



TSTC Waco Airport

Rules and Regulations

As Adopted by Texas State Technical College Board
July 28, 2006

TSTC Waco Airport
Rules and Regulations
Effective July 28, 2006

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SECTION 1 – GENERAL

1.1 Purpose of Rules and Regulations

Rules and regulations provided in this document and any amendments thereto are intended for the safe, orderly and efficient operation of the airport, and apply to all persons using the airport for any reason.

1.2 Amendments to Rules and Regulations

Amendments to the Rules and Regulations may be proposed by the College or any Airport User. Recommended changes shall be forwarded, in writing, to the Director of Auxiliary Services. The proposed amendment will then be studied and reviewed by the Director of Auxiliary Services, Airport Supervisor, and Vice President of Financial Services. Notice of proposed amendments to these Rules and Regulations will also be mailed to all Airport Users for review. A comment period of not less than thirty (30) days from the posting of the notice will be allowed. Comments must be made in writing to the Director of Auxiliary Services within the comment period. All comments will be considered prior to releasing changes. A public meeting to discuss amendments may be held at the discretion of the Director of Auxiliary Services. The amendment will be presented to the Board at the first Board meeting of each calendar year. If it is adopted, it will become effective in not less than sixty (60) days from adoption.

1.3 Use of Airport Restricted

No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved in writing, in accordance with all College and System rules and procedures.

1.4 Knowledge of Rules Implied

By publication and adoption of these Rules and Regulations, all persons shall be deemed to have knowledge of its contents. The Airport Supervisor is directed to have copies of the Rules and Regulations printed and posted where appropriate. Copies shall be available at all times in the Airport Supervisor's office, upon request, on the web.

1.5 Standards Used In Conjunction with Airport Minimum Standards

The Rules and Regulations are to be used in conjunction with the Airport Minimum Standards.

1.6 Conflict of Rules and Requirements

If and where there are conflicts in these Rules and Regulations or any agreement with the College and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there are conflicts between any provision, rule, or regulation set forth by or contained in a written agreement with the College, the more stringent limitation or requirement shall govern and prevail. Any pre-existing written lease agreement and prior course of dealings between tenants and the College shall take precedence over these Rules as long as long as no provisions or dealings conflict with FAA's FAR.

1.7 Severability

If any of the provisions of these Rules and Regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these Rules and Regulations that can be given effect without the invalid provision or application, and to this end the provisions of these Rules and Regulations are declared to be severable.

SECTION 2 – GENERAL RULES AND REGULATIONS

2.1 Federal Air Traffic Rules

FAA Rules for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

2.2 Safeguard of Persons and Property

The Airport Supervisor shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment or property at the Airport.

2.3 Photo Identification Cards

Any person 17 years or older on the Airport must carry at all times on his or her person a current state, federal, or TSTC issued photo identification card.

2.4 Discretion to Close the Airport

The Airport Supervisor may elect to temporarily close the Airport or portions thereof for the protection of any property or persons. The Airport Supervisor shall close the Airport for no period longer than necessary to secure the Airport or to cure the circumstances which required the closure.

2.5 Solicitation

No solicitation or advertisement of any kind is permitted on the Airport.

2.6 Inherent Risks

Aeronautical and aviation related activities are considered inherently dangerous activities due to the size and speed of aircraft and the amount of fuel associated with operating aircraft. Any person desiring to enter the Airport shall observe and obey all applicable laws, resolutions, orders, rules, and regulations by any Authority having jurisdiction over the conduct and operation of the Airport. Any person entering the Airport shall do so at their own risk and relieves the College and the Airport of all liability for any damage that may result to person or property.

2.7 Interference with Other Users or the Airport Prohibited

No User shall be permitted to interfere with another User's utilities or business or quiet enjoyment of the Airport. No User shall cause or permit any condition to exist which may inhibit public access or emergency access to the Airport. No User shall in any way negatively impact the health or safety of any person, animal, or property on the Airport. No User shall permit any conditions to exist which could negatively impact any one of the following: roadways, paved areas, sprinkler systems, fire systems, fencing, infrastructure, electrical systems, gas lines, gas storage tanks, hazardous material containment systems, communication systems, drainage systems, alarm systems, camera systems, data transmission systems, satellites or fire hydrants.

2.8 FBO Services Require Contract

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An airport tenant is not authorized to function as or provide the services of an FBO. Any person or entity performing any FBO services must have a contract with the College permitting the activity on the Airport.

2.9 *Running of Engines*

The running of engines for testing and maintenance shall not occur except as otherwise agreed or between the hours of 6:00 a.m. and 10:00 p.m. in designated areas only.

2.10 *Abandoned Property*

Abandoned property left on the Airport for more than 30 days may be impounded with the local police department, or disposed of or donated to a local charitable organization at the expense of the Owner.

2.11 *Priority for Aviation Use*

Aviation related use must be given priority in the use of all Airport property. If the aviation needs of the Airport are sufficiently met, the College may consider authorizing nonaviation use of any portion of the Airport or any building on the Airport on a case-by-case basis. The College must request and receive written approval from TxDOT prior to granting authorization for nonaviation use.

