



# **TSTC Waco Airport**

## **Minimum Standards**

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

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## **I. GENERAL PROVISIONS**

### ***1.1 Purpose of Minimum Standards***

The Texas State Technical College Waco Airport Minimum Standards (Minimum Standards) shall establish the minimum requirements to be met as a condition for any person conducting or proposing to conduct aeronautical activities on TSTC Waco Airport and to insure fair and reasonable terms without unjust discrimination. They are also provided as a guide to improve Airport safety and for the purpose of ensuring a safe and secure Airport environment as well as to provide clear direction for developing the Airport consistent with the Airport Master Plan.

### ***1.2 Amendments to Minimum Standards***

Amendments to the Minimum Standards 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 Minimum Standards 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 Standards Used In Conjunction with Contract Provisions***

The Minimum Standards are to be used in conjunction with any contracted provisions deemed necessary by the College to protect the Airport or its Users. It is anticipated that uses and other sets of facts may arise which are not covered by these Minimum Standards, and in such situations, the College reserves the right to set standards, develop policies and to contract for any additional requirements deemed in the College's opinion in the best interest of the Airport.

### ***1.4 Standards Used In Conjunction with Airport Rules and Regulations***

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

### ***1.5 Airport Ownership and Authority***

The Airport is owned and operated by Texas State Technical College Waco Campus (College). The Airport Supervisor employed by the College has authority to take any action deemed in the Airport Supervisor's or the College's opinion necessary to protect persons or property. The Airport Supervisor may use a public safety department to aid the Airport Supervisor in the enforcement of any applicable laws, rules, standards, regulations, or ordinances. A person who violates any applicable laws, rules, standards, regulations, or ordinances may face criminal as well as civil penalties. Any violators who

wish to appeal any action taken by the Airport Supervisor may appeal to the President of the TSTC Waco Campus whose decision shall be final.

### ***1.6 Strict Compliance***

All Users who have access to the Airport shall be required to comply with all applicable Minimum Standards as set forth herein. The mere omission of any particular standard from a Lessee's, User's, or operator's written agreement/lease shall not constitute a waiver or modification of these Minimum Standards. Should any property become accessible to the Airport, any User with an interest in property with access to the Airport shall be required to adopt all Minimum Standards as set forth herein and all future revisions and amendments in addition to any other contracted consideration for such access. A copy of the most current Airport Minimum Standards shall be made a part of any lease or any agreement with any person or entity desiring to operate a business or occupy or utilize the Airport and shall further be made a part of any lease or agreement with any person or entity who owns, operates, utilizes or leases space on any land with access to the Airport; however, any pre-existing written lease agreements should take precedence over these Minimum Standards.

### ***1.7 Compliance with Federal Law***

The adoption of Minimum Standards for commercial aeronautical activities for the Airport is intended to aid in the compliance with federal grant requirements prohibiting the granting of exclusive rights to use the Airport property. Airport public areas, roads, taxiways, runways, and aprons remain available and open for public aeronautical use.

### ***1.8 Conflict of Minimum Standards***

If and where there are conflicts in the Minimum Standards prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there exist a conflict between any of the Minimum Standards prescribed herein and any Board rule or regulation applicable to the same area, the more stringent limitation or requirement shall govern and prevail.

### ***1.9 Severability***

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

### ***1.10 Waiver or Modification of Standards***

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

### ***1.11 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.

***1.12 Assumption of Risk***

The Airport grants the right of access to the Airport to all Users with the clear understanding that all Users must assume responsibility for their actions, choices and decisions.

***1.13 Knowledge of Minimum Standards Implied***

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

***1.14 Violation of Minimum Standards***

Any User who violates any provision set forth herein or any applicable law, ordinance, rule, or regulation may result in denial of business operation or lease. The Airport Supervisor has the authority to enforce this provision with the aid of any law enforcement agency should it be in the Airport Supervisor's opinion necessary or prudent.

