

4.16 RECORDS REQUIRED

Each entity or other user of the airport having a duty to pay any sums to the City, other than rents, land leases and fuel purchases, shall keep records and books of the account in conformance with generally accepted accounting principles (on the operation of or relating to the airport activities) adequate to accurately reflect gross revenue or other basis for the sums due and calculation thereof, and said records and books shall be open to examination by the City or its authorized representative within a reasonable period of time after a request has been made.

4.17 SURFACE VEHICLES ON AIRPORT

Except to the extent needed to service or load aircraft, or access hangars, no private or commercial vehicle shall be driven or parked on any other portion of the airport other than designated roads or auto parking areas. All vehicles left in parking areas or within the fenced area of the airport must comply with Section 4.1. No vehicles may access the Aircraft Movement Area unless specifically authorized by, or in accordance with procedures established or approved by the City.

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At Wichita Falls Municipal Airport, while operating within the Aircraft Movement Area, all aircraft and vehicles shall remain under the direct control of the Airport Traffic Control Tower as required when in operation. Such vehicles shall be equipped with appropriate equipment (e.g., lights, flagging, or two-way radio communication equipment) to the extent necessary to satisfy visual identification and communication requirements as required by Airport Traffic Control.

At Kickapoo Downtown Airport, while operating within the Aircraft Movement Area, vehicles shall be equipped with appropriate equipment (e.g., lights, flagging, or two-way radio communication equipment) to the extent necessary to satisfy visual identification and communication requirements.

Vehicle operators who drive within the fenced side of the airport are subject to initial and recurring driver training. Failure to obtain or observe such training may result in suspension or prohibition from operating a vehicle inside the fenced area.

4.18 LIMITS ON WEIGHT OF SURFACE VEHICLES

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No vehicle allowed on any paved or treated aircraft movement or parking area shall have axle loadings greater than 12,500 lbs unless approved by the City. Aviation fuel delivery trucks are exempt from this provision.

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4.19 TIE-DOWN FEES

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No entity may charge or collect any aircraft tie-down or parking fee unless it is an FBO or commercial operator offering such services with approval of the City.

4.20 USE OF LAND ON THE AIRPORT

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Property within the airport is reserved primarily for aeronautical use. However, other compatible land uses may exist on the airport and may be specifically authorized by the City if such secondary use will benefit the airport or provide for its maintenance or development. Such secondary non-aeronautical uses shall not violate FAA regulations or adversely affect the safety and operation of the airport.

4.21 FUELING RESTRICTIONS

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Only City-approved and properly certificated and airport-approved fueling vendors using approved fuel transport equipment shall transport or store fuel on the airport property. Bulk storage must comply with the applicable fire codes as adopted by the City, including but not limited to size and type, and shall only be authorized by agreement with the City and at approved locations on the airport.

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Specific language relating to the procurement, storage, handling, and delivery of fuels is addressed in detail in Section 7.0 - FBO Fueling Operating Requirements.

4.22 INSURANCE COVERAGES

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Unless as required by lease, rental or other agreement, the City requires no additional insurance coverage other than as may be required by Federal and/or State Regulations for certain commercial (FAR Part 121 and/or 135) Operators and/or FBO fuelers and/or other commercial activities. The City reserves the right to impose additional insurance requirements as may be deemed necessary in the future.

4.23 RESIDENTIAL FACILITIES

In accordance with City of Wichita Falls Zoning Ordinances and in compliance with Federal Aviation grant assurances, no residential facilities may be constructed or established on airport property.

4.24 THROUGH THE FENCE AGREEMENTS

Except for those pre-existing agreements and/or deed covenants, in compliance with Federal Aviation Administration and TxDOT Aviation grant assurances , no rights of access to the airfield facilities from adjoining properties, commonly referred to as through-the-fence agreements, shall be permitted or granted unless approval is requested by the City and granted from the FAA and TxDOT.

4.25 SUSPENSION OF AIRFIELD OPERATIONS

Airport management may determine a need to suspend or close operations on part or all of the airfield and appropriate Notice to Airmen Procedures will be followed. Any operations conducted by an owner/operator during such suspension or closure are done so at his or her own risk. In the event of an incident or accident after such operation, the pilot could potentially be subject to FAR 91.13 Careless or Reckless Operation.

4.26 CARE AND IMPROVEMENTS TO HANGAR

Hangar owners and lessees should at all times keep their premises, including the inside and outside of any building, clean and free of trash, litter, tall grass, weeds, junked automobiles and scrap parts.

4.27 THROUGH 4.30 RESERVED

5.0 CONDITIONS AND REQUIREMENTS FOR AGREEMENTS

5.1 WRITTEN CONTRACT

Prior to the commencement of operation, entities will be required to enter into a lease, rental or other agreement with the City that will recite the terms and conditions under which the entity will operate on the airport, including, but not limited to, detailed contract terms, conditions, rentals, fees, charges and the rights and obligations of the respective parties. Neither the conditions therein stated nor those set forth in these minimum standards represent a complete recitation of the provisions to be included in the written contract. Such contract provisions, however, will neither change nor modify these minimum standards unless specifically detailed in writing as an amendment to the MSRAO within the lease or agreement and same applied to all such operations.

5.2 FINANCIAL ABILITY FOR COMMERCIAL ACTIVITIES

All operators entering into agreements for commercial activities shall satisfy to the City under Section 3.7.3 that said operators are financially able to perform the services of the authorized activity. This may include the responsibility for demonstrating continued financial solvency and business ability by the submitting of a credit references and any other proof that the City may reasonably require from time to time. Such requests to show financial ability will be fairly applied to all such operators.

