

**MINIMUM STANDARDS**  
**FOR**  
**ARANSAS COUNTY AIRPORT**  
**FIXED BASE OPERATORS AND TENANTS**

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The ARANSAS COUNTY COMMISSIONER COURT shall hereinafter be referred to as the Airport Authority.

The following minimum standards and requirements for commercial aeronautical activities have been established in the public interest for the safe and efficient operations of the Aransas County Airport; to enhance its orderly growth; to preclude the granting of any exclusive right to conduct an aeronautical activity in violation of Section 308 (a) of the Federal Aviation Act of 1958; to conform to Title VI of the Civil Rights Act of 1964 and Part 21 of the Department of Transportation regulations; and to assure to all lessees the availability of airport property on fair and reasonable terms.

1. A Fixed Base Operator (FBO) is defined as any person, firm, or corporation performing any of the functions or furnishing any of the services as hereinafter set out for FBO at the Aransas County Airport. No person, firm, or corporation shall engage in any commercial activity as a FBO as herein defined unless the same is done in compliance with the standards, rules and regulations herein set forth.
2. An Airport Tenant is defined as a person, firm, or corporation leasing property at the Aransas County Airport who is not a FBO. An Airport Tenant may hangar his aircraft on his leased property subject to the provision of Category "H" hereof.
3. All FBOs and Airport Tenants shall protect the public generally, the customers or clients of such FBOs, and the County of Aransas from any and all lawful damages, claims, or harms, by having adequate liability insurance with a company authorized to do business in the State of Texas with limits of not less than \$250,000 per person, \$1,000,000 for each occurrence for personal injury, and \$500,000 property damage with the County of Aransas named as and additional insured, which policies may be approved by the Airport Authority and a certificate of insurance thereof furnished to the Authority. It is further understood that as circumstances in the future dictate, the County of Aransas may require an increase in bodily injury and property damaged insurance.
4. A FBO shall satisfy the Authority that it is technically and financially able to perform the services of a FBO. This shall include the responsibility for demonstrating continued financial solvency and business ability by submitting an annual balance sheet, credit references and any other proof that the Airport Authority may require from time to time.
5. Any person, firm, or corporation capable of meeting the minimum standards set forth herein for any of the stated FBO categories is eligible to become a FBO at the airport, subject to the execution of a written lease for not less than five (5)

years containing such terms and conditions as may be determined by the Airport Authority. A FBO or Airport Tenant shall not engage in any business or activity on the airport other than that authorized under his particular category or categories. Any FBO desiring to extend his operation into more than one category or to discontinue operation into more than one category or to discontinue operation in a category, shall first apply in writing to the Airport Authority in a category, shall first apply in writing to the Airport Authority for permission to do so, setting forth the reasons and conditions for the request. The Airport Authority shall respond to the request in writing within 30 days. The Airport Authority shall grant or deny the request based on the FBOs proof of financial and technical ability. Each FBO shall provide his own building, personnel and equipment, and other requirements as herein stated upon land leased from the authority. (With permission of the Airport Authority, this requirement may be satisfied by sublease of such space at the Aransas County Airport.)

6. All FBOs at the airport shall provide ample lounges and restrooms for their customers and shall make telephone service conveniently and readily available for public use.
7. All construction required for such operators shall be in accordance with design and construction standards required or established by the Airport Authority for the for the facility of activity involved. Any construction must not violate the building restriction lines, clear zones, approach zones, or transition zones. The lessee shall be responsible to advise the mortgage holder, if any, that in the event of repossession of the building by owner or mortgage holder, the hangar or building can only be used for aviation purposes. Title to all building and appurtenances which may be built on Authority property shall revert to the Airport Authority, when and if the subject lessee vacates the lease for any reason. All operators shall be required to furnish the Airport Authority payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the Airport Authority.
8. The rates or charges for any and all activities and services of such operator shall be determined by the operators, subject to the approval of the Airport Manager, and subject further to requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the service.
9. All FBOs at the airport shall be full-time financially sound business enterprises, with adequately manned and equipped facilities, and observe normal or specifically required business hours.

