

ARTICLE II MINIMUM OPERATING STANDARDS

Article IIA – Application of Minimum Operating Standards.

Section 2A.01. Applicable to All Users.

All Persons conducting Aeronautical Commercial Activities (Commercial Operators) at the Airport shall, as a condition of conducting such activities, comply with these Minimum Operating Standards and any amendments thereto. The requirements set forth herein are the minimum standards applicable to all Commercial Operators at the Airport, but the Commercial Operators are encouraged to exceed these minimums in conducting their activities. These Minimum Operating Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the Airport Board unless any such standards or provisions are expressly waived or amended by the Airport Board.

Section 2A.02. Requirements of all Commercial Operators.

Each Commercial Operator Shall:

- (a) Comply with the Airport Code, and any other regulations approved by the Airport Board for the safe, orderly and efficient operation of the Airport;
- (b) have use of sufficient space in an existing facility, through lease or other agreement, to accommodate the proposed operation, or shall lease a minimum of one-half (1/2) acre of contiguous Airport property of which 85 percent must be developed, in the form of buildings, parkings lots, ramps, etc., sufficient to accommodate the proposed operation;
- (c) Maintain insurance as required by the Airport Code;
- (d) Pay all applicable established fees and charges when due;
- (e) Prior to commencing any operations, submit all applicable Airport Business Permit application(s) to the Airport Manager, and receive approval therefor;
- (f) For its employees, provide adequate office space, adequate lounge, restroom, and automobile parking facilities;
- (g) For its customers, where applicable, provide adequate Hangar/Patio Hangar facilities, use of a paved Aircraft parking Apron, use of paved automobile parking spaces, restrooms, and a lounge or waiting room;

- (h) Employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its lease, license, permit or agreement;
- (i) Control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the Airport Manager concerning the conduct or demeanor of any such Person, shall immediately take all lawful steps necessary to remove the cause of the objection;
- (j) Conduct its operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others; and
- (k) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.
- (l) On request, provide evidence of current financial solvency to the Airport Manager.

Section 2A.03. Multiple Activities by One Commercial Operator.

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

Section 2A.04. Activities not Covered by Minimum Operating Standards.

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

Section 2A.05. Waiver or Modification of Standards.

The Airport Board may waive or modify any portion of these Minimum Operating Standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. The Airport Board may grant to the Airport Manager the authority to waive or modify any portion of these Minimum Operating Standards for any Person when in his opinion such waiver or modification is in

the best interest of the Airport and will not result in unjust discrimination among Commercial Operators at the Airport.

Article IIB – Airport Business Permit Application Process

Section 2B.01. Airport Business Permit Applications.

Any Person who desires to conduct any Aeronautical Commercial Activities at the Airport shall, prior to conducting such activities, submit an Airport Business Permit application to, and receive approval thereof, from the Airport Manager, where applicable. In addition to the following requirements, the Airport Manager may require the applicant to provide additional information should it be necessary to ensure compliance with these Minimum Operating 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, including cost estimates and a construction timetable;
- (d) The proposed hours of operation;
- (e) Documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities;
- (f) A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including Personal references;
- (g) The commencement date for the applicant's activities and the term of the lease, license, permit or agreement sought, including all option periods;
- (h) One of the following:
 - 1. Corporate applicants shall provide a copy of the articles of incorporation as filed with the Secretary of State;
 - 2. Limited Liability Company applicants shall provide a copy of the articles of organization as filed with the Secretary of State;

3. Limited Partnership applicants shall provide a copy of the certificate of limited partnership as filed with the Secretary of State; or
4. General Partnership applicants shall provide a certified copy of the written partnership agreement;
 - (i) A copy of a current certificate of insurance, in the amounts outlined hereunder, naming the Owners as additional insureds;
 - (j) A copy of a current lease/sublease or other agreement with the Airport Board or a bona fide Airport tenant;
 - (k) A rates and charges schedule of all services to be provided at the Airport; and
 - (l) Copies of all applicable Federal Aviation Administration (FAA) certificates.

Section 2B.02. Processing; Denial.