2.12 *Access*

If all the Airport property is leased, then the College may, with the prior written approval of TxDOT, allow through the fence access provided that all access agreement Users pay the Airport for such access to the Airport. No charges shall be incurred by the College for the maintenance of the access or the security of the access. Should the College deem that the access is not maintained appropriately, the College may with the approval of TxDOT terminate the access agreement.

2.13 *Non-Discrimination Covenants*

1. The right to conduct aeronautical activities services to the public is granted a Lessee subject to such Lessee agreeing:
 - a. to furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and
 - b. to charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
2. Each Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for its lease, does covenant and agree as a covenant running with the land that:
 - a. No person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises; and

- b. That in the conduct of its business, no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

2.14 Animals

No person shall possess an animal on the Airport unless restrained by a leash or contained in an animal carrier. No animal shall be left unattended or tethered at any time. Any animal appearing aggressive in the opinion of the Airport Supervisor or who is found to be moving about free of restraint shall either be removed by the Owner from the premises or removed by the Airport Supervisor and taken to the Waco Animal Shelter. Any costs incurred under this provision are the responsibility of the owner of the animal.

2.15 Vehicular Traffic

1. All vehicles must be operated by a person possessing a current valid license for the operation of that vehicle with the appropriate insurance required by State law and these provisions when applicable. All vehicles must obey all state and local traffic laws.
2. Vehicles shall always yield right of way to emergency vehicles and aircraft in motion.
3. Vehicular traffic must not exceed seventeen (17) miles per hour or otherwise authorized and is limited to areas designated for vehicular traffic unless specifically otherwise agreed to in writing by the College or Airport Supervisor. Only vehicles cleared by the Airport Tower will be driven on the landing area. TSTC Tower Controllers follow the procedures outlined in the Letter of Agreement between TSTC Airport and TSTC Control Tower concerning Movement and Non-Movement Areas when the control tower is operational.
4. The Airport Supervisor may require any vehicles used on the Airport to install a flashing beacon light and/or reflective markers or materials on the vehicle or a checkered orange and white flag mounted appropriately and any other safety features which in the Airport Supervisor's direction will improve Airport safety.
5. Special use vehicles such as a public safety vehicle, ambulance, hearse, or delivery van may be driven on the apron with the written permission of the Airport Supervisor. An aircraft owner who rents or leases his/her private hangar may park his/her automobile in the hangar while on a trip in his/her aircraft.
6. The Airport Supervisor has full authority to grant or deny any person access to any part of the Airport at any time. Any person who does not maintain contact with the Airport Tower during vehicular traffic on the landing areas or

fails to follow the directions/demands of the Airport Tower may be prohibited by the Airport Supervisor from vehicular access.

7. No vehicles shall be maintained or repaired on the Airport except in an area approved by the Airport Supervisor for such use.

2.16 Aircraft Fueling Rules

1. Fueling shall only be in areas designated in writing by the College.
2. For fueling at the Airport or on any property with access to the Airport, no User shall pay any compensation to any entity for fuel other than to the designated onsite FBO(s) who are authorized by the College to provide such service. To provide fuel to any User or any User of property with access to the Airport is a commercial activity and requires the College's written authorization to do so.
3. The following rules shall apply to all fueling on the Airport
 - a. Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place.
 - b. To ensure safety, a sufficient number, rating, and size of fire extinguishers shall be available whenever aircraft are being refueled.
 - c. Aircraft fuel service trucks shall have a minimum of two (2) 20LB fire extinguishers located at the rear of and on each side of such truck.
 - d. Aircraft fuel service trucks shall have an "Emergency Cut-Off" valve which shall be clearly identified and painted red.
 - e. All aviation fuel nozzles shall have "dead man" controls which will shut off the fuel flow when the nozzle hand control is released. Nozzles with mechanical hold open devices will not be permitted for fueling aircraft.
 - f. The pilot and passengers will exit the aircraft and the aircraft will be unoccupied during fueling operations.
 - g. All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least fifty (50) feet.
 - h. Fueling trucks shall not be parked within any building or hangar or within fifty (50) feet of any building, hangar, or parked aircraft (the local Fire Marshal shall have final authority as to determining such distance). Fuel

trucks shall be parked with at least ten (10) feet separation between vehicles.

- i.** Aircraft fuel storage tanks for below-ground or above-ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality.
- j.** Aviation or auto fuels shall not be stored within a hangar or building except in small quantities and in approved containers manufactured and marked for such purpose in compliance with State Fire Marshal regulations.
- k.** Persons or businesses wishing to supply or dispense aviation fuel for use in their privately owned aircraft shall not be denied; however, they must meet all requirements the College places on other fuel suppliers, public or private. Private fueling facilities located on leased property must be installed and the fuel dispensed in accordance with all rules appertaining to aircraft fueling and fire safety contained herein.
- l.** Public sale of automobile gas for use in aircraft will not be permitted on the Airport without written approval of the Airport Supervisor. Aircraft authorized by the FAA to use auto gas may be privately fueled by the owner in a location designated by the Airport Supervisor in accordance with all rules appertaining to aircraft fueling and fire safety contained herein.
- m.** All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of product dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and “NO SMOKING” signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.
- n.** The fuel storage site must be approved by the Airport Supervisor and the College to ensure proper distance from classrooms, public roadways, other facilities on the Airport and other fuel storage facilities. The College shall determine the amount of land required for the safe containment based upon the expected amount of gallons to be stored onsite.
- o.** All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 – “Standard for Aircraft Fuel Servicing, 2001 edition,” (or as revised) published by the National Fire Protection Association, 1

Batterymarch Park, P.O. Box 9101, Quincy MA 02269-9101, 800-344-3552. Fuel containment requirements should also be in accordance with TCEQ.