10. All FBOs shall, at their own expense, pay all taxes and assessments against any building or other structure placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.
11. All operators shall abide by and comply with all state, county and city laws and ordinances, the rules and regulation of the Airport Authority and the rules and regulations of the Texas Aeronautics Commission and the Federal Aviation Administration and their successor agencies.
12. In the event the Airport Authority constructs the physical plant facilities (hangar, etc.) for use by any operation under the provisions of any lease or other contract, such lease or contract with such operators shall be on such terms and conditions as to guarantee a full return of the investment within ten (10) years, plus interest and reasonable rental for use during such period.
13. All operators shall provide and pay for all lights, gas, electrical current, water, sewer charges and garbage collection charges used or incurred anywhere in or about the leased premises, and shall pay the charges made therefore by the suppliers thereof promptly when due.
14. All contracts and leases between such operators and the Airport Authority shall be subordinate to the provisions of any existing or future agreement between the County of Aransas and the United States and the State of Texas, relative to the operation or maintenance of the Airport, to execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.
15. No FBOs shall sublease or sublet any premises leased by such lessee, without the prior written approval of the Airport Authority, and any such subletting or assignment shall be subject to all of the minimum standards herein set forth.
16. In the event lessee sublets any portion of his lease, the sub lessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the Airport Authority in the compliance of these standards. The sub lessee shall immediately comply with any reasonable request or direction of the Airport Authority as it relates to the enforcement of these standards.
17. In the event that the lessee or sub lessee fails to comply fully with the standards or fails to comply with the reasonable request or direction of the Airport Authority as it relates to these standards, said lessee or sub lessee shall be in default. If said default continues for more than three (3) days after notice of said default, the Airport Authority may terminate the lease. Said lessee is responsible for performance of the sub lessee.
18. FBOs shall have the right to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of lessee.

19. Beginning with the effective date of adoption of these minimum standards, leases to FBOs and Airport Tenants shall be limited to a maximum of twenty (20) years. In addition, leases shall, at the discretion of the Airport authority, be subject to review and re-evaluation at the end of each five (5) year period thereof, in relation to the Consumer Price Index. In this regard, when at the end of each said five (5) year period the cost of living index is determined by the Authority to be higher than the previous five (5) year period, the rental terms thereof shall be increased by such percentage of increase or of said Consumer Price Index. If at the end of such five (5) year period the said Consumer Price Index has decreased, the Authority shall take no action to review or re-evaluate the lease.
20. Lessee will at all times during the continuance of the term of the lease and any renewal or extension thereof, conduct, operate and maintain for benefit of the public, the FBO provided for the described therein, and all aspects and parts and services thereof defined and set forth, and will make all such services available to the public and will devote its best efforts for the accomplishment of purposes and will at all times make charges to patrons and customers for all merchandise or material and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary it is expressly understood and agreed that the rights granted thereunder are non-exclusive and the Airport Authority reserves the right to grant similar privileges to another operator or operators upon formal application by the operator, and upon demonstration of compliance with Paragraphs 4 and 5 herein.
21. The Airport authority reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstructions, together with the right to prevent any fixed base operator from erecting, or permitting to be erected, any building, sign, or other structure on the airport which, in the opinion of the Airport Authority, would limit the usefulness of the airport or constitute a hazard to aircraft or violate Federal Aviation Administration FAR Part 77 or the Aransas County Zoning Order.
22. All contracts and leases between such operators and the Airport Authority shall be subordinate to the right of the Airport Authority during time of war or national emergency to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is so made, the provisions of any contracts or leases between such with the provisions of the lease to the government, shall be suspended.
23. Upon adoption of these standards all leases entered into and amendments to existing leases, shall be in accordance with the standards. Present leaseholders shall be granted 12 months to comply with all standards set forth.

24. The lessee shall remove from the airport or otherwise dispose of in a manner approved by the Airport Authority, all garbage, debris, and other waste material (whether solid or liquid) arising out of its occupancy of the premises or out of its operation. Said lessee shall keep and maintain his leased premises in a neat and orderly manner. Lessee shall keep the grass cut and the buildings painted. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles, the same to be made of metal and equipped with tight fitting covers and to be of a design to safely and properly contain whatever may be placed herein. The lessee shall exercise care when effecting removal of all such waste.
25. The Airport Authority reserves the right to further develop or improve all areas of the airport as it deems appropriate. However, the Airport Authority shall notify in writing, at least 60 days prior to planned changes, all lease holders on Aransas County Airport.
26. The Airport Manager or Authorized Agent reserves the right to enter upon any premises leased to FBOs at reasonable times for the purpose of making such inspections as it may deem expedient for the proper enforcement of any covenant or condition of any FBOs contract or lease agreement.
27. The Airport Authority recognizes the right of any person, firm, or corporation operating aircraft on the airport to perform services on its own aircraft with its own employees (including, but not limited to maintenance, repairs and fueling) that may choose to perform. Aircraft fueling accomplished under this provision shall be in strict accordance with any safety regulations and/or ordinances as referred to in Paragraph II.