The Airport Board may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The Airport Board may approve any such application that meets the criteria stated in this Code. The Airport Board may deny any application if it determines that:

- (a) The applicant does not meet the qualifications and standards set forth in the Airport Code;
- (b) The proposed activities are likely to create a safety hazard at the Airport;
- (c) The activities will require the City/County to expend funds, or to supply labor or materials as a result of the applicant's activities if either Owner chooses not to do so, or if it will result in a financial loss to the Airport;
- (d) No appropriate space or land is available to accommodate the proposed activities;
- (e) The proposed activities are not consistent with the Airport Master Plan.
- (f) The proposed activities will result in a congestion of Aircraft or Buildings, a reduction in Airport capacity, or an undue interference with other operations at the Airport;
- (g) 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;

- (h) The applicant or any of its principals has a record of violating this Code or FAA regulations, or any other applicable laws, ordinances, rules or regulations; or
- (i) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 2B.01.

Section 2B.03. Appeal Process.

- (a) An applicant may appeal denial of an application for an Airport Business Permit or the revocation of the same by providing written notice to the Airport Manager of intent to appeal within ten (10) calendar days of said denial.
- (b) If the tenth day falls on a weekend or holiday, the notice of appeal shall be considered effective if it is delivered to the Airport Manager before 5:00 o'clock p.m. on the first regular business day following the expiration of the ten (10) days specified herein.
- (c) The Airport Board shall hear and decide all appeals from the Airport Manager's decision to revoke or deny an application for an Airport Business Permit. Upon receipt of written notice of intent to appeal, the Airport Manager shall schedule a hearing on the appeal, which hearing shall be held no later than 10 days after notice of appeal is received by the Airport Manager.
- (d) Applicant shall be notified in writing of the date, time and place of the scheduled appeal review by the Airport Board, and of the applicant's right to appear and participate in the appeal hearing.
- (e) If Applicant fails to appear at the hearing, the appeal shall be deemed to have been waived by Applicant, and the denial of the permit shall become final.
- (f) If the Applicant appears at the hearing, the Airport Board shall permit the applicant and the Airport Manager to present arguments and evidence, and may ask questions of each.
- (g) The Airport Board shall render its decision in writing within ten (10) calendar days after the conclusion of the appeal hearing, and its decision shall be final.

Article IIC – General Contractual Provisions

Section 2C.01. Intent of Article.

These regulations prescribe Minimum Standards for the conduct of Aeronautical Commercial Activities at the Airport and specify certain clauses that will be included in lease, license, permit or concession agreements enabling the conduct of such activities.

The terms herein shall be applied uniformly to all Persons operating on or desiring to operate from the Airport.

Section 2C.02. Overriding Right of Airport Board.

Any clause herein to the contrary notwithstanding, the Airport Board reserves the right to develop and make any improvement to the Airport or to make any repairs to the Airport or any facility thereon that it deems is in its and the public's best interest. The Airport Board may make any change in any or all of the Minimum Operating Standards, Leases, licenses, permits or concessions, either retroactively or prospectively, when required by state or federal government agencies for compliance with the applicable grant provisions or related governmental policies.

Section 2C.03. All Leases, Licenses, Permits, and Agreements Subject to Certain Provisions.

Unless otherwise provided in the Airport Code, all leases, licenses, permits or agreements with the Airport Board are subject to the following provisions:

- (a) Rights to engage in specific activities at the Airport are not Exclusive Rights;
- (b) Airport users must agree to defend, indemnify and hold harmless the Airport Board, the City, the County, and their elected or appointed officials, officers, representatives, managers, commissioners, agents and employees from and against all damages, claims, suits, actions, losses and expenses (including, but not limited to court costs, costs of expert witnesses and reasonable attorney's fees) for Personal injury or death or for property damage or loss arising out of the use of the Airport, or from the operation or use of any vehicle owned by either the City or County;
- (c) A termination clause allowing the Airport Board to terminate the Commercial Operator's lease, license, permit or agreement no later than thirty (30) days after notice of default is given to the Commercial Operator if the Commercial Operator fails to cure its default within the thirty (30) day period, and allowing the Airport Manager to terminate the Lease, license, permit or agreement immediately if the Commercial Operator fails to maintain the required insurance;
- (d) No improvements or modifications to Airport property may be made without the prior written consent of the Airport Board, and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, the Commercial Operator shall submit detailed construction plans and specifications to the Airport Board for approval. Upon completion of the construction, the Commercial Operator shall provide the Airport Board two (2)

complete sets of detailed plans and specifications of the work as completed. All improvements or modifications made to Airport property shall become the property of the Airport, at no cost to the Airport upon termination of the Commercial Operator’s lease, license, permit or agreement;

- (e) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written consent of the Airport Manager. The Airport Manager may require any potential assignee to submit biographical and financial information at least thirty (30) days prior to a proposed assignment; and.
- (f) Must comply with all applicable FAA requirements.