***1.15 Qualifications***

1. Each FBO shall satisfy the Board that it is technically able to perform the services of an FBO, as the case may be.
2. Any person, firm or corporation capable of meeting the Minimum Standards set forth herein is eligible to become an FBO at the Airport, subject to the execution of a written lease with the Board or a written sublease with a Lessee, containing such terms and conditions as may be determined by the Board and meeting the requirements herein stated.
3. A Lessee shall not engage in any business or activity on the Airport other than that authorized under his lease or sublease agreement. Any Lessee desiring to extend his operations shall first apply in writing to the Director of Auxiliary Services for permission to do so, setting forth in detail the reasons and conditions for the request. The Board shall then grant or deny the request on such terms and conditions as the Board deems to be prudent and proper under the circumstances.
4. All FBOs at the Airport shall provide their own personnel and equipment, and meet the requirements as herein stated.
5. All FBOs at the Airport shall within their building provide access to a public lounge and public restrooms for their customers and shall make telephone service conveniently and readily available for public use.

**1.16 *Operating Responsibilities***

1. FBOs will, at all times, conduct, operate and maintain for the benefit of the public, the operations provided for and described herein, and will make all such services available to the public without discrimination in any form.
2. The rates and charges for any and all products and services of such FBOs shall be determined by the FBO, subject to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the products and services.

**1.17 *Right-of-Entry Reserved***

The College reserves the right at all reasonable times to enter upon each commercial airport operator's premises for any lawful purpose, provided that such entry does not unreasonably interfere with the commercial airport operator's use of the premises.

## **SECTION 2 – FIXED BASED OPERATORS**

An FBO is an entity, which maintains facilities at the Airport for the purpose of providing to the general public any of the following services:

1. Airframe and/or Power Plant Repair
2. Aircraft Fueling and Oil Dispensing Services
3. Flight Instruction Services
4. Agricultural Spraying Operation Services

### ***2.1 Airframe or Power Plant Repair FBOs***

1. Sufficient hangar space and centrally heated and cooled office space.
2. Minimum of 1 FAA certified mechanic on duty during all hours of operation.
3. Hours of operation beginning no later than 8:00 a.m. Mondays- Saturdays and closing no earlier than 5:00 p.m. Mondays- Saturdays.
4. Successful experience in operation of similar business.
5. Maintain all records in accordance with all applicable federal laws.
6. Paved adjacent vehicular parking with paved access to the building in sufficient number for employees and customers.
7. Paved adjacent outside parking area for aircraft.
8. Paved access to the runway-taxiway system.

### ***2.2 Aircraft Fueling and Oil Dispensing Services***

1. Avgas and jet fuel storage tanks must be State approved and registered if required.
2. A minimum of two (2) pumping skids is required.
3. Defuel must remain separate from new fuel.
4. There should be a minimum of two (2) trained and qualified fueling technicians.
5. Jet fuel refuelers should have a minimum ten thousand (10,000) gallon capacity.

6. FBO must provide minimum Jet fuel storage tanks of thirty thousand (30,000) gallons and avgas of 750 gallons.
7. FBO must provide a sufficient number of chains or other restraining devices and wheel chocks for each tie down position.
8. FBO fueling facility must be constructed of at least 50% masonry brick or stone material and approved by TSTC before construction.
9. FBO fueling facility must have a central heated and cooled area under one roof of at least two thousand (2,000) square feet with clean, comfortable and attractive restrooms and lounge areas.
10. FBO fueling facility must have adequate paved parking spaces for vehicular traffic with paved access to the building and handicap accessibility.
11. FBO fueling facility must have a computer no more than four (4) years old with high speed internet access and a telephone for pilot and passenger use while in the FBO.
12. FBO fueling facility must offer coffee, water and soft drinks.
13. FBO fueling facility must have a documented plan of action in case of a fuel spill, and at least the minimum number of working fire extinguishers and bonding cables as recommended in the latest edition of the National Fire Protection Association booklet, 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, 800-344-3555. Each FBO must have an SPCC plan in place as required by EPA.
14. Fuel pumps and trucks must meet all applicable local, State and Federal codes and must be approved for use by the local fire marshal and TSTC.
15. The FBO may open the fuel sales office no later than 7:00 a.m. Mondays-Fridays and no later than 9:00 a.m. on Saturdays and Sundays. The FBO must remain open at least until 11:00 p.m. Mondays – Fridays and until 5:00 p.m. on Saturdays and Sundays. There will be continuous uninterrupted service during normal days of operation.

### **2.3 *Flight Instruction Services***

No FBO is permitted to offer flight instruction on the premises without first obtaining Texas State Technical College Waco Campus President prior written consent.