2.17 Weapons, Explosives, and Firearms

1. No person except an active sworn law enforcement officer, secret service agent, federal employee required to carry a firearm, or member of the Armed Forces of the United States on official duty shall possess any firearms on the Airport except firearms that do not contain live ammunition and are in an enclosed case and are intended for immediate transport off the airport. The Airport Supervisor, however, may approve the possession of firearms for security officers licensed to carry firearms in the performance of their job duties.
2. No person, except an active sworn law enforcement officer, secret service agent, federal employee required to carry explosives or member of the Armed Forces of the United States shall possess any explosives on the Airport.
3. No person, other than those in the above-excepted classes, shall store, keep, handle, use dispense or transport at, in or upon the Airport any class A or class B explosives or any radioactive substance or material (except for minimum amounts of radioactive substances such as radioactive paint illuminating instrument dials) without prior authorization of the Airport Supervisor.

2.18 Duty to Report Behavior

Any person observing any suspicious behavior is required to report the suspicious behavior immediately to the Airport Supervisor at (254) 867-4807, or if the Airport Supervisor is not available, to the Texas State Technical College Waco Campus Public Safety Department at (254) 867-3690.

2.19 Fire Regulations

1. Every person going upon, or using, the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.
2. The following regulations must be followed by all Users and User's licensees, permittees, contractors, employers, agents, and invitees:
 - a. Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.
 - b. Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Supervisor.

- c. No flammable substance shall be used for the cleaning of any aircraft part or other thing on the Airport except as designated by the Airport Supervisor.
- d. No one shall smoke or ignite a match or lighter in any building or hangar, except in posted "Designated Smoking Areas" identified by the Airport Supervisor.

2.20 Spills

Any person who is aware of any spill must immediately notify the Airport Supervisor and follow EPA and TCEQ requirements as well as the SPCC plan.

2.21 Disabled Aircraft

Aircraft owners and pilots shall be responsible for the prompt removal of disabled aircraft and parts thereof, unless required or directed by the Airport Supervisor or the Federal Aviation Administration to delay such action pending an investigation of an accident. In the event of failure to promptly remove such disabled aircraft, the Airport Supervisor may cause the aircraft to be removed and bill the owners thereof for all charges incurred in the removal of same. The College shall not be responsible for damage to disabled aircraft removed by the owner, the pilot, the College or other person.

2.22 Aircraft Accident Reports

Any persons involved in an aircraft accident occurring on the airport shall make a full report thereof to the Airport Supervisor as soon after the accident as possible, but in no event later than the time required for reporting the accident to the FAA or to any other governmental agency, or within forty-eight (48) hours of the accident, whichever is sooner. The report shall include names and addresses of the persons involved, and a description of the accident and its cause. When a written report of an accident is required by federal or state law, regulation, or agency, a copy of such report shall also be submitted to the Airport Supervisor.

2.23 Repairs to Aircraft

No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the Airport Supervisor for such purpose.

2.24 Damage to Airport

Any person, individual, corporation, or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to TSTC Waco Airport.

2.25 Picketing, Marching, and Demonstrations

No person may walk in a picket line as a picket or take part in a labor or other demonstration on any part of the Airport, except in or at the place specifically assigned by the Airport Supervisor for such picketing or other permitted demonstration. Any such picketing, marching, or demonstration shall be conducted in the peaceful and orderly

manner contemplated by law without physical harm, molestation, threat or harassment of persons, obscenities, violence, breach of the peace or other unlawful conduct, without obstructing the use of the Airport by others; and without hindrance to or interference with the proper, safe, orderly, and efficient operations of the Airport and the activities conducted thereon; and any such picketing, marching, or demonstration shall be conducted to conditions outlined herein in each instance.

SECTION 3 - FLYING RULES AND REGULATIONS

3.1 Special Procedures

The Airport Supervisor may, in the interest of safety, designate special requirements and or traffic procedures for certain aviation related operations such as air shows, dignitary visits, and educational or promotional aviation functions authorized by the College. Any permanent change from standard procedures shall be published in the FAA's Publishing Procedures Airport/Facility Directory and for any temporary changes, the Airport Supervisor shall issue a NOTAM.

3.2 Licensed Pilots

Only properly registered aircraft and persons holding current airman and medical certificates issued by the FAA shall be authorized to operate aircraft upon the Airport except as provided in these Rules and Regulations. This limitation shall not apply to students in training under licensed instructors nor to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

3.3 Prohibited Activities

No person shall operate or release any model aircraft, rocket, kite, balloon, or other similar contrivance at or upon Airport property without the prior approval of the Airport Supervisor and in accordance with AMA guidelines.

3.4 Damage to Runway Lights

Any person damaging any runway or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Supervisor. Persons causing damage to runway and taxiway lights will be liable for replacement cost of the light(s) and/or fixture(s).

3.5 Accidents

TSTC Tower Personnel follow FAAO 8020.16 in the event of an accident or incident.