Article IID – Insurance

Section 2D.01. General Insurance Requirements.

Each Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business to be conducted:

*Amount of Coverage
(Combined Single Limit)*

(a) FBO:

Commercial general aviation liability policy with coverages for premises, operations and product/liability.....	\$1,000,000.00
Commercial General Liability.....	\$1,000,000.00
Products Completed Operations.....	\$1,000,000.00
Hangar keeper’s liability.....	\$1,000,000.00
Personal Injury(including death).....	\$1,000,000.00

(b) Airframe and power plant repair; avionics, instrument or propeller repair:

Commercial general aviation liability policy with coverages for premises, operations and product/liability.....	\$1,000,000.00
Hangar keeper’s liability.....	\$1,000,000.00

(c) Air taxis and charter:

Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
Aircraft liability with coverage for bodily injury and property	

damage, including passengers.....	\$1,000,000.00
 (d) <u>Aircraft rental; flight training; commercial Flying Club:</u>	
Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
Aircraft liability with coverage for bodily injury and property damage, including passengers.....	\$1,000,000.00
Student and renter's liability.....	\$1,000,000.00
	<i>Amount of Coverage (Combined SingleLimit)</i>
 (e) <u>Specialized commercial aeronautical activities:</u>	
Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
Aircraft liability (if Aircraft used in operation).....	\$1,000,000.00
 (f) <u>Clubs:</u>	
Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
 (g) <u>Hangar operation:</u>	
General liability policy.....	\$1,000,000.00
 (h) <u>Automobile Liability Coverage:</u>	
General liability policy.....	\$1,000,000.00
Hangar keeper's liability.....	\$1,000,000.00
 (i) <u>Special instructions:</u>	
Any Operator self-fueling shall have a minimum general liability policy	\$1,000,000.00

Any Operator using service vehicles on Airport premises in support of its operations shall maintain the following additional coverage: Motor vehicle liability..... \$1,000,000.00

- (j) All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with respect to the City and/or County.

Section 2D.02. Additional Insurance Required.

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

Section 2D.03. Form of Insurance.

All insurance shall be in a form and from an insurance company with a Best’s financial rating of at least B ++ 6. All policies, except worker’s compensation policy, shall name the City/County and their elected or appointed officials, officers, representatives, managers, commissioners, agents and employees as “Additional Insureds,” and the Commercial Operator shall furnish to the Airport Manager certification of insurances evidencing the required coverage cited herein prior to engaging in any Commercial Activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation, or material change of any policy limits or conditions.

Article IIE – General Operational Requirements.

Section 2E.01. Taxiway Access.

If not already provided, each Commercial Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport’s Taxi-Way/Taxi Lane/Apron/Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Commercial Operator’s premises.

Section 2E.02. Right-of-Entry Reserved.

The Airport Manager may, at all reasonable times, enter upon each Commercial Operator’s premises for any lawful purpose, provided that such entry does not unreasonably interfere with the Commercial Operator’s use of the premises.

Section 2E.03. Commercial Operator Rates and Charges.

Each Commercial Operator may determine the rates and charges for all of its activities and services, provided that such rates and charges are approved as provided for herein

and that they are reasonable and fairly applied to all of the Commercial Operator's customers.

Article IIF – Fixed Base Operators

Section 2F.01. Fueling.

Only an approved FBO may sell aviation fuel to the general public. A permit-holder for self-Fueling Operations shall not dispense Aircraft fuel to another Airport user.

Section 2F.02. Fuel Flowage Fees.