5.3 BUILDING AND STRUCTURE STANDARDS

No entity may construct, allow or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City whose authorization shall not be unreasonably withheld and shall be given in a timely manner. In no event shall the City authorize construction, or erection of a structure unless it is of permanent metal and/or masonry construction, paved floors, aesthetically pleasing and, as a minimum, meets all applicable and pertinent building, fire, and ADA standards. For construction of any new facilities, the entity will be subject to the geometric and safety setback, design standards as outlined in the current FAA Advisory Circulars and approved Airport Layout Plan. Title to any and all buildings and appurtenances, which may be built on the airport, may revert to the City per the conditions of the lease covering the same property or improvements when and if the lessee vacates the lease. All entities shall be required to furnish the City payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such entity and the City.

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5.4 RESPONSIBILITIES

- (a) All entities shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.

- (b) All entities shall abide by and comply with all federal, state, county, and City laws and ordinances, including, but not limited to, these minimum standards the state, and the Federal Aviation Administration.

5.5 SUBLEASE

- (a) Entities holding a ground lease with the City may sublease or sublet any premises leased by such entity with the prior written notification to and approval by the City, and any such subleasing or subletting shall be subject to all the minimum standards herein set forth.

All other agreements which include city owned property may not be subleased unless specifically allowed for in the agreement.

- (b) In the event that the lessee sublets any portion of their lease, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the City in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the City as it relates to the enforcement of these standards. Lessee shall be responsible for sub-lessee non-compliance with any obligation under the lease or these minimum standards, and approval of sublease shall in no way waive the lessee's responsibilities.
- (c) An entity subleasing its commercial area from another entity may use the other entity's facility to meet the requirements for office space, customer lounges, restrooms, telephones, and paved aircraft apron as set forth in the section covering "Commercial Operators" of these minimum standards.

5.6 PRICES AND RATES

Lessees shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service and may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to purchasers. The City reserves the right to inspect a list of charges for all services, material, supplies and privileges provided by the Lessee in furtherance of this objective.

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5.7 CATEGORIES OF SERVICE

- (a) Categories of service shall include:
- FBO
 - Commercial Operators
 - Non-Commercial Operators
 - Other

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- (b) An entity shall not engage in any business or activity on the airport other than that authorized under its particular category or categories. Any entity desiring to extend its operation by expansion or sublease into more than one (1) category shall first apply in writing to the City for permission to do so, setting forth in detail the reasons and conditions for the request. The City shall then grant or deny the request on such terms and conditions as the City deems to be prudent and proper circumstances.

5.8. AIRPORT OBSTRUCTIONS, DEVELOPMENT, AND INSPECTIONS

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- (a) The City reserves the right to protect navigable airspace associated with the airport as defined by Title 14 of the Code of Federal Regulations (CFR) 14 Part 77 *Objects Affecting Navigable Airspace* against penetration by obstructions, together with the right to prevent any entity from erecting or permitting to be erected any building, sign, or other structure on the airport which, in the opinion of the City would limit the usefulness or safety of the airport, or constitute as an obstruction or hazard to air navigation.
- (b) The City reserves the right to further develop or improve all areas of the airport as it sees fit and without interference or hindrance from any entities.
- (c) The City reserves the right to enter upon any leased premises to entities at reasonable times for the purpose of making such inspections as it may deem expedient to the proper enforcement of these minimum standards and for the proper enforcement of any covenant or condition of any entity's lease or operating agreement.

5.9. FEES PAID TO CITY

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- (a) The entity shall pay the standard fees as specified by the City. Such fees shall be specifically included in the lease, rental or other agreement executed with the City.
- (b) Any concession activity conducted on the leased premises shall similarly be subject to the standard rates and charges set forth in the lease or these minimum standards.

5.10. PERSONNEL

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All personnel hereinafter are required to hold applicable local, county, state, and federal certificates.

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5.11. MAINTENANCE

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- (a) The entity shall keep and maintain leased premises in a safe, neat, and orderly manner.
- (b) The entity shall meet or exceed good housekeeping/HAZMAT containment practices in conformance with the airport's Stormwater Pollution Prevention Plan as required by the U.S. Environmental Protection Agency NPDES Stormwater Program, the TCEQ or other applicable regulatory agencies.
- (c) The entity may construct pavement necessary to connect its facilities to existing airport taxiways and/or ramps. Construction of such pavement must be approved by the City and constructed to the design criteria specified by the City. Such pavement will immediately become property of the airport. Such pavement will not be included in the square footage used to calculate lease rates. However, any pavement placed exclusively for private use of the entity shall be included in such calculation and will be required to be maintained by the entity.

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5.12 LEASE TERMS

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Leases shall, at the discretion of the City, be subject to review and reevaluation at the end of each three-year period as specified in the applicable lease, rental or other agreement.

- (a) Land leases negotiated for third party or entity development shall generally be set to a term of twenty (20) years, unless circumstances require variance thereto. Land leases may be negotiated for longer terms than twenty (20) years if financial considerations of development of improvements so dictate and if doing so is of benefit to the City. Ten (10) year options to extend may also be included in lease terms.
- (b) Leases of existing City owned facilities shall generally be for no longer than five (5) years. FBO and commercial operators may seek longer terms as dictated by their business operations or industry.
- (c) Leases of City-financed facilities shall be of such term required to properly service City's debt with sufficient coverage.

5.13 EXCLUSIVE RIGHTS

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No entity may be granted in fact or by written instrument any exclusive right prohibited by Section 308(a) of the Federal Aviation Act of 1958. Determination of the existence of a prohibited exclusive right shall, in the final analysis, be made by the Federal Aviation Administration (FAA), and such determination shall be final. If the FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed null and void for all purposes.

5.14. LEASE CHARGES, ESCALATION CLAUSES, AND TERMS

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For Kickapoo Downtown Airport, all airport properties shall be leased at the rate specified in each lease agreement and based on the 2003 Rates and Charges Study if included therein. The term of each lease for the use of unimproved airport property shall contain an automatic escalation clause requiring adjustment of lease charges. If an adjustment is made, such adjustment will be based on the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics or equivalent method. The adopted index will be the CPI-U, not seasonally adjusted, for the U.S. City Average. The first adjustment will be based on the CPI percentage change from the lease commencement month to September 2010. Subsequent adjustments will be based on the CPI percentage change for the three-year period from October through September. A lease rate increase for any three year period shall not exceed twelve (12%) percent. In no case will the adjusted lease payment fall below the lease payment established at the commencement of the lease, unless such lower rates have been established for and applied to subsequent land leases on the airport.