### **2.4 *Agricultural Spraying Operation Services***

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Agricultural spraying operations will be conducted in accordance with procedures approved by the Airport Supervisor and made known to all persons conducting agricultural spraying operations. Said operations shall be conducted only on the designated Airport areas, and shall not include reckless flying or careless chemical handling. Chemicals used in agricultural spraying operations shall be dispensed, maintained and stored and the dispensing area shall be cleaned with all empty chemical containers stored and promptly disposed of in accordance with the label directions. Washing of agricultural spraying aircraft and flushing of such aircraft spray cans or hoppers will be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Supervisor. Agricultural spraying aircraft operators shall not exceed the maximum gross hopper weight stamped on the agricultural aircraft's hopper by the aircraft manufacturer or listed in the aircraft's specifications. Agricultural aircraft shall not take off or land on the dirt or grass between the runway lights and the property line fence(s), nor take off or land down wind. NOTE: Because of the hazard of such agricultural spraying operations, the College may require an agricultural spray FBO to post a bond, the amount to be determined by the College considering the financial risk to which TSTC Waco Airport would be exposed by an agricultural spraying FBO accident resulting in environmental damage, the number of agricultural spraying aircraft owned or leased and used by the Agricultural FBO, etc.

FBOs desiring to engage in aerial application operations must hold an Agricultural Aircraft Operator Certificate issued by the Federal Aviation Administration under Part 137 of the Federal Aviation Administration Regulations; and comply with the State of Texas Regulations therefore; and provide as a minimum the following:

1. Leasehold shall contain six thousand (6,000) square feet of land to provide for buildings, equipment, parking and other business operating space.
2. Lease or construct one thousand five hundred (1,500) square feet of building space for a climate controlled area for office space, customer amenities and telephone.
3. One employee holding a current commercial pilot certificate, properly rated for the aircraft to be used and meeting the requirements of Part 137 of Federal Aviation Administration and applicable regulations of the State of Texas.
4. One airworthy aircraft meeting all requirements of Part 137 of the Federal Aviation Administrations Regulations and application regulations of the State of Texas. This aircraft shall be owned or leased by agreement in writing and based on FBO's leasehold.
5. FBO will provide a segregated chemical storage area protected from public access. Wash down of agricultural spraying aircraft and flushing of agricultural aircraft spray tanks will be accomplished only in areas so

designated and approved in full compliance with applicable Environmental Protection Agency, Texas Water Development Board, Texas Department of Agriculture, and the Texas Department of Health recommendations and requirements. Empty chemical containers will be disposed of in accordance with applicable federal and state laws. Agricultural spraying operations will be conducted in accordance with procedures and from areas on the Airport specifically approved by the Board.

6. The normal hours of operation will be at the FBO's discretion, but will be reasonably available to the public.

### **2.5 Additional Services**

The College and any FBO may contract for the FBO to offer any of the following services provided that the College and the FBO agree to the terms and conditions prior to the offering of the services:

1. **Aircraft sales and/or rental:** Sufficient paved areas, paved parking areas, office space, aircraft display area, restrooms, office lounge area and aircraft inventory with professional, courteous, trained and knowledgeable staff onsite.
2. **Avionics:** Sufficient paved areas, paved parking areas, office space, shop space with sufficient storage space to keep the area clean, restrooms, office lounge area, tools and equipment necessary for the business with professional, courteous, trained and certified staff onsite.
3. **Aircraft storage:** Sufficient hangar, T-hangar, and tie down spaces.
4. **Air taxi and charter:** FAA Part 135 certification, aircraft with sufficient hangar, T-hangar, or tie down space, office with telephone and restrooms, and aircraft loading or unloading area, professional, courteous, trained and certified staff onsite.

### **2.6 FBO Minimum Requirements**

An FBO is required to perform the following functions or abide by the following requirements:

1. Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's business subject to the approval of the Airport Supervisor.
2. Upon termination of the lease, return any leased property to the College in the same condition as it was at the start of the lease, normal wear excluded. Any improvements or additions made to real property during the term of the lease shall remain affixed to the property and are property of the College.

3. A FBO will not prevent any person or entity who is leasing space on the Airport from servicing, maintaining, or fueling any aircraft owned by that person or entity that is based at their leased hangar.
4. A FBO will make its business open to all forms and classes of aeronautical use.
5. A FBO shall submit to and abide by periodic safety inspections by the Airport Supervisor, the FAA, and/or the Texas Department of Transportation.
6. A FBO shall furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport Users.
7. A FBO shall abide by any and all applicable rules, requirements, or mandates placed upon the Airport by the FAA or the State of Texas including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of State of Texas grants.
8. A FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the FBO's current lease agreement with the College.
9. A FBO's rights are subordinate to College's rights and obligations.