All fueling operators shall pay the Airport Fuel Flowage Fees. Airport Fuel Flowage Fees will be paid on all fuel (100LL, Jet A, Vehicle, Diesel etc. etc.) dispensed on Airport property. The fees shall be set by the Airport Board and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market and competitors' prices dictate.

Section 2F.03. Land and Facility Requirements

- (a) Apron: An FBO must have use of at least 96,000 square feet of either Airport property or tenant developed (not including any building area, automobile parking area, and fuel storage area) to support Aircraft operations. This area shall accommodate the following:
 - 1. Airplane Design Group II Aircraft (wingspans up to seventy-nine (79) feet);
 - 2. Transient Aircraft parking for twenty (20) jet Aircraft;
 - 3. Circulation taxilanes to facilitate access to/from Aircraft parking and staging areas; and
 - 4. Adequate area to simultaneously accommodate Transient Aircraft operations, towing of Aircraft to/from storage hangars/patio hangars, and staging of based Aircraft.

- (b) Terminal Building: An FBO must have use of a terminal building, either Airport property or tenant developed, consisting of at least 2,000 square feet with a minimum of at least 1,500 square feet dedicated to customer service and support functions.

- (c) Hangar Space: An FBO must have use of at least 24,000 square feet of Hangar space with at least 14,000 square feet dedicated to Aircraft Storage and at least 10,000 square feet dedicated to Aircraft Maintenance and Repair. Maintenance

Hangar floor space shall not be considered Aircraft Storage space for this requirement.

- (d) Shop: An FBO must have use of at least 2,000 square feet of shop space to support Aircraft Maintenance and Repair activities, including the storage of parts and accessories.

Section 2F.04. Hours of Operation

An FBO shall provide Jet and Avgas for Aircraft fueling and line services seven (7) days per week, from half an hour before sunrise until half an hour after sunset.. Additionally, an FBO shall be open for Aircraft maintenance and repair open at least eight (8) hours per day, five (5) days per week. An FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less.

Section 2F.05. Subcontracting Services, Subleasing; Restrictions

- (a) An FBO shall not subcontract any activities except for Major Aircraft Alterations and Repair services and the retail sale of Aircraft parts and accessories, provided that such subcontractor meets the requirements of these Minimum Operating Standards as stated therein and operates from the FBO's premises and in such areas as are approved by the Airport Board.
- (b) An FBO shall not sublease, permit or allow any other Person to operate as a Specialized Aircraft Repair Services Operator or as a Specialized Commercial Flying Services Operator within the FBO leased or permitted area, or to conduct any business venture which directly or indirectly relates to aeronautics or flight, without the prior written approval of the Airport Board.

Section 2F.06. Minimum Requirements of FBO Services.

- (a) Aviation fueling:

1. An FBO shall comply with the International Fire Code, 2000 edition, as published by the International Code Council, Inc., and as amended by the City Council for the City of Kerrville, FAA Advisory Circular 150/5230-4, as amended, all requirements of the Airport Code, and all other applicable laws and regulations related to Aircraft fuel handling, dispensing and storage.
2. An FBO shall construct (or install) and maintain an on-Airport above ground fuel storage facility in a location approved by the Airport Manager. The fuel storage facility shall have total capacity for three days supply of aviation fuel for both Jet and Avgas serviced by the FBO. In no event shall the total storage capacity be less than:

- 12,000 gallons for Jet fuel storage;
- 12,000 gallons for Avgas storage; and
- An FBO shall demonstrate the capability to expand fuel storage capacity within a reasonable time period.

Nothing in this section shall preclude the construction and operation of a shared fuel farm by one or more FBO's.

3. An FBO shall not construct or modify any fuel storage or distribution facilities without the written consent of the Airport Board.
4. An FBO shall provide dispensing equipment sufficient to serve the needs of the Aircraft normally frequenting the Airport, including the provision of at least two Jet fuel refueling vehicles and one Avgas refueling vehicle. Jet fuel refueling vehicles shall have single-point and over-the-wing fueling capabilities and minimum capacity of 2,000 gallons. Avgas refueling vehicles shall have minimum capacity of 750 gallons. An FBO shall have access to a back-up Avgas refueling vehicle (with the same capabilities and minimum capacities). All equipment must be approved by the Airport Manager prior to its use for Airport Purposes. The metering devices shall be annually inspected, checked and certified by appropriate state and local agencies. The Airport Manager may inspect such equipment periodically to ensure compliance with all standards.
5. An FBO shall require all of its fuel-handling Personnel to attend training courses, obtain a fuel handler's permit, and receive periodic refresher training as required by the Airport Board and City Fire Department. An FBO shall develop a Standard Operating Procedure for aviation fueling activities and provide a current copy of the same to the Airport Manager. The City fire department, Airport Manager and/or FAA may periodically conduct inspections of the FBO's activities and Personnel to ensure adherence to safe practices.

