



# Lockhart

TEXAS

## Lockhart Municipal Airport Minimum Standards

## Minimum Standards

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# DEFINITIONS

**Accident:** A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

**Advisory Board:** City appointed board that makes recommendations to the City pertaining to Airport related matters.

**Advisory Circular (AC):** FAA publications consisting of all non- regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

**Aeronautical Activity:** Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft Sale of aircraft parts Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non- aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In- flight food catering
- Barber shops
- Auto parking lots

**Air Traffic:** Aircraft in operation anywhere in the air or, when under their own power, on the ground.

**Aircraft:** Means any device intended to fly in the air.

**Aircraft Charter and Air Taxi Services:** An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on a basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

**Aircraft Fuel:** Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

**Aircraft Operator:** Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

**Airport Layout Plan (ALP):** An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed nonaviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

**Airport Master Plan (AMP):** Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a written report.

**Airport Owner:** The Airport Owner is the City of Lockhart.

**Airport Rates and Charges:** A schedule of fees approved by the City payable by users and Operators at the Airport.

**Airport Tenant:** A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

**Airside:** The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to an Airport surface such as runways, taxiways, or aprons.

**Airspace:** Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

**Air Traffic Pattern:** The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

**Apron:** A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

**Avionics, Instruments or Propeller Repair Services:** A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

**AWOS (Automated Weather Observation System):** AWOS is a fully configurable airport weather system that provides continuous, real-time information and reports on weather conditions. This information

includes barometric pressure, wind speed and wind gusts, temperature and dew point, visibility, sky condition, precipitation, thunderstorms, freezing rain and runway surface conditions.

**Based Aircraft:** Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

**Building:** Main portion of a structure, all projections, or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves, and porches.

**Building Area:** An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

**City:** The City of Lockhart, Texas and Owner of the Lockhart Municipal Airport.

**Commercial Operator:** Person who provides goods or services at the Airport for compensation. Such activities are deemed " Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non- profit, charitable, or tax exempt.

**FAA:** Federal Aviation Administration.

**FAR:** Federal Aviation Regulations.

**Fixed Based Operator (FBO):** A commercial business granted the right by the City to operate on the Airport and provide aircraft fueling and line service along with other aeronautical services such as hangaring, tie-down, parking, aircraft rental, aircraft maintenance, and flight instruction.

**Flagging and/or Hawking:** Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). " Flagging" and/ or "Hawking" is Prohibited on the Lockhart Municipal Airport.

**Flying Club:** An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

**Fuel Flowage Fees:** Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

**Hangar:** Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

**Hazardous Material:** Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, agency or instrumentality of the United States, the State of Texas, or any political subdivision thereof.

**Improvements:** All buildings, structures, and facilities, including pavement, fencing, signs, and landscaping, constructed, installed, or placed on, under or above any leased area by or with the concurrence of a lessee.

**Landing Area:** Any locality, either on land or water, including Airports, heliports and STOL ( Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

**Landside:** The general public common use areas of the Airport such as public roadways, parking lots and buildings.

**Lease:** A written agreement between the City and a person granting permission to use Airport land and/ or buildings, and/ or authorizing the conduct of specified activities.

**Line Service:** The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

**Non-Commercial Operators:** A person or entity that neither offers nor provides goods or services to the public for compensation.

**Operator:** Any person conducting Aeronautical Activity at the Airport.

**PAPI (Precision Approach Path Indicators):** The PAPI system primarily assists by providing visual glide slope guidance in non- precision approaches environment. These systems have an effective visual range of at least 3 miles during the day and up to 20 miles at night.

**Ramp:** Paved area suitable for aircraft parking.

**Repair Facility:** Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments, and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

**Roadway:** Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not. Runway: Segments of land at the Airport prepared and marked for use by aircraft in taking- off and landing.

**Specialized Aviation Services Operator (SASO):** A person offering one of more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft/Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services
5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services

- 8. Specialized Commercial Flying Services
- 9. Aerial Applicators
- 10. Mobile Aircraft Washing Services
- 11. Mobile Aircraft Maintenance and Repair Services

SASOs are not authorized to offer aircraft fueling.