### ***2.7 Airport Owner's Rights and Obligations***

The Airport retains the right to the following:

1. Perform any or all of the functions of an FBO. The Airport retains the proprietary right to offer any or all FBO services and/or products and to prohibit any FBO from offering the same services or products at the airport.
2. Enter into contracts with other FBOs to operate similar or competitive businesses at the Airport without regard to the wishes or desires of existing FBOs. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the College may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the College be held liable or be required to pay damages for any economic losses or for services, equipment or any other obligations which were required by past or current contracts.
3. The College shall retain the authority to approve or reject an FBO's building design, construction, location, site layout, construction of any parking areas or other placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the

future development or expansion of the airport. Additionally, the College shall retain the authority to approve or reject any of the same as aforementioned based on nonconformity with the Texas Department of Transportation approved Airport Layout Plan or Master Plan, FAA standards, or the College standards.

4. Collect all fees for the use of the airport; these fees include lease of hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The Airport may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
5. Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.
6. At the direction of the Airport Supervisor, the FBO shall provide any assistance requested in the removal of any personal property, tools, furniture, aircraft, or equipment located on the leased property.
7. Reserve the right to take any actions necessary to protect the safety and usability of the Airport and the approach surfaces to all runway ends.

### **2.8 Conduct**

An FBO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with the Airport Users as well as other operators engaged in similar businesses on the airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public or the Airport. The College has the right to resolve all such disputes, disagreements, or conflicts and the College's determination will be binding upon all FBOs operating at the Airport.

### **2.9 Use and Use Conflict**

Any land, building, paved area, and other infrastructure leased to an FBO are to be used and occupied solely for the exclusive purpose(s) designated in the lease contract between the FBO and the College.

### **2.10 Compliance with Regulations**

An FBO must abide by all applicable Minimum Standards, contract provisions, laws, ordinances, rules, regulations, guidelines, terms, and conditions of the College and the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, the local and State fire marshals, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies including but not limited to those agencies who regulate any of the following the use and

storage of pesticides, the use and storage of chemicals, the handling and storage of hazardous waste, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO's business, and the general safety and operation of the Airport.

## SECTION 3 - INSURANCE and INDEMNIFICATION REQUIREMENTS

### 3.1 *Policies and Limits*

All Users' insurance policies shall name TSTC Waco as an additional insured. All Users shall be prohibited from allowing conditions to exist which may in any way affect the User's insurance policy. All Users are prohibited from failing to prevent the existence of any conditions to exist which in any way may affect the User's insurance policies. All Users are prohibited from contributing to or causing the existence of any conditions which could affect the User's insurance coverage. All insurance policies shall contain a waiver of subrogation rights endorsement with respect to the College.

All insurance policies shall contain a provision requiring the insurance carrier to notify the TSTC Waco Director of Auxiliary Services 30 days prior to the cancellation or modification of any insurance policy. All Users shall provide current certificates of applicable coverage to the TSTC Waco Director of Auxiliary Services. College may vary the types and minimum amounts of insurance coverage required based upon the precise nature of the aeronautical activities to be conducted by the Operator.

Every operator shall procure and maintain continuously in effect for the duration of its activities upon the Airport, at the Operator's sole expense, insurance of the types and in at least such **minimum** amounts as indicated below or otherwise determined by the College.

1. Comprehensive General Liability (Public Liability): One Million Dollars (\$1,000,000.00) for any one occurrence and a minimum of Two Million Dollars (\$2,000,000.00) for the annual aggregate.
2. Aircraft Liability (if applicable): One Million Dollars (\$1,000,000) Bodily Injury and Property Damage Combined Single Limit covering all damages as the result of the operation of a vehicle whether the vehicle is owned, leased or hired.
3. Workers' Compensation Insurance as required by Texas Statutes.
4. Products and Completed Operations Liability (if applicable): One Million Dollars (\$1,000,000.00) per occurrence.
5. Environmental Impairment Liability (if applicable): One Million Dollars (\$1,000,000.00).
6. Ground and Hangar Keeper's Liability (if applicable): Adequate coverage for any single aircraft in storage or care and a limit covering the total value of those aircraft by not less than One Hundred Thousand Dollars (\$100,000) for damage to any one (1) aircraft and Five Hundred Thousand Dollars (\$500,000) per each occurrence.