In addition to complying with NTSB Part 830, any accidents occurring on the Airport must be reported to the Airport Supervisor immediately but in no case any later than twenty-four (24) hours by any person involved or witnessing the accident. If any accident results in damage to person or property, any person involved and any witnesses to the accident must submit a detailed written report to the Airport Supervisor within forty-eight (48) hours of the accident providing all relevant facts surrounding the accident and include all contact information for any persons involved or who witnessed the accident. Additionally, any video, audio or other recordings of the accident or of the area surrounding the accident shall be copied in their entirety with at least one copy which is capable of being reproduced provided to the Airport Supervisor. Any damage caused to any property shall be promptly repaired or replaced if repair is not adequate to restore the property to its prior value.

3.6 *Parking of Aircraft*

- 1.** All aircraft left unattended must be parked and properly secured in a designated aircraft parking area. If any aircraft is left unattended or is left for a period of time without the Airport Supervisor's written permission in an area which is not a designated aircraft parking area or is left without being properly secured, then the Airport Supervisor shall at the Airport Supervisor's discretion either have the aircraft towed to another location and the owner of the aircraft shall be responsible for all costs associated with moving the aircraft or immobilize the aircraft.
- 2.** The College shall not be responsible for any damage caused to any aircraft which is left unattended on the Airport or for any damage to the aircraft resulting from the Airport moving the aircraft under this provision.
- 3.** Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.
- 4.** Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Supervisor as an emergency measure.
- 5.** It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or tied down.
- 6.** The aircraft pilot or owner is responsible for leaving their contact information with the Airport Supervisor or FBO. See Section 5.5 (Contact Information) for more detailed information.

SECTION 4 - COMMERCIAL ACTIVITY AND APPLICATIONS

4.1 Application or Renewal Application Required for Commercial Activity

- 1.** All persons or entities seeking any right to use or access the Airport whether by a direct lease or by an ingress/egress agreement or any other agreement shall be required to submit an application to the College requesting the right to use or access the Airport. No right to use or access the Airport other than transient activity shall be permitted without first obtaining the College's prior written approval. All permits, licenses, contracts and agreements providing any right to access or use the Airport shall clearly define in writing the extent of the rights granted to the applicant.
- 2.** Users shall not contract with any person or entity to perform aviation services that are offered by any authorized FBO(s) or authorized Specialty Shop Operators at the Airport unless such contract is required for performance or compliance with government regulation or other specific contract compliance.
- 3.** The College shall respond to all applications in writing and may choose any one or more of the following responses:
 - a.** Approve the application with the terms as set forth by the applicant and enter into an agreement reflecting the same
 - b.** Agree to issue the applicant access or use of the Airport with terms different than those requested by the applicant
 - c.** Deny the applicant's request
- 4.** The College shall evaluate each application or renewal application on a case-by-case basis taking into consideration the totality of the circumstances and the following:
 - a.** Any potential impact on the safety of the public, the Airport, TSTC, and the Users and their property
 - b.** The degree to which the proposed activity complies with federal, state and local laws, policies and regulations, including land use regulations
 - c.** The amount of space at the airport and the customary uses of the airport
 - d.** The compatibility of the new activity with the Airport Master Plan and future plans for the development of the Airport

- e. Any potential fiscal impact on the Airport including but not limited to the usage of infrastructure and facilities without anticipated adequate compensation to offset the anticipated costs of the usage
 - f. The applicant's history and experience in the proposed area of activity/business
 - g. The existing Airport agreements with other Users
 - h. The current services and businesses at the Airport
 - i. The compatibility with the mission of the College
 - j. Public convenience
 - k. Any potential impact on the environment
 - l. The fiscal and litigation history of the applicant
 - m. Any potential negative impact on TSTC Waco or the Airport
 - n. If any applicant provides false information to the College
5. The College may require other information from the Applicant but at a minimum the Applicant shall submit the following:
- a. All information necessary to evaluate the above criteria
 - b. Documentation relating to the formation of the User if the User is not an individual person including but not limited to trust agreements, articles of incorporation, partnership agreements, and any documentation filed with the Texas Secretary of State
 - c. The names of all majority owners for any non-publicly traded Applicant
 - d. The written authorization to obtain criminal history, litigation history and fiscal history reports for any non-publicly traded Applicant
 - e. A **detailed** description of the applicant's proposed use of the Airport
 - f. The proposed hours of operation and number of employees onsite during hours of operation

- g. The anticipated total number of full-time employees and the average wage of the full-time employees to be employed on premises
- h. Copies of all architectural plans and specifications for any proposed facility construction
- i. A layout of the proposed site including landscaping specifications
- j. The anticipated number of non-employee persons who will be granted access to the site and the frequency of such access
- k. Infrastructure requirements for all facilities and operations
- l. A job completion schedule providing the time-line for the development stages and the anticipated commencement of the activity
- m. For any non-publicly traded business, audited financial statements for the prior three (3) years of the business or if the business has operated this type of activity for less than three (3) years, then the prior three (3) years of audited financial statements of the principals
- n. A listing of any complaints filed against the entity, persons or the principals with any governmental entity
- o. Complete litigation history of the majority owners, principals, officers and of the entity
- p. Complete criminal history of all majority owners, principals and officers
- q. The requested term of lease
- r. The experience of the User in the proposed business activity

4.2 Application Denial

Any Applicant whose application is denied shall be provided the basis for the College's denial of the application. All applicants may re-apply every six months provided their application is materially different from the denied application(s).