**Specialized Commercial Flying Services:** A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

- 1. Non- stop sightseeing flights that begin and end at the same Airport.
- 2. Aerial advertising
- 3. Aerial photography or survey
- 4. Power line or pipeline patrol
- 5. Fire fighting
- 6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation

Regulations

**Sublease:** Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

**Taxilane:** Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

**Taxiway:** Defined path established for the taxiing of aircraft from one part of the Airport to another.

**Taxiway Safety Area:** A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

**Terminal Apron:** The paved or surface-treated area adjacent to the terminal building reserved for used by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month-to- month parking.

**Terminal:** Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, and conference area.

**Tie- Down:** Area within an open- air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

**Transient Aircraft:** Aircraft that is not a Based Aircraft at the Airport.

**T- Hangar:** An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.



# **SECTION 1**

## **GENERAL STANDARDS**

## **Section 1      General Standards**

The following Minimum Standards for Commercial and Non- Commercial Operators at the Lockhart Municipal Airport (" Minimum Standards") have been adopted by the City of Lockhart City Council for the Lockhart Municipal Airport ("Airport"). The definitions used in this document are located before Section 1. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

**1. The Airport Owner retains the right and/or obligation to do the following:**

- A.** Perform any or all of the functions of an FBO. If so inclined, the Airport Owner may retain a proprietary right to offer any or all FBO services and/ or products and allow no FBO to offer the same services or products at the airport.
- B.** Enter into contracts with other FBO's to operate similar or competitive businesses at the Airport without regard to the wishes or desires of existing FBOs. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the Airport Owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.
- C.** Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the Airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
- D.** Maintain the Airport in a safe and serviceable condition.
- E.** Collect all fees for the use of the Airport; these fees include lease hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The Airport Owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.

**F.** Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.

**G.** Impound any personal property, tools, furniture, aircraft (excluding transient aircraft not owned by the lessee), or equipment located on the leased property and hold or liquidate such until all fees and taxes due the Airport Owner are paid, subject to a court judgment.

**H.** Reserve the right to take any actions necessary to protect the safety and usability of the Airport and the approach surfaces to all runway ends.

## **2. Payment and Fees**

**A) Service Charge** - An FBO must pay all responsible rentals, fees, or charges in a timely manner. The Airport Owner retains the right to assess a service charge for any late payments due to the Owner.

**B) Bond** - An FBO must show proof of financial responsibility or be properly bonded with the Airport Owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

**C) Utilities** - An FBO must arrange for water and wastewater, gas, electricity, telephone, and any other utilities it uses on the Airport and pay all responsible charges in a timely manner throughout the term of the lease.

**D) Taxes** - An FBO will pay all responsible taxes in a timely manner.

**E) Other Bills** - An FBO will pay all responsible bills in a timely manner.

## **3. Implementation Official.**

The City Manager or his designee shall enforce the Minimum Standards.

## **4. Airport Open on Nondiscriminatory Basis.**

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory basis. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

## **5. Hangar Space.**

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

## **6. Compliance with laws and Health, Fire, Construction, and Zoning Codes.**

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction at the Airport shall comply with all generally applicable building codes adopted by the City.

**7. Inspections.** To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the City Manager or his designee, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

**8. Surface Vehicles, Limits on Weight.**

No vehicle with dual-wheeled axle loadings of more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

**9. Civil Rights.**

Persons using this Airport shall comply with all provisions of applicable civil rights laws and regulations, as said laws and regulations may be amended periodically, including but not limited to the Civil Rights Act of 1964 and Title 49 C. F. R. § 21. 1 et seq. implementing Part 21 NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 of the Regulations of the U. S. Department of Transportation.

**10. Surface Vehicles on Airport.**

Except to the extent needed to service or load aircraft or to access hangars, no private or commercial vehicle shall be driven or parked on any area other than designated roads or automobile parking areas.

**11. Complaints.**

Complaints against any Aircraft Operator, Owner, or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the City Manager's office.

**12. Use of Land within the Airport.**

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if: A) the primary Aeronautical Activity is not interfered with; B) it is not in violation of FAA regulations; C) is specifically authorized by the City; and D) if such secondary use will benefit the Airport or provide better for its maintenance or development.

**13. Living Quarters.**

No person may establish permanent living quarters on Airport property. The City may grant an exception for "Emergency Response" personnel.

**14. Taxiway Access.**

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator' s premises.