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7. Pollution Liability (if applicable): One Million Dollars (\$1,000,000.00) to include liability for bodily injury, property damage, and environmental damage resulting from any releases of pollution and covering any cleanup of the same.
8. For aircraft owners involved in Self-Fueling Operations: A Comprehensive Aircraft Liability policy indicating that the coverage includes owner's fueling/defueling operations with fueling equipment owned and/or operated by the aircraft owner. The minimum shall be One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.
9. Builder's Risk: During any construction on a leased site, the Operator shall furnish Builder's Risk Insurance insuring the contract price, with the College listed as the named insured. Any deductibles under the builder's risk policy shall be the responsibility of the Operator.
10. Insurance coverage in amount sufficient to replace any facility leased to or located on land leased to the User. Insurance in the full replacement value of all personal property, equipment, and trade fixtures on the leased premise.

### **3.2 Additional Coverage Required**

The College may require additional insurance in circumstances where the College perceives higher risks may be associated with the activity or the User or where special short-term conditions such as construction projects or government contracts exist.

### **3.3 Indemnification**

1. As a condition of the grant by the College to use the Airport, all Users shall indemnify Texas State Technical College and the Airport against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the User to perform any of the terms, conditions or to follow any provisions or Minimum Standards set forth in any applicable agreement or document, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any laws, ordinances, rules, regulations of any governmental authority, or (4) any mechanic's lien or security interest filed against the property or equipment, materials, or alterations of buildings or improvements on any Airport property.
2. The User agrees to use the Airport at its own risk and hereby releases Texas State Technical College and the Airport, its agents, and employees from all claims or any damage or injury to the full extent permitted by law.
3. The User further agrees to hold harmless Texas State Technical College and the Airport for any injury or damage happening on or about the Airport or as a

result of the use of the Airport by the User, or its agents, employees, invitees or licensees.

4. It is the responsibility of the Users to be familiar with the Airport operations, their activities and facilities and to be knowledgeable about the necessary safety precautions required in order to avoid damage, loss or injury. Users are required to comply with industry standards, reasonable safe practices, contract provisions, and all applicable rules, ordinances, regulations and laws. Users shall assume full responsibility for the safety of the User and the Users' invitees, licensees, employees and agents and shall maintain insurance sufficient to do so.

## **SECTION 4 – ARCHITECTURAL STANDARDS**

The College shall adopt these architectural standards for all new construction and for any remodel or modifications of existing structures.

The objective of the College is to create an attractive and cohesive environment for the TSTC Waco Campus and the Airport. The initial benchmark for aesthetic standards shall be the existing L-3 hangar numbers 7500 and 7700 for larger hangars. The initial aesthetic benchmark for all other hangars and buildings shall be the John B. Connally Technology Center located at the entrance to the TSTC Waco Campus.

Because of the size of aeronautical structures, the minimal landscaping and the simple architectural styles typically located on an Airport, the color and the materials used become the defining elements of the architectural standards.

### ***4.1 Safety Standards***

All structures must comply with any and all City/County/State/Federal building codes, statutes, rules, ordinances, laws and applicable airport compatible land use or zoning ordinances/orders, and the approved Airport Layout Plan. All structures must have proper ventilation, ample accessibility and sufficient storage to aid in maintaining a safe operation. FAA Form 7460, if required, must be filed and approved by the FAA before proceeding with any construction.

New fencing must be of either unpainted or black chain link or a similar metal material providing visibility of the building and the grounds of the leased tract or as approved by College.

No hangar or structure may be erected within the building restriction line or in conflict with the approved Airport Layout Plan.

All walkways to the structures from the vehicular parking areas must be paved concrete with sufficient amount of steel to ensure longevity. The concrete shall be a minimum depth of no less than 4” and a minimum width of no less than 40”.

### ***4.2 Aesthetic Standards***

#### **1. Hangar Specifications**

All new hangars shall be white in color and must be constructed of materials designed with at least a 20-year life expectancy. Design shall include windows of an amount and size to be determined based on a typical design for the structure or on the dimensions of the structure and whether or not the structure is adjacent to the Airport Tower, any educational facilities or public use facilities.

#### **2. Building Specifications other than Hangars**

##### ***Buildings Less than 10,000 Square Feet***

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The College may require the exterior construction to consist of at least 50% masonry of either brick or stone of an approved color.