## **FIXED BASE OPERATOR CATEGORIES**



## **CATEGORY A: FLIGHT INSTRUCTION AND AIRCRAFT RENTAL**

An aircraft rental operator is a person or persons, firm, or corporation engaged in rental of aircraft to the public.

A flight instruction operator is a person or persons, firm, or corporation 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 ride for the category of pilot's licenses and ratings involved.

A Fixed Base Operator in this category shall:

1. Have available on a full-time employment basis a minimum of one instructor pilot with appropriate and current Federal Aviation Administration pilot and medical certificates.
2. Provide and at all times maintain a minimum of one (1) aircraft owned or leased by and under the exclusive control of this FBO which are properly equipped and Federal Aviation Administration certificated for flight instruction and/or rental.
3. Lease from the Airport Authority sufficient land on which to locate all required improvements, and provide a minimum of 450 square feet of classroom and /or office space, to include restrooms.
4. Demonstrate the continuing activity to meet requirements for certification of flight instructor personnel and aircraft by the Federal Aviation Administration.
5. Provide written assurances that personnel operating rental equipment obtained from the subject FBO have appropriate and current Federal Aviation Administration pilot and approved medical certificates.

## **CATEGORY B: AIRCRAFT CHARTER AND /OR AIR TAXI**

An aircraft charter and/or air taxi operator is a person or persons, firm or corporation engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (commercial aviation) or as air taxi operator, as defined in the Federal Aviation Act.

A Fixed Base Operator (FBO) in this category shall:

1. Have available on a full-time basis a minimum of one Federal Aviation Administration certificated pilot with current commercial and instrument ratings and approved Medical Certificates.
2. Lease from the Airport Authority or provide under terms agreeable to the County for his exclusive use minimum of 450 square feet in a building for passenger shelter, restrooms, telephones, and other related conveniences.
3. Provide satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, and ground transportation, handling of luggage, ticketing, and ground transportation, and other related activities.
4. Provide, and at all times maintain, at least one (1) (currently certified with all airworthiness directives accomplished and continuously airworthy) aircraft owned or leased by and under the exclusive control of this FBO properly certificated for air taxi service.
5. Lease from the Airport Authority sufficient land on which to locate all required improvements.

## **CATEGORY C: SPECIALIZED COMMERCIAL FLYING SERVICES**

A specialized commercial flying service operator is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for (one or more of) the activities listed below:

1. Non-stop sightseeing flights that begin and end at the same airport within a 25 miles radius of the airport.
2. Crop dusting, seeding, and spraying.
3. Banner towing and aerial advertising.
4. Aerial photography or survey.
5. Fire fighting.
6. Other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

A Fixed Base Operator (FBO) in this category shall:

1. Furnish suitable arrangements for safe loading, unloading, storage and containment of noxious materials in compliance with State and Federal Regulations. Compliance with all applicable State and Federal Regulations is the sole responsibility of lessee.
2. Furnish a minimum of one (1) aircraft with pilot. The aircraft will be suitably equipped for the specialized operations, with adequate safeguards to prevent spillage of chemicals, or other noxious materials on airport property, and in no way cause or cause to be a hazard to aeronautical operations. The pilot will have appropriate and current Federal Aviation Administration pilot license and approved medical certificates.
3. Lease from the Authority sufficient land on which to locate all required improvements and lease from the Airport Authority or provide under terms agreeable to the Authority, for this exclusive use, a minimum of 350 square feet of office space, to include restrooms.

## **CATEGORY D: AIRCRAFT SALES**

An aircraft sales operator is a person or persons, firm or corporation engaged in the sale of new or used aircraft.

A Fixed Base Operator (FBO) in this category shall:

1. Lease or construct 450 square feet of property lighted and heated space for office and public lounge and public use telephone.
2. Have a minimum of one (1) person current commercial pilot certificate with ratings appropriate for the types of aircraft to be demonstrated.
3. New aircraft dealers shall hold an authorized factory or sub dealership. All aircraft dealers shall hold a dealership license or permit if required by State or Federal laws.
4. A dealer of new aircraft shall have available or on call one current model demonstrator.
5. Provide an adequate supply of parts for the type of aircraft sold (new). Provide for the repair and servicing of aircraft during warranty period by own facilities or through written agreement with repair shop specializing in the make of aircraft sold.
6. The operating hours will be from 8:00 A.M. to 5:00 P.M., a minimum of 5 days a week.
7. Provide Hangar Keepers Liability Insurance for non-owned aircraft left in Lessee's care.
8. Provide products liability \$500,000 each accident (if lessee provides aircraft services).