(b) Aircraft line services:

1. An 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 ground services and related customer services and support.

2. An FBO shall have and maintain the equipment that is required to safely and efficiently move (tow) the Aircraft normally frequenting the Airport, including a tug and tow bars with rated draw bar pull sufficient for such Aircraft.
3. An FBO shall maintain tools, jacks, tugs, tire repair equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, chocks, ropes and tie-down supplies as are necessary for the servicing of Aircraft types expected to use the Airport.

(c) Major Aircraft Maintenance and Repair Services:

An FBO shall –

1. Provide major airframe, engine and accessory overhaul repair services for piston, turboprop, and turbine Aircraft;
2. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station; and
3. 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 holds an airframe, power plant, or Aircraft inspector rating.

(d) Sale of Aircraft parts and accessories:

An FBO shall provide retail sales of Aircraft parts and accessories as are necessary for the servicing of Aircraft types expected to use the Airport.

Section 2F.07. Monthly Fees.

- (a) An FBO shall pay fees as prescribed by lease, license, permit or agreement, and as are published in the Airport Rates and Charges. At a minimum, said lease, license, permit or agreement shall include a monthly land rental payment commensurate with market rates, and the Airport Fuel Flowage Fee.
- (b) All payments due the Airport shall be made payable to the Airport and shall be delivered to the Airport Manager.

Article IIG -- General Aviation Specialty Services

Section 2G.01. Hangar/Patio Hangar Leasing Services.

A Hangar Leasing Services Operator may engage in the business of constructing and operating Hangars and/or Patio Hangars to be leased. A Hangar Leasing Services Operator shall comply with the following:

- (a) Lease sufficient land to accommodate the proposed number of hangars and/or Patio Hangars based on the following.
 - 1. Compliance with any applicable FAA minimum standards for the storage of Aircraft for Hangars and Patio Hangars.
 - 2. Hangar Leasing Services Operator shall register with the Airport Board only as many Aircraft to be based at the Airport as can be stored within the Operator's Hangars or Patio Hangars under all applicable minimum standards.
- (b) The construction plans and specifications for any Hangars and/or Patio Hangars to be constructed are subject to the written approval of the Airport Board.

Section 2G.02. Aircraft Sales Services.

An Aircraft Sales Services Operator shall:

- (a) Lease from an Airport Tenant or the Airport Board or have other access to a minimum of 100 square feet of office space.
- (b) If conducting sales services, maintain an approved Aircraft dealer's certificate from the State of Texas.
- (c) Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

Section 2G.03. Aircraft Maintenance and Repair Services.

An Aircraft Maintenance and Repair Services Operator shall:

- (a) Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station;

- (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, power plant, or Aircraft inspector rating; and
- (c) Not conduct Major Maintenance and Repair operations, or business activities at any time inside Hangars or other structures not designed for such activities. Specific lease agreement and/or fire codes shall determine what Hangars other structures shall be approved for Major Maintenance and repairs;

Section 2G.04. Aircraft Leasing or Rental Services.

An Aircraft leasing or rental services operator shall:

- (a) Have use of appropriate office space; and
- (b) Have at least one Person on-duty during normal business hours.

Section 2G.05. Flight Training Services.

A Flight Training Services Operator shall:

- (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 operation of the Flight Training Services for the amount and type of training involved; and
- (b) Have on-duty during normal business hours at least one instructor who is currently certified by the FAA to provide the type of training offered.

Section 2G.06. Specialized Aircraft Repair Services.