4.3 Exclusive Right to Engage in Aeronautical and Aerospace Activities

The College shall not grant any User the exclusive right to conduct any aeronautical or aerospace activities on the Airport; however, the College may in its discretion reserve the exclusive right to operate any aerospace and/or aeronautical activity provided the College engages in the same.

4.4 Workforce and Flight Training

Any workforce or flight training on the Airport or on any property with access to the Airport shall be provided by TSTC Waco if it offers such training. TSTC Waco shall be compensated the rate posted in the TSTC online catalogue for any courses or training currently offered by TSTC Waco. For workforce training specifically designed for the User, TSTC shall be compensated a fair amount for the training and for the development of the training using current industry standards.

4.5 Compensation for Use of Airport

For any tract which is accessible to the TSTC Waco Airport by a taxiway, no person or entity shall receive a competitive advantage by utilizing the Airport facilities or property without compensating the College for the use of any access, facility or tract of land located on the TSTC Waco Airport.

4.6 Non-aviation Use of Airport

Any structure or hangar not used for aviation purposes for a period in excess of thirty (30) days or which is not available for lease or sublease for aviation purposes, unless so authorized in writing for nonaviation uses by the College, must be relinquished to the Airport upon the College's request. Failure to immediately relinquish possession of the property to the College under this provision shall constitute an incurable breach of contract and shall result in termination of the User's right to Airport access and any other rights granted to the User by the College.

4.7 Non-Public Aircraft Fuels and Oil Dispensing Services

Lessees desiring to conduct non-public aircraft fuel and oil dispensing services shall not sell or deliver aircraft fuels to anyone other than such Lessee. The lessee must own 100% of the fuel and oil dispensing services. Fueling of any aircraft not owned or leased by such Lessee shall result in immediate revocation of the right to bring fuel upon, or store fuel on, Airport property. Upon request by the Airport Supervisor, such Lessee shall provide evidence of ownership or lease of any aircraft being fueled. Any entity may not be formed for the purpose of providing fuel services under this standard.

4.8 Removal of Property

The User is required to leave the premises in their original condition or in a condition acceptable to the Airport Supervisor as evidenced by a writing stating the same. Within fourteen (14) days after the removal of any building, hangar, or structure upon the Airport Supervisor's request or as agreed to by the User and College, the Airport Supervisor may elect to have the premises cleaned and any property remaining removed. The User shall be responsible for all costs of cleanup, remediation, and property disposal. Any personal property left on the premises after fourteen (14) days of the vacating of the property shall be presumed abandoned and the Airport Supervisor shall take action to have the property removed and disposed of. No property shall be stored on behalf of any User.

4.9 Abandonment of Leased Property

Any Tenant or Lessee who has failed to contact the Airport Supervisor for at least thirty (30) consecutive days and who is not onsite and who is delinquent in amounts owing the College or the Airport shall be presumed to have abandoned the Lessee's or the Tenant's interest in any right conferred to the Tenant or the Lessee by the Airport by any written agreement.

SECTION 5 - LEASING RULES AND REGULATIONS

5.1 Duty to Protect Airport

In order to protect existing Users, the Airport, the College, and the public or to ensure the public's or the College's convenience, the College may impose any restriction(s) on any entity or person desiring to use the Airport or who desires to use any property with access to the Airport.

5.2 State Agency

As a state agency, the College may be required upon request to provide any written contracts entered into between the College and any entity or User in accordance with State law.

5.3 Access

- 1.** A grant of access shall be clearly defined in any written agreement or lease of the Airport. The access shall be interpreted to be the most restrictive access necessary to conduct the Users' business on the Airport and shall not extend to access in any area other than the common areas of the Airport and the defined area contained in the agreement, contract or lease.
- 2.** In addition to the runways and taxiways, the common areas of the Airport are the lobby, restrooms and patio of the Airport Tower, the Airport Tower parking lot, the Fixed Base Operations building and the ramp adjacent to the Fixed Base Operations and the ramp adjacent to the Airport Tower.
- 3.** Access or rights conferred to one User may not be wholly or partially transferred to or shared with another person or entity. Only the User designated in the written agreement with the College may use the facility or area.
- 4.** Any change in the User's character or ownership shall require notification to the Director of Auxiliary Services and the College's written approval of the same. The College may require the submission of a new application reflecting the new intended owners or new interested parties. Each application submitted under this provision shall be considered a new application and all provisions herein regarding an application shall apply.
- 5.** No person or entity with access or right of use shall allow another person or entity to use their agreement to provide for the other party's access or use of the Airport. User access is access provided to the User's wholly owned aircraft which is registered to the User or any aircraft which is included in the User's contract with the College.

5.4 Safety Requirements

In addition to any contracted safety requirements, all Users shall maintain at all times a minimum of one working phone on the premises. All Users shall maintain a fire prevention and fire response system to adequately protect the property and persons in the area including fire prevention equipment and an adequate number of accessible fire extinguishers. Each User shall have a documented emergency response plan.