5.15. NONTRANSFERABLE LEASE AND/OR OPERATING RIGHTS

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Except to the extent needed for a mortgagee to protect its legitimate interest in a leasehold and improvements thereon, land areas and/or facilities used or needed shall be held pursuant to lease only and shall not be assignable or transferable unless authorized in writing by the City.

5.16. EVENTS OF DEFAULT AND REMEDIES

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The following shall be events of default as to the lessee under this agreement, and the term event of default as to the lessee shall mean, whenever it is used in this agreement, any one (1) or more of the following events:

- (1) Failure by the lessee to pay when due, or cause to be paid when due, the sums required to be paid under the lessee's lease agreement with the City.
- (2) Failure by the lessee to observe and perform any covenant, condition, or agreement on its part to be observed or performed for a period of thirty (30) days after written notice as specified in Section 3, specifying such failure and requesting that it be remedied, given to the lessee by the City, unless the City shall agree in writing to an extension of such time prior to its expiration.
- (3) The leased premises shall be abandoned, deserted, or vacated by the lessee, or any lien shall be filed against the leased premises or any part thereof if in violation of this agreement and if same prevents the lessee from being able to perform.
- (4) The failure by the lessee within ninety (90) days to lift any execution, garnishment or attachment of such consequence as will impair lessee's ability to carry on its operations at the leased premises. Bankruptcy, etc, in

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and of itself does not constitute default, unless it causes the lessee to not perform on its agreement with the City. If the entity is current on payments and performing normal operations and activities, they will not be considered to be in default.

5.17. REMEDIES ON DEFAULT

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Whenever any event of default as to the lessee referred to above shall have happened and be subsisting, the City may take any one (1) or more of the following remedial steps against the lessee, after notification has been made pursuant to Section 3.8:

- (1) The City may reenter and take possession of the leased premises without terminating this agreement and sublease (or operate as a sublease) the leased premises for the account of the lessee, seeking the most equitable sums for the same and then holding the lessee liable for the difference between the rents or other amounts payable by the lessee hereunder and the rents and other amounts payable by such sublessee in such subleasing or, if operated by the City, the difference between the net revenues received from such operations and the rents and other amounts payable by the lessee hereunder.
- (2) The City may terminate the agreement under conditions specified therein.
- (3) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the lessee under this agreement.

5.18 THROUGH 5.30 RESERVED

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6.0 FIXED-BASE OPERATORS

6.1 STATEMENT OF CONCEPT

A Fixed-Base Operator (FBO) is an entity which maintains major facilities at the airport for the purpose of conducting the following:

- (a) The retail sale of aviation fuels and associated aircraft line service.
- (b) The FBO may also provide any one or more of the following services:
 - (1) Aircraft airframe and engine repairs.
 - (2) Flight instruction/aircraft rental.
 - (3) Aircraft sales.
 - (4) Aircraft charter operations.
 - (5) Avionics, instrument, or propeller repair.
 - (6) Aircraft storage.
 - (7) Other commercial operations which are construed by the City as complementary and/or supportive of airport/aviation activities.
- (c) FBO shall remain responsible for compliance with this standard in the event any service is provided in its behalf by a sub-lessee of its facility, duly authorized by the City.

6.2 MINIMUM REQUIREMENTS FOR AN FBO

6.2.1 Lease Improvements

- (a) The entity shall provide a paved walkway within the leased area to accommodate pedestrian access to its office, where appropriate, a paved aircraft apron with tie-down facilities within the leased area sufficient to accommodate the activities being performed and telephone facilities for customer use. Floor space allotments shall include office, customer lounges, and restroom facilities, all properly heated, ventilated, cooled, and lighted. Sufficient hard surface, on-site auto parking space shall also be provided.
- (b) Paved tie-down facilities shall be provided, or leased from City with public access, for the number of aircraft expected to be accommodated in entity's business plan.

6.2.2 Scope of Service

6.2.2.1 Line Services

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- (a) The FBO shall provide adequate tie-down facilities and equipment, including ropes, chains and other types of restraining devices and wheel chocks.
- (b) The FBO shall provide adequate loading and towing equipment to safely and efficiently move aircraft as necessary.
- (c) The FBO shall provide proper and approved equipment for repairing and inflating aircraft tires, servicing struts, washing aircraft windows, and recharging or energizing discharged aircraft batteries and starters.
- (d) The FBO shall provide conveniently located, heated and air-conditioned lounge or waiting rooms for passengers and crews and such will be maintained in a clean and sanitary manner.

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6.2.2.2 Aircraft Storage

The FBO shall maintain a minimum of 10,000 square feet of hangar space to accommodate aircraft storage. Maintenance hangar floor space shall not be considered aircraft storage space for this requirement.

6.2.2.3 Minimum Insurance Requirements

The FBO shall provide certificates of insurance providing the coverage's and in the amounts specified in its applicable lease or agreement.

6.2.2.4 Miscellaneous Requirements

- (1) The FBO shall have the right to sublease a portion of the improvements on the leased premises for the purpose of aircraft storage.
- (2) All services not previously identified in Section 6.1(b) in the existing lease must receive prior written approval of the City, including such services that will be provided by a sublessee.
- (3) If previously identified in its lease, the FBO may provide the following services through sublease arrangements with commercial operators. However, this does not relieve the FBO from ensuring conformance with the standards contained herein either through the commercial operators or as an integral portion of the FBO operation.
- (4) The FBO shall have their premises open and services available at the operator's discretion, but should be reasonably available to the public. Hours of operation and telephone contact information should be posted for the public.