A Specialized Aircraft Repair Services Operator shall:

- (a) Employ and have on-duty during normal business at least one Person who is currently certified by the FAA with ratings appropriate to the services offered; and
- (b) Not conduct operations or business activities at any time inside Hangars other structures not designed for such functions. Specific lease agreements and/or fire codes shall determine what Hangars or other structures shall be approved for the Operator's Specialized Aircraft Repair Services;

Section 2G.07. Aircraft Charter Services.

An Aircraft Charter Services Operator shall:

- (a) Have use of appropriate office space;
- (b) Have on-duty during normal business hours at least one Person who holds current FAA commercial pilot and medical certificates and ratings appropriate for the Operator's flight activities. All flight crews shall be properly rated for the Aircraft operated, and the Operator shall provide reasonable assurance of the continued availability of qualified operating crews;
- (c) Own or lease exclusively by written agreement Aircraft currently certified and continuously airworthy. All Aircraft shall meet the requirements of the FAA certificate held by the Aircraft Charter Service Operator; and
- (d) Have and provide the Airport Manager with, appropriate and current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

Section 2G.08. Specialized Commercial Flying Services.

A Specialized Commercial Flying Services Operator shall:

- (a) Have use of appropriate office space, either at the Airport or at such other off-Airport location as needed for proper operation of the Commercial Flying Services; and
- (b) Have on-duty during normal business hours at least one Person who holds current commercial pilot and medical certificates with appropriate ratings for the Aircraft to be flown.

Section 2G.9. Mobile Aircraft Washing Services.

Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft-washing plan. Mobile Aircraft Washing Services Operators shall submit Aircraft washing plans to, and receive approval from the Airport Manager prior to engaging in any Aircraft washing activity:

- (a) An Aircraft washing plan that contains the following information:
 - 1. Name of individual/company conducting washing services, contact name and phone number; and

2. A site map of the area in which washing will occur. The site map must contain the following;
 - i) An outline of the washing location to include location of runoff control structures;
 - ii) Approximate distance (in feet) from washing area to nearest drain(s);
 - iii) Reference to buildings, terminal, roads, etc.; and
 - iv) 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 and amount of chemical(s) used per wash; and
 4. If “dry” washing or waxing/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) Material safety data sheets (MSDS) for all chemicals to be used; and

- (d) The method of disposal of retrieved wash/waste water. If water is to be disposed of on Airport property the following steps must be taken:
 1. Disposal of wash/waste water must be done through an oil/water interceptor in to the sanitary sewer system; and
 2. Approval for the discharge of wash/waste water on Airport property must be obtained from the Airport Manager. The approval letter must be included in the final washing plan.

Section 2G.10. Mobile Aircraft Maintenance and Repair Services.

- (a) A Mobile Aircraft Maintenance and Repair Services Operator shall:
 1. Employ at least one Person, to be on duty during normal business hours, who is currently certified by the FAA with ratings appropriate to the work

being performed and who holds an airframe, power plant, or Aircraft inspector rating; or

(2) Only conduct Aircraft maintenance and repair services on piston Aircraft weighing less than 12,500 pounds certificated maximum takeoff weight

(b) A Mobile Aircraft Maintenance and Repair Services Operator shall not conduct Mobile Aircraft Maintenance or Repairs or business activities at any time inside Hangars or other structures not designed for such function. Specific lease agreement and fire codes shall determine what Hangars or other structures shall be approved for Mobile Maintenance and Repairs.

Section 2G.11. Airport Rental Vehicle Concession Services.

For purposes of determining which of the Airport Rates and Charges apply to a Vehicle rental, a Vehicle shall be considered to be rented at the Airport if:

- (a) The Vehicle is delivered to the customer at the Airport; or
- (b) The rental agreement is entered into at the Airport even though the Vehicle is delivered elsewhere; or
- (c) The customer is picked up at the Airport and transported to the Operators' off-Airport location for the purposes of renting a Vehicle.
- (d) The Vehicle was reserved in advance at the Airport; or
- (e) A Vehicle rented at the Airport is exchanged for another Vehicle at any location within twenty-five (25) miles of the Kerrville Airport for a time period running consecutively with the original rental agreement.

Section 2G.12. Airport Catering Services.

For purposes of determining which of the Airport Rates and Charges apply, catering services shall be considered to be airport catering services if catering is delivered to the customer at the Airport for the purpose of in-flight food service.