5.5 Contact Information

All Users shall provide at a minimum a phone number and name of a person who will be accessible twenty-four (24) hours a day in case of emergencies. This person must have complete authority to act on behalf of the User. All Users shall provide the Airport Supervisor or FBO with means to access the property twenty-four (24) hours a day in case of emergency. Each person owning an aircraft based at the Airport, employed, or receiving instruction at the Airport shall register at the office of the Airport Supervisor their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

5.6 False Information

Providing false information to the College or to the Airport Supervisor may result in termination of any agreements with the College, and any additional legal recourse the College may deem as appropriate in light of the circumstances.

5.7 User Responsibility to Ensure Safe Behavior

1. The User is responsible for the actions and omissions of the User and all the User's invitees, licensees, employees, agents, principals and owners. Additionally, the User is responsible for the acts or omissions of any trespassers when a User has failed to take all reasonable actions necessary to secure the premises.
2. All employees, invitees, licensees and agents granted access to the Airport by any User must be properly trained and must conduct themselves in a prudent and safe manner. Any person provided Airport access on a continual basis shall have a criminal history on file with the User. The User shall immediately revoke all Airport access granted to any person who has engaged in unsafe or inappropriate or suspicious behavior. Additionally, the User shall within twenty-four (24) hours of the observation of any suspicious behavior provide the Airport Supervisor with the person's name, physical description and the nature of the behavior.

5.8 Aircraft Repairs, Maintenance, and Modifications

1. Major aircraft repairs, preventative maintenance and modifications must be conducted inside the User's hangar unless otherwise agreed to by the College. In such cases, the aircraft shall not remain on the ramp longer than is reasonably necessary to complete the work on the aircraft assuming that work progresses steadily. All aircraft must be safely secured and parked.

2. Major engine, airframe, or avionics repairs shall be conducted by a properly trained or licensed, paid mechanic within a hangar or building designed for such commercial purposes or in an approved area.

5.9 Airport Inspections

All Users' facilities and leased premises shall be subject to inspection by the Airport Supervisor or other College designee to ensure that all operations are safe and in compliance with lease terms. All Users shall use the utmost care and the same standards set by other airports with similar tenants who possess excellent safety records.

5.10 Certifications and Qualifications

All persons employed or permitted access by a User shall meet all necessary certifications and shall be qualified to perform the jobs they have been assigned or that they have assumed. All persons employed or permitted access by a User shall be trained in maintaining a safe environment and shall have training in case of emergencies such as fire, accidents and structural failures.

5.11 User Compliance

All Users shall maintain facilities and work environments in compliance with all Minimum Standards, contract provisions, applicable laws, regulations, rules, orders, ordinances, decrees and zoning requirements.

5.12 Vehicle Parking

All Users shall be prohibited from allowing on-street parking. All Users shall provide a sufficient number of paved parking places for business operations to prevent on-street parking. Parking on-street or on-property not covered by the User's lease shall not be permitted and may result in breach of the lease contract or revocation of the User's right to use or access the Airport.

5.13 Property Condition

1. Hangar entrances shall be kept clear at all times.
2. The floors in all buildings shall be kept clean and free of oil.
3. Volatile, flammable substances shall not be used for cleaning the floors.
4. No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a private owned, rented, or leased hangar/building, the Airport Supervisor shall request the hangar/building owner, renter or lessee in writing to remove the offending property or litter. If within five (5) business days after the written notice, the hangar/building owner, renter, or lessee has

not removed the property or the litter as requested or made arrangements satisfactory with the Airport Supervisor to do so, then the Airport Supervisor may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee. Repeated violations of this provision may result in termination or suspension of the User's right to use the property. Any property, trash, or debris causing a threat to safety on the Airport shall be removed immediately with a reasonable fine of no more than five hundred dollars (\$500.00) but no less than one hundred dollars (\$100.00) to be imposed upon the User for each occurrence.

5. All property must be properly and safely stored. The cost for removal of the personal property shall be the responsibility of the User and a fine may be imposed in accordance with Section 4 above. The Airport Supervisor or the College may in writing approve of outside storage for larger aviation related equipment that is properly secured.

5.14 Payment of All Liabilities

All Users shall timely pay all liabilities including but not limited to taxes, mortgages and utilities. No User shall allow a lien to be filed against their property located at the Airport. The failure to comply with this provision shall be considered cause for immediate termination of the lease or agreement between the User and the College.

5.15 Unauthorized Personal Property

All recreational vehicles, golf carts, bicycles, recreational trailers, motorbikes, boats, all-terrain-vehicles, or mobile homes shall not be stored for any period of time on the Airport without the express written permission of the Airport Supervisor. No personal property shall be moved-in, erected, stored, or installed on the Airport including but not limited to vehicles, nonaeronautical equipment, portable buildings, or trailers except as may be specifically authorized in writing by the Airport Supervisor.

5.16 Aviation Use of Airport

No person shall inhabit any portion of the Airport and every one on the Airport must reside and stay at a residence off Airport property. Any public or private onsite security, including but not limited to, fire response persons may remain onsite as specifically authorized in writing by the Airport Supervisor.