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6.2.2.5 Other Services Provided

FBOs that provide the following services shall comply with Section 8.0 of these standards:

- Aircraft Airframe and Engine Repair
- Flight Training/Aircraft Rental
- Aircraft Sales
- Air Taxi and Charter
- Avionics, Instrument or Propeller Repair

6.3 PERSONNEL

The FBO shall have in its employ and on duty during operating hours trained personnel in such numbers as are required to meet the minimum standards and requirements set forth herein, in an efficient manner, for each aeronautical service being performed. The entity shall also provide a responsible person on the premises to supervise the operations in the leased area and with authorization to represent and act for and on behalf of the entity during all business hours.

6.4 THROUGH 6.10 RESERVED

7.0 FBO FUELING OPERATING REQUIREMENTS

7.1 FUELING PERMIT(S) REQUIRED

The FBO shall not engage in fueling operations without having first been issued fueling operations permit(s) by the City.

7.1.1 Fueling Operations Permit - Application, Issuance, and Renewal

- (a) An applicant for the issuance or renewal of a fueling operations permit shall file with the City an application form provided for that purpose, which must be signed by the applicant.
- (b) When an application has been filed with the City, the City shall make an inspection of such applicant's site, and equipment for the proposed fueling operations in order to ensure compliance with all applicable laws, ordinances, or regulations.
- (c) The City shall issue or renew a fueling operations permit within thirty (30) days of receipt of an application unless one (1) or more of the following is found to be true:
 - (1) The applicant has failed to provide required information or has provided false information in their application.
 - (2) The applicant's proposed fueling operations will violate an applicable law, ordinance, or regulation.
 - (3) The applicant has had a fueling operations permit revoked or suspended within the two (2) years preceding the date of the application.
 - (4) The applicant has failed to meet the minimum requirements of these regulations.

7.1.2 Display of Fueling Operations Permit

A permittee shall display a fueling operations permit issued by the City in a conspicuous place on the permittee's premises at all times.

7.1.3 Cancellation by Permittee, Assignment and Transfer

- (a) A permittee may cancel its fueling operations permit upon thirty (30) days written notice to the City.
- (b) A fueling operations permit is not assignable or transferable.

7.1.4 Revocation or Suspension of Permit

The City may revoke or suspend a fueling operations permit if it is determined that:

- (a) The permittee has violated any provision of these regulations and has not made needed corrections in a timely manner as directed by the City;
- (b) The permittee has given false or misleading information to the City during the application process;
- (c) The permittee has intentionally or knowingly impeded a lawful inspection by the City or other entity authorized to inspect the fueling operations of the permittee, or;
- (d) The permittee has demonstrated an inability or unwillingness through repeated violations of these regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame as directed by the City.

7.2 FUEL PERMITTEE RESPONSIBILITIES

- (a) All into-plane delivery of fuels shall be performed only on leased premises unless written permission to do otherwise is granted from the city.
- (b) A permittee shall obtain written approval from the City prior to the construction or installation of any fuel-related improvements on the permittee's leased premises.
- (c) A permittee shall maintain all fueling facilities in a safe and clean condition.
- (d) A permittee shall promptly repair any damage caused by the permittee, the permittee's employees, and/or agents.
- (e) A permittee shall replace any fueling facility improvement on its leased premises which has been destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction unless the City agrees to an extension of time.
- (f) Upon written notice, a permittee shall perform any non-emergency reasonable facility repair or maintenance that the City determines is necessary. If a permittee fails to undertake such maintenance within ten (10) days of receipt of the written notice, the City may perform the repair or maintenance and/or revoke or suspend the permit. If repair or maintenance is performed by the City, the permittee shall reimburse the City for the cost of the repair or maintenance performed.

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- (g) The City reserves the right to order any fuel facility be placed out of service immediately if City determines in its best reasonable judgement that an unsafe condition exists. In such case, entity is obligated to take appropriate corrective action immediately.
- (h) A permittee shall require any prime contractor it hires for the construction of a permanent improvement to provide performance and payment bonds acceptable to the City in the full amount of the construction contract, naming the permittee and the City as joint obligees.
- (i) The permittee shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor/vendor for the delivery of fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation fuel and oil delivered to the FBO operator/entity by a vendor will be considered by the City to be fuel and oil dispensed by the permittee under the purview of the minimum rates established in the agreement with the City.
- (j) The permittee shall have in force General and Environmental Liability, Products Liability Insurance as required in its applicable lease, rental or other agreement.
- (k) The permittee shall comply with any applicable Environmental Protection Agency (EPA) regulations including but not limited to Spill Prevention, Control and Countermeasures Plan for fueling operations.

7.3 FUELING FLOWAGE FEES

Permittee shall pay the City fuel flowage fees as provided for in the lease agreement.

7.4 RECORDS AND MONTHLY REPORTS

- (a) A permittee shall maintain accurate records of all fuel received and dispensed.
- (b) A permittee shall, each month, submit to the City a copy of the original report received from the permittee's suppliers showing the amount of fuel delivered.
- (c) A permittee shall allow its records of fueling operations to be reviewed after a reasonable request, in a timely manner, by a representative of the City or by an independently certified public accountant selected by the City.
- (d) A permittee shall, each month, submit a reconciled inventory report of fuel to City upon which monthly fuel flowage fees will be calculated. Such report

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shall contain copies of bills of lading on received fuel and shall show all fuel delivered/dispensed to any aircraft. This report will be due to the City within fifteen (15) calendar days following the end of the month.

7.5 FBO FUELING OPERATIONS OTHER REQUIREMENTS

A permittee shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the airport as prescribed in: Attachment No. III: FAA Advisory Circular 150/5230-4 Changes 1 and 2, *Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7 Minimum Standards for Fuel Storage, Handling, and Dispensing on Airports*. Attachment No. IV: *NFPA 30, Flammable and Combustible Liquids Code (latest edition)*. Attachment No. V: Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, (latest edition). Attachment VI: *NFPA 407 - Standard for Aircraft Fuel Servicing (latest edition)*. Attachment No. VII: *NFPA Standard 415, Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways*. Attachment No. VIII: American Petroleum Institute Standard 1452, *Airport Equipment Marking for Fuel Identification* of these standards.