## **CATEGORY E; AIRCRAFT, ENGINE, PROPELLER, AND MAINTENANCE**

An aircraft engine and airframe maintenance and repair operator is a person or persons, firm, or corporation providing one or a combination of airframe and power plane repair service, but with at least one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed,

A Fixed Base Operator (FBO) in this category shall:

1. Lease from the Airport Authority or provide under terms agreeable to the Airport Authority for his exclusive use a minimum of 2,000 square feet of hangar, shop, storage space and office space, to include restrooms.
2. Furnish facilities and equipment of airframe and power plant repairs with at least one duly Federal Aviation Administration certified A&P Mechanic and such other personnel as maybe necessary. Such airframe and power plant repair shall include facilities for both major and minor repairs of aircraft and engines used in private aviation in this area.
3. If so specified in the lease, and as Airport Authority's agent, demonstrate the ability to and assume responsibility for promptly removing from the public landing area as soon as permitted by cognizant Federal Aviation Administration and Department of Transportation Authorities any disabled aircraft.
4. Lease from the Airport Authority sufficient land on which to locate all required improvements.
5. A FBO in this category may engage in the buying and selling of new and used aircraft, aircraft parts and equipment. However, for aircraft sales FBOs must comply with requirements 1, 2, 3, 4, 5, 7 and 8 of Category D, Aircraft Sales.

## **CATEGORY F: RADIO AND INSTRUMENT REPAIR**

A radio and instrument repair station operator is a person or persons, firm or corporation engaged in the business of and providing a shop for the repair to aircraft radios and/ or instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft radios and/or instruments and accessories, but such is not an exclusive right. The operator shall hold the appropriate repair shop certificates issued by the Federal Aviation Administration.

A Fixed Base Operator (FBO) in this category shall:

1. Lease from the Airport Authority sufficient land on which to locate all required improvements; lease from the Airport Authority or provide under terms agreeable to the Airport Authority for his exclusive use a minimum of 2,000 square feet of shop, storage area and office space, to include restrooms.
2. Have available on a full-time basis, Federal Aviation Administration certificated technicians in the field of aircraft electronics and/or aircraft instruments, with proper Federal Communications Commission license to conduct complete aircraft avionics repair.
3. Provide satisfactory arrangements for access to storage of aircraft being worked on.

## **CATEGORY G: SALE OF AVIATION PETROLEUM PRODUCTS AND RAMP SERVICES**

Line Services shall include the sale and into-plane delivery of recognized brands of aviation fuel, lubricants, and other related aviation petroleum products. The operator shall provide servicing of aircraft, including ramp assistance and the parking, storage, and tiedown of aircraft.

A Fixed Base Operator (FBO) in this category shall:

1. Lease from the Airport Authority sufficient land on which to locate intended storage and dispensing equipment, buildings, aircraft parking area, tiedowns, auto parking, taxiways, aprons, and/or other facilities.
2. Construct, lease, or otherwise have available to lease, one building with a minimum of 500 square feet, conveniently located to accommodate anticipated customer use, and incorporate properly lighted and heated/air conditioned floor space for office(s), public lounge, restrooms, and public telephone.
3. Have personnel on full-time duty during normal business hours of 7 A.M to 6 P.M. seven days a week, adequately trained to operate fuel dispensing equipment in accordance with all applicable local, state, and Federal Laws. On-call service must be provided during all other hours.
4. Provide, in addition to fueling services, aircraft parking and tiedown facilities, including approved ropes and chocks, for a minimum of 20 aircraft. Demonstrate the capability to efficiently and safely conduct or move aircraft to such areas and park them. Will provide other services to include, but not limited to, aircraft washing, tire inflation, changing engine oils, car rental, operation of Unicom (if required), minor repairs, and provide equipment to boost start aircraft.
5. Comply with the following criteria regarding fuel storage and dispensing facilities.
  - (a) Provide and maintain a minimum storage capacity of 10,000 gallons for each grade of fuel or fuels normally required by the majority of aircraft using the Aransas County Airport. Maintain in inventory sufficient quantities of such fuels as necessary to meet the Consumers demand.
  - (b) Maintain separate pumping equipment for each grade of fuel, meeting all applicable safety requirements with reliable metering devices subject to independent inspection with a pumping efficiency capably of servicing all aircraft normally using the airport.
  - (c) Provide and maintain metered filtered-equipment dispensers, fixed or mobile for dispensing each grade of aviation fuel usually required. Mobile dispensing truck(s) shall have 750-gallon capacity for each grade of fuel.
  - (d) Prohibit any fuel transfer from a common carrier transport into anything except approved storage tanks.
  - (e) Provide adequate grounding rods and static electricity discharge units at all dispensing locations to reduce the hazard of fire; and
  - (f) Provide adequate fire extinguishers in all fuel dispensing areas and on mobile dispensing trucks.
  - (g) All handling of fuels must be in compliance with National Fire Protection Association, Manual 407 "Aircraft Fuel Servicing 1980" Standards.