5.17 Additions to or Modification of Facilities

1. Any significant addition to or modification of any facility or structure located on the Airport must be approved by the College before the addition or modification begins. The User shall be required to provide all architectural specifications, landscaping plans and site layout. The User is required to employ architects, engineers and contractors who have experience in aviation related construction.

2. Before beginning any project, FAA Form 7460-1 Notice of Proposed Construction or Alteration must be approved by the FAA.
3. Before beginning any project, the User may be required to purchase a performance bond which will insure against both completion of the job as well as reimbursement for any funds which may be expended by the College to remedy any condition created as a result of the Contractor's or the User's access to the Airport.

5.18 Contractors

1. Any contractor who requires access to the airside areas must have insurance in the minimum of One Million Dollars (\$1,000,000.00) naming TSTC Waco as an additional insured and must obtain authority to enter the Airport from the Airport Supervisor. The Airport Supervisor may impose any requirements deemed in the Airport Supervisor's opinion to be necessary for the safe operation of the Airport. The Airport Supervisor shall have the right to deny access to any person or Contractor who is in the Airport Supervisor's opinion conducting themselves in a manner inconsistent with safe practices.
2. The Contractor shall be required to submit a construction schedule including a listing of the number of vehicles and employees. The Contractor shall be responsible for all actions of his employees and shall remove anyone from the premises upon the discovery or the belief that the employee is engaged in unsafe practices or suspicious behavior.
3. The College shall have the right to enter and inspect the project at any time during to ensure compliance with rules, regulations and the specifications approved by the College.
4. Before leaving the job site at the completion of the day's work, the Contractor or the Contractor's designee shall contact the Airport Supervisor who will inspect the job site with the Contractor or the Contractor's designee before the Contractor leaves the site to ensure that the area is secure.

5.19 Breach of Contract

1. Any violation of the Minimum Standards or Rules and Regulations shall be considered a breach of contract for all contracting Users.
2. All Users shall be provided the opportunity to cure any non-critical breach upon notification of such breach as provided for in the User/ College written agreement. If any User commits the same non-critical breach on three or more occasions within any 12 month period, the College may elect at their discretion to terminate the User's right to conduct the activity. Non-critical breaches are defined as any breach which does not potentially threaten the safety of any person or property.

3. For any critical breach which may impact the safety of any person or property or which may affect an insurance policy of the User, the College may elect in its discretion to terminate the User's right to conduct the activity.

5.20 *Lien for Charges*

To enforce the payment of any charge incurred by the College for any charges authorized by the Minimum Standards, Rules and Regulations, or any User agreement, the College may have a lien upon such personal property, which shall be enforceable as provided by law.

5.21 *Lien Possessory Right*

To enforce the payment of any such charge, the Airport Supervisor may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.

5.22 *Incompetence, Bankruptcy, Insolvency or Death of Lessee, Tenant or Licensee*

Should the Lessee, Tenant, or Licensee become deceased, be adjudged to be incompetent, or the business declared bankrupt or become insolvent, the leased property and the executed contract shall not be considered as a part of the Lessee's, Tenant's or the Licensee's estate or an asset of any appointed or assigned guardian, trustee, or receiver. In such cases, the lease will immediately terminate and all rights and property returned to the airport owner.

5.23 *Required Written Authorizations*

All written authorizations and agreements shall be kept on file with the Airport Supervisor with a copy being provided to the Director of Auxiliary Services.

SECTION 6 – ENVIRONMENTAL RULES AND REGULATIONS

6.1 Environmental Issues and Indemnification

Lessee shall not install, store, use, treat, transport or dispose (or permit or acquiesce in the installation, storage, use, treatment, transportation, discharge or disposal by Lessee, its agents, employees, independent contractors, or sub-lessee) on the Leased Premises, and: (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels or polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local, or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the leased premises, and which is either: (i) in amounts in excess of that permitted or deemed safe under applicable law; or (ii) in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (a), (b), (c) or (d) are collectively referred to hereinafter as “Hazardous Materials”.)

6.2 Environmental Clean-Up Law

Lessee shall, at the Lessee’s own expense, comply with any presently existing or hereafter enacted laws relating to Hazardous Materials (collectively, “Cleanup Laws”); provided, however that Lessee shall not be responsible for correctly any violation of the Cleanup Laws under this Section that existed prior to the Commencement Date of their original lease. In furtherance and not in limitation of the foregoing, Lessee shall, at the Lessee’s own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the “Authority”) under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by Lessee, its agents, employees, independent contractor or sub-lessees during the term of the lease, Lessee shall, at the Lessee’s own expense, prepare and submit the required plans and financial assurances and carry out the approved plans in accordance with such Cleanup Laws and to the Lessor’s satisfaction. At no expense to Lessor, Lessee shall promptly provide all information requested by Lessor for preparation of affidavits or other documents required by Lessor to determine the applicability of the Cleanup Laws to the leased premises, as the case may be, and shall sign the affidavits promptly when requested to do so by the Lessor. Lessee shall indemnify, defend, save and hold Lessor harmless from and against, and reimburse Lessor for, any and all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, Attorneys’ Fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage,

use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by Lessee, its agents, employees, independent contractors or sub-lessees during the lease term; and from all fines, suits, procedures, claims and actions of any kind arising out of the Lessee's failure to provide all information, make all submissions and take all steps required by the Authority under the Cleanup Laws or any other environmental law. Lessee's obligations and liabilities under this section shall continue so long as Lessor and any of Lessor's affiliates remain responsible for Hazardous Materials at the leased premises, that were installed, stored, used, treated, transported, disposed or discharged during the lease term by Lessee, its agents, employees, independent contractors or sub-lessees. In addition to and not in limitation of the lessor's other right and remedies, Lessee's failure to abide by the terms of this section shall be restrainable by injunction.