7.5.1 FBO Personnel and Training

- (a) Personnel involved in the handling of fuel and lubrication products for aviation use shall be trained and qualified for the duties of the position held. FBO operators/entities serving the public shall document initial training and testing of line personnel directly involved in servicing aircraft. These training records shall be made available to representatives of the City or the Federal Aviation Administration during normal business hours.
- (b) FBO Line personnel training shall include the following subjects, as applicable to their duties:
 - 1) Static electricity sources, hazards, and precautions
 - 2) Fire hazard properties of fuels
 - 3) Fire extinguishment principles and practices
 - 4) Location and use of fire extinguisher in hangars and fuelers
 - 5) Locations of fire alarms and alarm procedures
 - 6) Aircraft engine types and fuel requirements
 - 7) Aircraft recognition
 - 8) Procedures for the prevention of mixing fuel grades
 - 9) Fuel contamination effects on aircraft engines and performance
 - 10) Types and sources of contamination, including water, surfactants, and particles
 - 11) Quality control procedures and record keeping, including product delivery control, clear/bright test, millipore test, differential pressure checks, white bucket checks, settling time, water paste check, and sump drain checks
 - 12) Ordering, confirming, and reporting aircraft fueling

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- 13) Fueling procedures, to include grounding and bonding, fueler operation and inspection, fueler loading at storage areas - top or bottom, purpose and use of deadman controls, quality control equipment, emergency shut-off operations, fueler positioning during fueling, record keeping during fueler loading and delivery, record keeping during aircraft refueling, procedures for fuel spills and cleanup, security, and inventory control.

7.5.2 General FBO Fuel Storage Locations, Equipment, and Facilities

Fuel storage equipment and facilities shall meet the following standards or the requirements of the major fuel supplier/vendor or FBO/entity, whichever is more stringent.

- (a) All fuel storage locations shall be designated by the City and identified on the FAA approved airport layout plan;
- (b) Individual tank sites shall be leased from the City to the FBO subject to availability and compliance with all airport and fueling regulations;
- (c) Notwithstanding the preceding paragraph, a permittee shall be allowed to use either fixed aboveground dispensing equipment or mobile dispensing trucks.
- (d) For each type of fuel dispensed, a permittee shall have separate, filter-equipped dispensing pumps and meters.
- (e) If a permittee uses mobile dispensing trucks, the permittee shall have at least one (1) truck for each type of fuel sold.
- (f) Fuel storage areas shall be secured from unrestricted public access by physical barriers, fencing, continuous observation, or other acceptable means.
- (g) Fuel storage areas shall be clearly identified by "Flammable, No Smoking" signs at access points.
- (h) Fuel storage areas shall be identified by fuel grade labels and color coding in accordance with American Petroleum Institute Standard 1542, "Airport Equipment Marking for Fuel Identification."
- (i) Above ground storage tanks shall be diked or meet minimum secondary containment design criteria.
- (j) Tanks shall be equipped with rain-proof vents located at least 12 feet above grade.

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- (k) Existing underground storage tanks shall be sloped to provide a low point for removal of water and other contaminants.
- (l) Proper and adequate facilities shall be available to detect and remove water and other contaminants from storage tanks. Labeled "slop tanks" shall be provided.
- (m) New storage tank installations shall be provided with manways, and if floating suctions are used, they must be equipped with test cables.
- (n) Tanks shall be provided with adequate pressure relief venting.
- (o) Adequate grounding points during tanker off-loading shall be provided.
- (p) Galvanized piping for jet fuel is prohibited.
- (q) Jet fuel shall be off-loaded into storage through a filter/separator or a screen.
- (r) Hoses shall be approved by the National Fire Protection Association for aviation use.
- (s) Nozzles shall be stowed so as to minimize entry of foreign objects into the nozzle tips, or they shall be equipped with dust caps.
- (t) Single-point refueling nozzles shall be equipped with "deadman" controls. All other nozzles shall have "deadman" controls, or be designed to shut off whenever the operator lets go of the nozzle.
- (u) Electrical equipment and switches must meet the National Electrical Code for use in an explosive atmosphere.
- (v) Inlets to pump impellers shall be equipped with a strainer basket.
- (w) Tank inlets shall be color-coded to identify fuel grade and shall be secured to allow operation only by authorized, trained personnel.
- (x) Filter/separator vessels shall be equipped with a sump and useable sump drain, differential pressure indicator, pressure relief valve, and fuel sampling fittings (Millipore) upstream or downstream of vessel.
- (y) Any fire extinguisher located within the fuel storage areas shall be inspected annually for proper condition and filling. The inspection date shall be noted on the extinguisher.

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- (z) The fuel storage area shall be kept neat at all times. Debris and trash will not be permitted to accumulate around tanks, pipes, filter vessels, or pumping equipment.
- (z) Grass and weeds immediately adjacent to fuel storage areas will be kept cut. Tall vegetation will not be permitted around pumphouses, tanks, pipes, inlets, etc.