## **15. License, Certificates, and Authorizations.**

Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

- A) Rights under a license, authorization, or contract granted by the City are not exclusive rights.
- B) The City may terminate a license, permit or agreement after giving written notice of default if the recipient fails to cure its default within sixty (60) days, or such other time as may be specified in the license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 4. The City may terminate the lease, license, permit or agreement upon fourteen (14) days' written notice if the Licensee fails to maintain the required insurance.
- C) No improvements or modifications to Airport property may be made without the prior written consent of the City.
- D) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written approval of the City.

## **16. Solicitation and Conduct**

- A) An FBO will not engage in the solicitation of its fueling or other services on or about the Airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the Airport Owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.
- B) An FBO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the Airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved, or which would be incompatible with the best interest of the public of the Airport. The Airport Owner has the right to resolve all such disputes, disagreements, or conflicts and the Airport Owner's determination will be binding upon all FBO' s operating at the Airport.

## **17. Rules**

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, International Fire Code, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil.

**SECTION 2**  
**CONDUCTING BUSINESS AT THE AIRPORT**

## **Section 2      Conducting Business at the Airport**

### **1. Conducting Business at the Airport.**

All Commercial Operators must obtain a permit, license, lease, or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator' s Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

### **2. Requirements of all Commercial Operators.**

Each Commercial Operator shall:

- A) Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.
- B) Maintain insurance as required by the Minimum Standards.
- C) Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set and agreed to in the land lease. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.
- D) Control the conduct and demeanor of its personnel, subtenants, licensees, and invitees.
- E) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection systems, sprinkler system, alarm system or fire hydrant and hoses.
- F) Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state, and local guidelines.
- G) Meet all requirements outlined in the City of Lockhart's Code of Ordinances, Construction Standards, and Storm Drain and Flood Control requirements.
- H) An Operator may not utilize space or land leased to another without permission from Lessee.

### **3. Multiple Activities by One Commercial Operator.**

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety, and welfare, shall control as determined by the Airport Owner.

**4. Activities not Covered by Minimum Standards.**

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by- case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

**5. Waiver or Modification of Standards.**

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non- profit public services, emergency response, fire protection or fire-fighting operations.

**6. Airport Business Permit Application Process.**

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application (Appendix "A", subject to periodic revisions) and receive approval from the City. The application can be obtained from the Public Works Department of the City of Lockhart. In addition to the following requirements, the City may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

- A) A detailed description of the scope of the intended operations, including all services to be offered.
- B) The amount of land, office space, and/ or aircraft storage areas required for the operation.
- C) A detailed description of any improvements or modifications to be constructed or made to Airport property.
- D) The proposed hours of operation.
- E) A copy of a current lease/sublease or other agreement with the City or an Airport tenant.
- F) Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

The completed application and documentation shall be submitted to:

Mailing address:

City of Lockhart

Public Works Department

P. O. Box 239

Physical address:

City of Lockhart

Public Works Department

308 W. San Antonio Street



**7. Application Processing.**

The City shall review fully completed and submitted applications within sixty (60) days of submission. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

- A) The applicant does not meet the qualifications and standards set forth in the Minimum Standards.
- B) The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.
- C) No appropriate space or land is available to accommodate the proposed activities.
- D) The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.
- E) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.
- F) The applicant or any of its principals has a history of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards. The applicant must inform the City of any newly added partners. These partners as subject to all provisions of the minimum standards.
- G) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 2, Conducting Business on the Airport. I) Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

**SECTION 3**  
**COMMERCIAL OPERATIONS**

### **Section 3      Commercial Operations**

#### **1. General**

Prior to operation a Fixed- Base Operator (FBO) or Specialized Aviation Services Operation (SASO), an application must be filed, and approval must be granted by the City.

#### **2. Fueling**

Only an approved FBO may sell aviation fuel to the public pursuant to an approved fuel license. Private fuel storage facilities are not permitted on the Lockhart Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: ( 1) obtains written permission from the City after demonstrating compliance with all applicable entities, regulatory agencies and is compliance with AC- 150/ 519016; ( 2) obtains written permission from the City Fire Marshal; and ( 3) provides written evidence of insurance covering such activity and complying with Section 5.

#### **3. Fixed- Base Operator (FBO)**

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of Section 2, Paragraph 2, an FBO must meet and maintain the following requirements:

A) Land and Facility Requirements. An FBO must have a lease and facility meeting the following requirements:

- 1) Terminal Building: An FBO must have use of a tenant developed Terminal building (non- hangar space) consisting of at least 2, 000 square feet with a minimum of at least 1, 000 square feet dedicated to customer service and support functions.
- 2) The Terminal Building may be attached to the Hangar Facility.