6.3 *Environmental Notice*

Lessee shall promptly supply Lessor with copies of any notices, correspondence and submissions made by Lessee to or received by Lessee from any governmental authorities of the United State Environmental Protection Agency, the United State Occupational Safety and Health Administration, or any other local, state or federal authority that required submission of any information concerning environmental matters or Hazardous Materials.

6.4 *Environmental Survival*

Lessee's liability pursuant any environmental issue shall survive the expiration or earlier termination of the lease.

APPENDIX A – DEFINITIONS

Abandoned Property - property left on the Airport property without the consent of the Airport Supervisor or the College for a period of 30 days or more.

Accident - any physical contact between any part of either an aircraft or a vehicle and any part of any one of the following: an aircraft, a vehicle, a person, a stationary object, real property or other thing.

Aeronautical Activity - any activity or service 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 charter operations (under either Federal Aviation Regulations (FAR) Part 121 or 135), charter brokerage, aircraft hangar leasing, aircraft sales, aircraft rental, aircraft leasing and servicing, aircraft management, sight-seeing, pilot training, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft and aircraft components, or sale of general aviation aircraft parts.

Aircraft - any manmade body which is capable or is intended to be capable of flight

Aircraft Fuel - any molecular compound including any liquid, solid or gas used to power one or more types of aircraft

Airport - all of the TSTC Waco Airport property as provided for in the most current Airport Property Map

Airport Layout Plan - the most recent Airport Layout Plan as is contained in the most recent Airport Master Plan for the Airport

Airport Master Plan - the most recent Master Plan document on file with TxDOT depicting the planned use and configuration for the development of the Airport

Airport Supervisor - the Airport Supervisor or designee employed by Texas State Technical College Waco Campus

Airport Tower - the Airport Traffic Control Tower located at the TSTC Waco Airport

AMA - The Academy of Model Aeronautics

Based Aircraft - any aircraft which is located for the majority of its non-operational hours at the Airport

Board – TSTC Board of Regents

College - TSTC Waco Administration

Commercial Aeronautical Activity - any private or commercial or non-profit or governmental activity(ies) which are related to the aeronautical and/or the aerospace industry; such activities include the testing and education in either the aeronautical and/or aerospace fields

Entity - any person, or group or organization whether evidenced by written documents or not which conducts business including but not limited to corporations, partnerships, trusts, non-profit organizations, joint venture groups, governmental bodies or limited liability companies

EPA – Environmental Protection Agency

FAA - the Federal Aviation Administration of the United States Department of Transportation

Fixed Base Operator - (FBO) any entity on the Airport which is authorized to provide any aviation service including any fueling service to the Airport Users or to the public; a FBO must have a contract with the College in order to provide such services on the Airport

Hazardous Material - any material because of its nature for which any governmental entity has developed regulations for the handling of, or the storage of, or the disposal of the material

Lessee – see Tenant

Licensee - a person or entity who has been granted authority by the Owner or by an agent of the Owner of a property to come onto any part of the property

Major Aircraft Repairs and Modifications - any aircraft repair or modification typically requiring more than 8 hours to complete

Minimum Standards - establish the minimum requirements to be met as a condition for any person conducting or proposing to conduct aeronautical activities on Texas State Technical College Waco Airport and to insure fair and reasonable terms without unjust discrimination as adopted by the TSTC Board of Regents

NTSB – National Transportation Safety Board

Property with Access to the Airport - any property which has aircraft or vehicular access to the Airport airside property on a constructed roadway or taxiway specifically constructed to provide the property with access to the Airport

Rules and Regulations - intended for the safe, orderly and efficient operation of the airport, and apply to all persons using the airport for any reason as adopted by the TSTC Board of Regents

SPCC – Spill Prevention, Control and Countermeasure

TCEQ – Texas Commission on Environmental Quality

Tenant - a person or entity who enters into an agreement to give consideration to the owner or to the agent of an owner of property for the right to occupy or otherwise use property for a fixed period of time

Through the Fence Operations - direct ground access to the Airport by aircraft or by vehicle from property adjacent to or in the immediate vicinity of the Airport

Transient Aircraft - any aircraft which is not based aircraft and which is not parked on the Airport for the sole purpose of fueling or which is not part of a governmental contract with an Airport Tenant

TxDOT - the Texas Department of Transportation; unless otherwise noted, all references herein to TxDOT shall specifically be made to the Aviation Division of the Texas Department of Transportation located in Austin, Texas

User - any party, entity or person who is authorized to operate on the Airport or who is authorized to occupy or utilize space on the Airport; a User is not limited to those persons or entities which are physically located at the TSTC Waco Airport; a User includes but is not limited to Lessees, Licensees, Tenants and Invitees

Vehicle - any conveyance used for the transportation on land of any object or being

Vehicle Parking Area - any area designated by the College as a permissible place for the parking of vehicles