6. Have the following minimum amounts of liability insurance in force:

	\$500,000.	each person
Bodily Injury	\$1,000,00.	each person
Property Damage	\$500,000.	each person
  
7. A FBO in this category may be engaged in the buying and selling of new and used aircraft, aircraft parts and equipment, however for aircraft sales, FBOs must comply with requirements 1, 2, 3, 4, 5, 7, and 8 of Category D, Aircraft Sales.



## **CATEGORY H: AIRPORT TENANT**

An Airport Tenant in this category shall:

1. Lease from the Airport Authority or provide under terms agreeable to the Airport Authority, Sufficient land for his exclusive use, which shall be improved in accordance with applicable zoning pertaining to the airport.
2. Be prohibited from engaging in any of the activities of FBOs defined by Category A through G unless specifically approved by the Airport Authority in the Lease Agreement between the Airport Authority in the Lease Agreement between the Airport Authority and the Tenant.
3. Be responsible that aircraft owned by him or operated from the property leased or occupied by him, are operated by personnel who hold appropriate and current Federal Aviation Administration pilot licenses and current Medical certificates.

## **CATEGORY I: FLYING CLUBS**

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigations, and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is added to the Standards of the airport.

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these standard requirements. However, they shall be exempt from regular fixed base operator requirements upon satisfactory fulfillment of the conditions contained herein.

1. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft, or aircrafts. For their personnel use and enjoyment only. The ownership of the aircraft, or aircrafts, must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.
2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a Lessee based on the airport and who provides flight training. Any qualified mechanic and/or instructor who is a registered member and part owner of the aircraft owned and operated by a flight club shall not be restricted from doing maintenance work and/or giving instruction in aircraft owned by the club, so long as the club does not become obligated to pay for such maintenance work or instruction, except that such that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
3. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firms other than a member of such club at the airport except that said flying club may sell or exchange its capitol equipment.
4. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations of this airport management.
5. The flying club, with its permit request, shall furnish the airport management a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the form of a Certificate of Insurance in the following minimum amounts: Public liability - \$1,000,000 per person; Public liability - \$1,000,000 per accident; Property liability - \$1,000,000 with hold harmless clause in favor of the airport, its officers and employees (10 days prior notice of cancellation shall be filed with airport management); evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by airport management of its authorized agent.

6. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at all airports controlled by this airport management. A public hearing shall be held for the purpose of considering such termination.

## **CATEGORY J: OTHER CATEGORIES**

Other categories not otherwise defined may be added by the Airport Authority in accordance with the standards previously established and such additional standards that may be applicable.

Business activities that are transient and casual to airport operations shall not be permitted under Category H.

## **CATEGORY K: GENERAL REQUIREMENTS**

### 1. Buildings

- (a) The minimum space requirements as hereinbefore provided may be satisfied within any of the existing structures at the Airport.
- (b) Approval of the Aransas County Commissioners Court in writing of any additional structures intended to satisfy such requirements shall be consideration of a lease proposal by the County of Aransas.

### 2. Certificates and Ratings

All Personnel hereinbefore required to hold Federal Aviation Administration Certificates and ratings shall maintain such certificates and ratings.

## **CATEGORY L: NONPUBLIC AIRCRAFT FUELS AND OIL DISPENSING SERVICE**

Lessees desiring to conduct nonpublic aircraft fuel and oil dispensing services shall meet the following minimum standards and provide the following minimum facilities.