B) FBO Services An FBO must provide the following services:

## 1) Hours of Operations

An FBO must provide Jet A and/or Avgas for aircraft fueling and line services seven (7) days per week, from 7: 00 AM until at least 7: 00 PM. An FBO shall also be on-call twenty-four (24) hours per day with afterhours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in Section 3. 24- hour contact information must be posted on- site and provided to the City of Lockhart Public Works Department.

## 2) Aviation fueling

a) In accordance with local, state, and federal requirements, the FBO shall comply with the latest adopted edition of the International Fire Code (IFC) as published by the International Code Council (ICC) and as amended by local ordinance. Additionally, the FBO shall comply with the NFPA 407 Standard for Aircraft Fuel Servicing Latest Edition as published by the National Fire Protection Association and is unamended. Lastly, the FBO shall comply with FAA Advisory Circular 150/ 5230-4B, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

b) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling vehicle. All Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2, 000 gallons. Avgas refueling vehicle shall have a minimum capacity of 300 gallons, if applicable. An FBO shall arrange for back- up refueling vehicles with the same capabilities and minimum capacities). All equipment must be inspected and approved by the City prior to its use for Airport purposes. The metering devices shall be annually checked, inspected, and certified by appropriate state agencies. The City may inspect such periodically to ensure equipment compliance with all standards.

c) The FBO shall require all of its fuel- handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, the City, TxDOT, and FAA may periodically inspect the FBO' s activities and personnel to ensure adherence to safe practices.

d) The FBO shall develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the City. The SOP shall include a plan of action in case of a fuel spill. Any changes or updates to the SOP must be immediately communicated to the City of Lockhart Public Works Department. All fuel trucks/equipment shall meet all applicable local, state, and federal codes and be approved for use by the local Fire Marshal and City Manager or his designee and meet

the requirements of the latest edition of the National Fire Protection Association Standard, 407 — Standard for Airport Fuel Servicing, ", published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.

e) All mobile fuel trucks must be parked on a paved surface.

### 3) Aircraft line services

a) The FBO shall employ and have on duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft services and related customer services and support.

b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.

c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.

d) The FBO shall maintain the tools and necessary supplies for the servicing of aircraft types expected to use the Airport.

### 4) Concierge Services

The FBO must have:

a) Available a minimum of one (1) courtesy car for customer services and support.

b) Provide public access to WIFI.

c) A pilot and passenger lounge with restrooms, water and/ or coffee or other drinks that may be provided complimentary or for sale.

### **C) Subcontracting Services, Subleasing; Restrictions**

1) The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and, in such areas, as are approved by the Airport Management. The subcontractor must be based on the Airport.

2) The FBO shall not sublease, permit, or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

### **D) General Requirements**

The FBO is required to perform the following functions or abide by the following rules:

- 1) Make its business open to all forms and classes of Aeronautical Activity.
- 2) Obtain approval from the City before reducing any services included in the FBO's agreement with the City.
- 3) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.
- 4) Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.
- 5) Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their locations.
- 6) The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

**E) Fees to Include Fuel Flowage Fees**

- 1) The FBO shall pay the Airport Fuel Flowage Fees on all fuel, Jet A, Vehicle, Diesel, etc. dispensed on Airport property.

**4. Specialized Aviation Services Operator (SASO)**

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of Conducting Business at the Airport, Section 6, a SASO must meet the following requirements:

**A) General Requirements**

A SASO must meet the following general requirements and all requirements in Commercial Operations Sections 5 thru 15 specific to each activity the SASO will conduct:

- 1) The entity must have:
  - a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of twelve (12) months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City Council.
  - b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO. The sub-lessee SASO shall meet all the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall

specifically define those services to be provided by the lessee to the sub- lessee that shall be used to meet the standards.

2) A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.

b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.

c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.

d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the needs of the operations proposed.

## **5. Aircraft Sales**

All SASOs conducting Aircraft Sales must meet the following additional requirements:

A. If dealing in Aircraft, maintain an approved aircraft dealer's certificate from the FAA (if selling more than two (2) aircraft per year).

B. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

## **6. Airframe, Engine and Accessory Maintenance and Repair Services**

All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

B. Employ and have on duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.

C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities unless the activity needs to be done outside of a hangar. Specific lease agreement and/ or fire codes shall determine what hangars and other structures shall be approved for aircraft Maintenance and Repairs.

D. Hangar space shall be leased for such SASOs operations.

E. All maintenance and or repair services shall comply with the 2015 Edition of the International Fire Code (IFC) and applicable National Fire Protection Association (NFPA) Standards latest editions to include but not limited to NFPA 409 Standard for Aircraft Hangars, NFPA 410 Standard on Aircraft Maintenance.

### **7. Aircraft Leasing or Rental Services**

All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements: A. Maintain all required FAA licenses, if required.

### **8. Flight Training Services**

All SASOs conducting flight training services must:

A. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

### **9. Avionics, Instruments or Propeller Repair Services**

All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair service and/ or install.

B. Employ and have on duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.

C. Conduct operations or business activities only inside hangars or other structures designed for such functions, unless the activity needs to be done outside of a hangar.

### **10. Aircraft Charter and Air Taxi Services**

All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

A. Have current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

B. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

### **11. Hangar Leasing Services**

All SASOs conducting Hangar Leasing Services must:



A. Lease sufficient land to accommodate the proposed number of hangars and/ or T- Hangars based on the following:

1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T-Hangars.

B. Register with the City the Aircraft based at the Airport stored within the Operator's Hangars or T-Hangars.

## **12. Specialized Commercial Flying Services**

All SASOs conducting Specialized Commercial Flying Services must:

A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

## **13. Aerial Applicators**

No person may use the Airport for loading, unloading, airframe/ hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains a SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Lockhart and Caldwell County.

## **14. Mobile Aircraft Washing Services**

Aircraft washing is restricted to designated wash rack areas and/ or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

A. Obtain approval of an Aircraft Washing Plan that contains the following information:

1. Name of individual/ company conducting washing services, contact name and phone number.
2. A site map of the area in which washing will occur. The site map must contain the following:
  - a) An outline of the washing location to include location of runoff control structures.
  - b) Approximate distance (in feet) from washing area to nearest drain(s).
  - c) Reference to buildings, terminal, roads, etc.
  - d) North arrow.

B. A detailed description of washing method/ operation, including the following details:

1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).
2. Amount of water used per wash and frequency of operation.

3. Name, amount of chemical(s) used per wash.

4. If " dry" washing or washing/ coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).

C. Safety data sheets (SDS) for all chemicals to be used.

D. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property, the following steps must be taken:

1. Disposal of wash/wastewater must be done through an oil/water interceptor into the sanitary sewer system; and

2. Approval for the discharge of wash/wastewater on Airport property must be obtained from the City. The approval letter must be included in the final washing plan.

### **15. Mobile Aircraft Maintenance and Repair Services**

All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.

B. Conduct all activities inside hangars, when feasible.

# **SECTION 4**

# INSURANCE

## **Section 4      Insurance**

### **1. General Insurance Requirements**

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/ operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B++. " Claims Made" policies will not be accepted. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, managers, agents, and employees as " Additional Insureds," and the Operator shall furnish to the City certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal thirty (30) day notice to City of cancellation, or material change of any policy limits or conditions. The City may require that a complete copy of an insurance policy be submitted to the City. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within fourteen (14) days from the date of notice.

### **2. Insurance on all Structures**

At all times during the term of the lease of land at the Airport, the lessee, at its own expense, shall maintain insurance in the amount of one hundred percent ( 100%) of the replacement value on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage or destruction by fire, accident, hurricane, lightning, windstorm, hail, explosion, vandalism, smoke and other perils.

**3. Schedule of Minimum Insurance Requirements**

All Fixed-Based Operators Specialized Aviation Service Operators, and all other Operations/Users must meet or exceed all FAA minimum insurance requirements.

A. Fixed-Based Operator

- \$1,000,000 Commercial general aviation liability policy with coverage for premises, operations, and product liability.
  
- \$1, 000, 000 Products and Completed Operations Liability
  
- \$1, 000,000 Hangar Keeper's Liability
  
- \$1, 000, 000 Aircraft liability, with coverage for bodily injury and property damage, including passengers.

B. Specialized Aviation Services Operator (SASO)

- \$1,000,000 Commercial general aviation liability policy with coverage for premises, operations, and products liability.
  