7.5.3 Fueling Vehicles

- (a) A static discharge cable shall be provided to permit bonding.
- (b) The engine exhaust system shall be in good condition and shall be located so as to minimize the hazard of fire in the event of leakage from the fuel dispensing system of the vehicle or spillage or overflow of fuel from the vehicle fuel tank or the cargo tank.
- (c) Vehicle safety inspection components, including brakes and parking brakes, shall be operable.
- (d) Electrical wiring shall be insulated, supported, and protected against chafing. Vehicles with broken wiring, bulbs, or light lenses shall be placed out of service.
- (e) At least one NFPA-approved fire extinguisher with a minimum rating of 20-B and a current annual inspection shall be provided on each fueler, readily accessible from the ground. Extinguishers located inside closed compartments shall be clearly identified by a sign on the exterior of the compartment in letters at least two inches high. Annual inspections shall be recorded and tagged on the extinguisher.
- (f) "No Smoking" signs shall be installed in the cab of each vehicle. Ashtrays and cigarette lighters shall be removed from fueling vehicles.
- (g) Tank vents shall be provided on dome covers and shall be operable.
- (h) Dome covers shall be provided with weather-tight gaskets or seals in good condition, and shall be installed with the hinge towards the front.
- (i) An emergency shut-off valve or control shall be provided on the exterior of the fueler and clearly labeled "Emergency Shut-off" in letters at least two inches high with the method of operation indicated by a placard reading "Push", "Pull", or "Turn", as applicable.
- (j) Dispensing nozzles shall be equipped with a 100-mesh screen. Nozzles shall be of the "deadman" type so the flow of fuel will be shut off when the

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operator lets go of the nozzle. All nozzles used for jet fuel will have the modern-design/modified type nozzles, measuring 2.6 inches across at the end.

- (k) Grade labels and color-coding shall be in accordance with American Petroleum Institute Standard 1542, "Airport Equipment Marking for Fuel Identification." Vehicle tanks shall be clearly labeled "Flammable" on both sides.
- (l) Hoses shall be designed for aviation use and approved by the National Fire Protection Association under NFPA Standard No. 407. Hoses shall be labeled with the manufacturer's name, design pressure, and "Aircraft Fueling Hose." Hoses shall be maintained in good condition, free from blistering, saturation, cuts or nicks which may have damaged the cover, or any abrasion which exposes a significant amount of reinforcement material. Radiator hose clamps shall not be used for hose connections; only swaged fuel hose fittings are acceptable.
- (m) Tires shall be in good condition and not worn beyond tread wear indicators.
- (n) Tank dome flashing, if installed, shall be provided with adequate drains to prevent entry of water through dome covers.
- (o) Filters on AVGAS fuelers and filter/separators on jet fuelers shall be designed for aviation use and shall be changed as recommended by the manufacturer, user, or fuel supplier, whichever is most stringent.
- (p) Fuelers shall be operated on paved areas of the airport only.
- (q) Good housekeeping practices are expected to be applied to fuelers. Accumulation of trash and debris on or in the truck will not be permitted.

7.5.4 Fixed Fuel Dispensers

- (a) Dispensing equipment shall be grounded. A bonding wire shall be provided.
- (b) Electrical equipment shall meet the requirements of the National Electric Code for use in an explosive atmosphere.
- (c) Fire extinguishers shall be provided near the dispensing equipment in quantity and capacity equal to the recommendations of the National Fire Protection Association in Standard No. 407, "Aircraft Fuel Servicing". Each extinguisher shall be inspected annually, with the inspection noted and tagged on the extinguisher.

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- (d) Dispensing equipment, piping, and valves shall be identified by grade labels and color-coding in accordance with American Petroleum Institute Standard 1542, "Airport Equipment Marking for Fuel Identification".
- (e) Gas dispensers shall be equipped with a filter designed for aviation use. Jet fuel dispensers shall be equipped with a filter/separator with a sump drain, air eliminator, pressure relief valve, differential pressure indicator, and fuel sampling fittings (Millipore) upstream or downstream of the vessel.
- (f) Self-service dispensers shall be equipped with a positive system to prevent unauthorized use and with step-by-step posted instructions for use of the equipment, including action to be taken in the event of a fuel spill or use of the emergency shutoff system.
- (g) Galvanized piping for jet fuel is prohibited.
- (h) Nozzles shall be of the "deadman" type, designed to cut off the flow of fuel if the operator lets go of the nozzle. All nozzles used for jet fuel will have the newer modified type nozzles, measuring 2.6 inches across at the end.
- (i) No vegetation will be permitted to grow around dispensing equipment.

7.5.5 General Quality Control

Fuel quality control procedures shall meet the following standards or the requirements of the major supplier or user, whichever is more stringent.

- (a) Fuel delivery and off-loading shall be under the direct supervision of a qualified employee of the entity.
- (b) The following checks will be performed prior to beginning off-loading.:
 - (1) load manifests for quantity and proper grade
 - (2) storage tank space availability
 - (3) white bucket check on each tanker manifold for fuel cleanliness.
- (c) Tankers shall be grounded, brakes shall be set and, unless necessary to operate a PTO pump, engines shall be shut off.
- (d) Settling time for jet fuels shall be observed before water detection tests are made and before any fuel is drawn from storage for aircraft fueling.
- (e) Jet fuel storage tanks, storage area filter separators, and fueler filter separator vessels shall be sumped daily for water and other contaminants.
- (f) Storage areas and fuelers shall be inspected every business day.

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- (g) Filter/separator differential pressure readings shall be recorded on a regular basis and filter/coalescer elements shall be changed or inspected when the pressure drop meets or exceeds the manufacturer's, major supplier's, or major user's requirements, whichever is more stringent.
- (h) Nozzle screens on fuelers and at storage areas and strainer baskets shall be inspected at least monthly.
- (i) A bonding connection shall be made during all refueling.
- (j) Fuel delivery receipts, filter/separator element change dates, and any inspection records will be maintained on file for at least 12 months.

7.5.6 General Requirements and Fire Protection

- (a) Fire extinguishers shall be inspected annually and recharged if necessary. Loss of tamper wires shall be grounds for placing an extinguisher out of service. Extinguishers shall be equipped with current inspection tags.
- (b) Fueling shall be performed only outdoors.
- (c) Fuel leaks on vehicles shall be grounds for placing the vehicle out of service.
- (d) The speed limit on designated apron areas is 15 MPH.
- (e) Fuelers shall be parked in designated areas at least 50 feet from buildings, and with at least 10 feet separation between vehicles.