**Restriction:** Lessees holding Non public Aircraft Fuels Dispensing Permits shall not sell or deliver aircraft fuels to anyone other than lessee. Fueling of any aircraft not owned or leased by Lessee shall result in immediate revocation of right to bring fuel upon, or store fuel on, airport property. Upon request by Authority Lessee shall provide evidence ownership or lease of any aircraft being fueled. A corporation may be formed for the expressed purpose of providing fuel services under this standard.

1. Personnel engaged in dispensing aircraft fuel shall be properly trained with regard to safety procedures.
2. Lessee shall provide only the type of grade of fuel required to service the Lessee's aircraft.
3. Metered, filter-equipped dispensers fixed or mobile for dispensing grades of gasoline required. Separate dispensing pumps and meters for each grade of fuel is required.
  - (a) Lessee shall furnish mobile dispensing trucks, having a minimum capacity of 250 gallons for each fuel type provided. Trucks shall be properly maintained, operated and equipped in accordance with applicable FAA, Authority and National Fire Protection Association recommendations, requirements and regulations.
  - (b) Fuel storage tanks shall comply with requirements setout by Environmental Protection Agency and the FAA.
    1. Storage tanks for each type of fuel shall have minimum capacities of 2,000 gallon (500 gallons for MOGAS), Fuel storage tanks shall be underground unless authorized (ground mounted located in properly bunkered and approved closures) and such installations shall be in a location approved by the authority in the Fuel Farm, and shall comply with applicable, uniform Building Code Standards, fire codes and ordinances of the Authority and recommendation of the National Fire Protection Association. Aviation fuel tanks shall have walk in capabilities for cleaning and maintenance.
    2. All Plans and specifications for improvements on Tank Farms (including landscaping) shall be prepared and presented to the Authority and shall require the written approval of the Authority before any construction or installation may be undertaken.
    3. All construction or improvements on the Tank Farm shall conform with any general architectural requirements of Authority and shall be undertaken in accordance with local, State and Federal codes, ordinances and regulations now in force or hereafter prescribed by authority of law. Lessee shall, at its sole cost and expense, obtain all necessary building permits and all labor and material bonds. Upon completion of construction, title to all permanent improvements shall vest in Authority. All improvements of a nonpermanent nature installed by Lessee may be removed from the leased premises at any time.

4. Lessee shall, at its sole cost and expense, maintain fuel; all improvements thereon, and all appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damages caused by its employees, patrons, or their operation thereon; shall maintain and repair all equipment thereon; and shall keep its premises in a safe, neat, sightly and good physical condition.
5. Lessee shall, in the event it shall become necessary to make physical changes on its premises, promptly make such changes and installations at its sole expense, subject to the approval of the Authority who in their reasonable discretion, shall be the sole judge of the quality of maintenance. Upon written notice by Authority to Lessor, Lessor shall be required to perform whatever reasonable maintenance Authority deems necessary. If said maintenance is not undertaken by Lessee within 10 days after receipt of written notice, Authority shall have the right to enter upon the demised and perform the necessary maintenance, the cost of which shall be borne by Lessee.

4. Insurance Coverage  
Comprehensive Public Liability and Property Damage

Bodily injury	\$100,000 each person \$300,000 each accident
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Property damage	\$100,000 each accident
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5. Fire extinguishers will be readily available during all refueling or defueling. Personnel will be trained in the use of such equipment as well as in rescue operations. Such persons will attend any training provided by local Fire Marshall or Airport Authority.
6. Static discharging ground wires will be attached to the aircraft, the fuel tank, or refueling pit, and to zero potential (ground) before any fueling operations. Grounding rods will be conveniently located.
7. Adequate fuel filters and water traps will be installed on all fuel handling equipment and a suitable program for periodically conducting water contamination checks will be established and followed.
8. In all matters related to aircraft fueling safety and servicing the provisions of NFPA Manual 407 "Aircraft Fuel Servicing," together with American Petroleum Institute quality control standards, as such documents may be amended from time, shall be used as the basis for all airport fueling operations. Copies thereof are on file with the Airport Manager. In the event of conflict between such documents and the standards set forth elsewhere herein, the standards set forth herein shall control.

READ, PASSED AND ADOPTED this the 11<sup>th</sup> day of August, 1986.

COUNTY OF ARANSAS, TEXAS  
By: John D. Wendell

ATTEST:

Val Jean Eaton  
County Clerk

James L Anderson  
County Attorney