- \$1, 000, 000 Aircraft liability, with coverage for bodily injury and property damage, including passengers.

C. All Other Operations/Users

- \$1,000,000 General aviation liability policy with coverage for premises, operations, and products liability.

**5. Special Instructions**

A. Any Aircraft Operator seeking to " self-fuel," as defined in FAA Advisory Circular 150/ 5190-6 shall have a minimum \$1, 000,000 general liability policy that contains an endorsement specifically permitting self-fueling.

B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Comprehensive Business Automobile Liability with a minimum combined single limit of 1, 000, 000 per occurrence for bodily injury and property damage. The coverage shall include all, hired and non-owned automobiles

**6. Additional Insurance Required**

In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator' s activities.

# SECTION 5

## BUILDING/ IMPROVEMENT STANDARDS

### Section 5      Building/ Improvement Standards

#### **1. Buildings and Structures**

All buildings and structures owned by Operators on the Airport shall comply with State and local laws, codes, and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

#### **2. Maintenance of the Airport**

Each Lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, mow, free from any type of hazard of life, limb, or property, free from junk and debris. Maintenance of areas not leased shall be the responsibility of the City.

#### **3. Buildings and Structures Standard**

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/ or masonry construction, paved floors, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/ or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

#### **4. Construction Process**

**Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections.**

#### **5. Notice of Proposed Construction or Alteration**

Prior to any new construction or alteration of an existing structure a Form 7460- 1 should be filed electronically for the permanent building envelope at <https://oceaaa.faa.gov>. In addition, a Form 7460- 1 should also be filed for the temporary construction equipment envelope. The FAA will determine if there are any obstructions to air navigation or navigational facilities and the necessary measures that must take place prior to, or during, construction or alteration.



# SECTION 6

## LEASING

### **Section 6      Leasing**

#### **1. Conflicts in Lease**

Should any portion of these Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Standards for the remainder of the lease term or renewal thereof.

#### **2. Exclusive Rights**

No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If 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 void.

### **3. Ground Lease Applications**

A request shall be made to the City, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:

- A. Concept plan including preliminary sketches of construction and infrastructure build out.
- B. Timeline to complete project.
- C. Intended aeronautical use of project.

The City will review the request for compliance with Airport Layout Plan, Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. City may at this time request changes to the proposed lease if above listed compliance is not met.

After receipt of a completed request for a lease, the City and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required.

All lease proposals will be forwarded to the City Council meeting with a recommendation from the Advisory Board.

### **4. Fees Due from Operators at/on Airport**

The following shall be due and payable to the City on or before the 10th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

- A. Sums due under any leases of land or land with improvements.
- B. Sums due under any agreement granting operating rights at or from the Airport.

### **5. Terminal Apron Leasing**

No two (2) or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

### **6. Lease Cancellation/Reduction in Scope**

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum

facilities, as described in the lease with the City, no later than one (1) year from the date of the lease agreement, provided however, that the City may grant such extensions as the City may deem necessary. The facilities shall be completed no later than one (1) year after construction commences. Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, City may lease the tract to another qualified person in accordance with procedures set out elsewhere herein. Partial Cancellation: If a lessee after such two (2) year period ( and any extension that may be granted by the City) is using only part of the area leased to him, the City may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a FBO's or a SASO's lease be reduced below the minimum required acreage for such Operators.

**7. Lease Charges/Escalation Clauses/Terms**

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed thirty (30) years.

**8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles**

A. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA approved license holder. The City may send a written request for proof of airworthiness to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within twenty (20) days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the City a letter from such facility stating that repairs necessary to render the Aircraft airworthy are being undertaken and the estimated date of airworthiness. 37 151

B. If an Aircraft Owner fails to respond appropriately within thirty (30) days to an airworthiness enquiry letter then the City may assess additional rent in the amount of (fifty dollars) \$ 50 per day for each day beyond thirty (30) days that the Aircraft remains at the Airport.

C. If an Aircraft remains in an outdoor parking space for more than sixty (60) days beyond expiration of the thirty (30) day response, the City may move such Aircraft to other hangared or outdoor parking area as it deems appropriate. Rent after such sixty (60) day period shall be assessed at (one hundred dollars) \$ 100 per day.



# **APPENDIX A**

## **BUSINESS APPLICATION**