7.5.7 Approval of FBO Fueling Installations and Equipment

- (a) A fuel storage tank for each type of fuel stored shall be installed by a permittee in a location approved by the City.
- (b) Each prospective entity (or current entity expanding its fueling facilities), shall show compliance with these standards by submission of plans and specifications to the City, and shall receive, in a timely manner, written approval prior to starting any construction, installation, or modification.
- (c) All equipment, installations and training shall continuously meet these standards, and all facilities and records pertaining to fueling shall be made available to representatives of the City at all times during normal business hours.

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- (d) A representative from the City will inspect each fueling entity's facilities, equipment, and procedures on a quarterly basis. Inspection forms that are to be used are attached at the end of these standards. Completed inspection forms will be kept on file at the City; copies of these will be made available to the fueling tenant. The fueling tenant will be notified of any items that are not in compliance with these standards, and will be given 21 days to correct these deficiencies.

7.5.8 Unleaded Auto Gasoline for Aviation Use

Should the FBO desire to provide unleaded auto gasoline:

- (1) Equipment and dispensers for unleaded gasoline shall be clearly labeled "Mogas."
- (2) Purchasers of automotive gasoline for aircraft use shall be required to present the Supplemental Type Certificate (STC) for the aircraft before gasoline is delivered to the aircraft. If a copy of the STC for the aircraft is on file in the line office of the fueling tenant, it need not be presented at the time of fuel servicing.

7.5.9 Owner Fueling/Servicing of Aircraft

- (1) Aircraft owners may service their own aircraft with fuel if self-service fueling facilities are available. Equipment and procedures used shall meet the requirements of the following standards: Section 7.5.2; Section 7.5.3; Section 7.5.4; Section 7.5.5; Section 7.5.6; Section 7.5.7; and Section 7.5.8.
- (2) Aircraft owners may not contract with persons or firms, other than those authorized by the City to dispense fuel, to fuel their aircraft while on the airport, as this would constitute a commercial aeronautical activity.
- (3) If autogas fueling facilities are unavailable, aircraft owners using autogas may arrange transport of fuel to service his/her aircraft in compliance with applicable regulations. Fueling tanks and storage tanks must comply with the applicable fire codes as adopted by the City, including but not limited to size and type, and shall be approved by the local Fire Marshall. Property grounding procedures must be exercised while dispensing fuel. Such facilities will be subject to inspection by a representative of the airport operator at any time. Autogas may not be resold to other aircraft owners on the airport property without prior written consent from the airport operator.

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7.6 THROUGH 7.10 RESERVED

8.0 COMMERCIAL AERONAUTICAL OPERATORS

8.1 AIRFRAME AND POWERPLANT REPAIR

An airframe and power plant repair facility operator is an entity providing at least one (1) person currently certified by the Federal Aviation Administration with airframe and/or power plant rating, or aircraft inspector rating, appropriate for the work being performed. This category of service will also include the sale of aircraft parts and accessories, but such is not an exclusive right.

8.2 AVIONICS, INSTRUMENT, AND PROPELLER REPAIR

An avionics, instrument or propeller repair facility operator is a Federal Aviation Administration-certified entity engaged in the business of and providing a facility for the repair of aircraft radios and electrical systems, instruments, propellers and other accessories for aircraft. The entity shall be capable of providing a shop, or a combination of shops for the repair. This category shall include the sale of new and/or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right. The avionics section of the services offered must maintain current qualifications of FAR Part 145 Class I and II FAA-Designated Repair Station.

8.3 AIR TAXI AND CHARTER

An aircraft charter and air taxi operator is an entity engaged in the business of providing air transportation under FAR Part 121 or Part 135 for persons or property to the general public for hire, either on a commercial charter basis or as an air taxi operator.

8.4 AIRCRAFT RENTAL

An aircraft rental operator is an entity engaged in the rental of aircraft to appropriately qualified pilots.

Deleted: entity

8.5 AIRCRAFT SALES

An aircraft sales facility entity is an entity engaged in the sale of new or used aircraft in or which will be placed in an airworthy condition and either owned by the entity or the entity serving another under a brokerage agreement.

8.6 FLIGHT TRAINING

A flight training facility operator is an entity engaged in instructing pilots in dual- and solo-flight training in fixed or rotary wing aircraft and provides such related ground school instruction as is necessary to taking a written examination and flight check for the category or categories of pilot's licenses and ratings involved. The entity shall meet the standards expressed under FAR Parts 61 or 141.

8.7 SPECIALIZED COMMERCIAL AERONAUTICAL ACTIVITIES

A specialized commercial aeronautical activity is an entity engaged in aircraft support service or in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

- (a) Nonstop Sightseeing Flights.
- (b) Aerial Photography or Survey.
- (c) Firefighting.
- (d) Power Line, Underground Cable, or Pipeline Patrol.
- (e) Flying Clubs
- (f) Other Miscellaneous Activities Directly Related to Aircraft Support or Transportation Service.

8.8 AIRCRAFT HANGAR OPERATOR

An aircraft hangar operator is an entity engaged in the ownership or lease of aircraft hangars providing aircraft storage for its tenants. The entity may sublet hangar space for aircraft storage with prior approval of the City. Any such subletting shall be subject to all minimum standards set forth herein. The sublessee must agree to fully cooperate with the City in seeing that these standards are complied with and shall comply with any reasonable request or direction of the City as it relates to the enforcement of these standards.

8.9 MINIMUM STANDARDS FOR ALL COMMERCIAL AERONAUTICAL OPERATORS

8.9.1 Ground Space and Improvements

- (a) The entity may lease from the City a building or an area of land on which will be erected a building (or sublease with the approval of the City) to provide:
 - (1) Sufficient area to accommodate the entity's activities and operations.
 - (2) Paved walkways with all points of access will conforming to criteria specified in the Americans with Disabilities Act (ADA).
- (b) The entity shall provide a paved aircraft apron within the leased area to accommodate the movement of aircraft from its facility to the taxiway complex.

Deleted: from an FBO or commercial operator

8.9.2 Scope of Service

- (a) The entity shall have its premises open and services available to meet the demand for this category of service. The entity shall also make its telephone contact number(s) available to its customers.

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- (b) The Entity shall have in their employ (and on duty during the required operating hours) trained and property certified personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed or services to be provided. The entity shall have and be able to provide evidence of proper FAA certifications.
- (c) The entity shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for the work being performed.
- (d) As required by the nature of its operation, the entity shall own or provide under a written agreement (a copy of such agreement shall be provided to the City upon request), not less than one (1) certificated air worthy aircraft, that is capable of meeting the requirements of the work to be performed or services to be provided.
- (e) As required by the nature of its operation, the entity shall make aircraft and engine logs (or current copies) available for customers to review upon their request.

8.9.3 Minimum Insurance Requirements

The entity shall provide certificates of insurance providing the coverage's and in the amounts specified in their applicable lease, rental or other agreement.

9.0 MINIMUM STANDARDS NON-COMMERCIAL OPERATORS

9.1 STATEMENT OF CONCEPT

An entity which desires to operate from privately-owned hangars which may include related services for its own aircraft, such as aircraft tie-down and parking, shall meet the following minimum standards:

9.1.1 Privately Owned Conventional Hangars

9.1.1.1 Land Lease and Improvements

The leasehold shall contain sufficient land to provide space for all buildings, paved aircraft apron, paved automobile parking, vehicular driveways and service access ways, and minimum building setbacks from edges of the leasehold. In addition to the minimum leasehold requirement for hangar facilities, the entity shall provide, if needed, paved taxiway access to the airport's existing taxiway system. Such taxiways provided by entity shall be constructed in full conformance with design criteria as specified by the City pursuant to Section 5.11(c). Adequate parking shall be provided to avoid on-street parking and to not hinder aircraft movement.

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Deleted: A minimum parking space to accommodate **ten (10) automobiles** (no on-street parking) shall be provided....

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9.1.1.2 Conventional Hangar Building

A building and necessary paved aircraft access or parking apron shall be constructed on the leasehold which will provide hangar and other space suitable to accommodate the tenant's needs. All building and construction plans shall be approved by the City in a timely manner and not unreasonably withheld.

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9.1.1.3 Services Permitted

Lessee may hangar, tie-down, repair, clean, and otherwise service its own aircraft, or those under its control, provided it does so with its own employees or persons under contract for the same services. Lessee may sell, rent or sublease hangar space, or otherwise provide any service to another airport user only as approved under the conditions specified in these standards.

Deleted: Lessee may hangar, tie-down, adjust, repair, refuel, clean, and otherwise service its own aircraft, provided it does so with its own employees and provided that it is permitted to do so by the City. Lessee shall not sell, barter, trade, share, sub-lease, or in any other manner provide hangar space, fuel or fueling facilities to any other airport tenant or user, or to any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the airport lease agreement. ¶

¶

Lessee shall use the leased premises solely for the storage, maintenance, and servicing of its own aircraft. No commercial activity of any kind shall be permitted on the premises. No aeronautical services of any kind except operation and servicing of its own aircraft shall be permitted on the premises. Commercial activity is herein defined as the operation of any business for the exchange, trading, buying, hiring, selling, or bartering of any commodities, goods, services, or property of any kind, or any other revenue-producing activity, whether or not a profit is produced. ¶

¶

Hangar, office, shop, or ramp space shall not be shared, subleased or used by anyone other than the Lessee of the Premises. Lessee shall not exercise any other rights or privileges reserved to commercial Fixed Base Operators or Commercial Aeronautical Operators at the airport. **9.1.1.4**

9.1.1.4 Minimum Insurance Requirements

The entity shall provide certificates of insurance providing the coverage's and in the amounts specified in their applicable lease, rental or other agreement.

9.1.2 Privately Owned T-Hangars

An entity who desires to construct and operate from a privately owned T-Hangar shall meet the following standards;

9.1.2.1 Land Lease and Improvements

The leasehold shall be located in accordance with the Airport Layout Plan, shall maximize utilization of the area and be compatible with existing and planned future facilities.

9.1.2.2 T-Hangar Building

A pre-engineered, metal building of "T-Hangar" type design shall be constructed on the leasehold which will provide hangar space suitable to accommodate the tenant's. All building and construction plans shall be reviewed by the City to insure compatibility with other airport development and operations.

9.1.2.3 Services Permitted

~~Lessee may hangar, tie-down, repair, clean, and otherwise service its own aircraft, or those under its control, provided it does so with its own employees or persons under contract for the same services. Lessee may sell, rent or sublease hangar space, or otherwise provide any service to another airport user only as approved under the conditions specified in these standards.~~

Deleted: NOTE: RE-WRITE THIS FOR THIRD PARTY T-HANGAR DEVELOPER¶

9.1.2.4 Minimum Insurance Requirements

The entity shall provide certificates of insurance providing the coverage's and in the amounts specified in their applicable lease, rental or other agreement.

Deleted: Lessee may hangar, adjust, repair, clean, and otherwise service its own aircraft, provided it is done by Lessee or an employee of the Lessee. Lessee shall not sell, barter, trade, share, sub-lease, or in any other manner provide hangar space to any other airport tenant or user, or to any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the airport lease agreement. Only one aircraft may be stored in hangar.¶
¶ Lessee shall use the leased premises solely for the storage, maintenance and servicing of its own aircraft. No commercial activity of any kind shall be permitted on the premises. No aeronautical services of any kind except operating and servicing of its own aircraft shall be permitted on the premises. Commercial activity is herein defined as the operation of any business for the exchange, trading, buying, hiring, selling, or bartering of any commodities, goods, services or property of any kind, or any other revenue producing activity whether or not a profit is produced.¶