The roofing of all buildings on the Airport shall be metal with major corrugations repeated in no less than 12 inch intervals and shall be silver or white in color.

Any building, less than 10,000 square feet, shall have windows comprising a minimum of 30% of any side facing Airline Drive. Design shall include windows of an amount and size to be determined based on the dimensions of the structure and whether or not the structure is adjacent to the Airport Tower, any educational facilities or public use facilities.

#### ***4.3 Signage Standards***

Signage shall be in keeping with the proportion of the lease tract and the buildings and shall be aesthetically compatible with the color and style of the structure. Signage is limited to the display of the User's logo or the display of the User's name or both; however, the College may approve signage required by the FBO regarding fuel branding. The College must approve in writing all signs prior to the display of the sign.

#### ***4.4 Landscaping***

Each project shall include a landscaping plan that is aesthetically pleasing, easily maintained.

#### ***4.5 Case-by-Case Analysis***

Every project shall be evaluated taking into consideration neighboring tracts, size of tract leased, length of lease, neighboring structures, proximity to Airline Drive and use of structure. The College may elect to vary from these standards when the circumstances warrant the variance.

## **SECTION 5 - AIRPORT LEASE RATES**

Initial leases for TSTC Waco Airport property will be considered when the proposed use is consistent with the Airport Master Plan. It is the goal of TSTC Waco Airport to encourage high quality development, continued maintenance and enhancement of facilities, and balanced uses of the Airport including a diversity of based aircraft and businesses. This policy will help insure the Airport will receive an appropriate return on the College's airport asset while providing equitable development opportunities for present and future leaseholders. This policy addresses new leases, extensions and lease rates by:

- Establishing hanger development sized with corresponding lease terms.
- Establishing uniform lease rates for TSTC Waco Airport.
- Encouraging full property utilization and preventing land banking.
- Ensuring compliance with all State and Federal laws and grant assurances.

### **5.1 *Lease Tracts***

1. All tracts shall be leased in conformity with the Airport Master Plan including any tracts leased to existing Users. All tracts must take in sufficient property to provide for a complete closure of the leased tract. No tract shall be surveyed omitting any property which cannot be feasibly leased to another unrelated User. Optimally, all leases shall extend from the edge of any airside paved surface to the edge of the airport property exclusive of common areas with a total leased area to be negotiated between the User and the College.
2. The Lessee or User shall be responsible for the cost of the survey which must be performed by a surveyor currently registered by the State of Texas. The College shall be provided a copy in the digital format requested by the Director of Auxiliary Services and a hard copy capable of reproduction of both the field notes and the plat of the surveyed tract. All leases shall have a copy of both the field notes and the plat of the surveyed tract attached to the agreement. The College shall be responsible for the costs to update the College plat by incorporating the new leased tract into the College documents.

### **5.2 *Facilities' Lease Rates***

All Facilities shall be leased using fair market value as established by current demand on the Airport or rates at comparable sized and usage airports.

### **5.3 *Ground Lease Rates***

All ground lease rental rates are first and foremost determined by any pre-existing written agreement or otherwise agreed upon provisions.

All tract sizes for calculation of rates and charges must be self-contained and contiguous and shall not be cumulative leases combined to achieve minimum rates.

Investments of less than fifteen thousand (15,000) square feet of new hanger, office, and shop space construction will have a lease term not to exceed thirty (30) years.

Investments of more than fifteen thousand (15,000) square feet of new hanger, office, and shop space construction will have lease term not to exceed forty (40) years.

The maximum lease term shall not exceed forty (40) years.

There are three Ground Lease rates and they are based on the three different types of properties. The categories are Prime, Secondary, and Improved Properties. The following property descriptions identify the various properties:

*Prime Property:* This property has runway and/or major thoroughfare frontage and located on the ramp area.

*Secondary Property:* This property is more remote or less desirable than prime property or has no existing ramp, taxiway, or runway access.

*Improved Property:* These are generally existing ramp areas, parking areas, or road improvements. The improved property should lessen the cost of building or initial capital outlay for the new ground lessee.

The three proposed rates are primary, secondary, and improved. All ground leases shall have an increase of at least \$0.01 per square foot every five years. The following are the recommended ground lease rates to be considered for the TSTC Waco Airport:

*Primary Rate:* \$0.10 per square foot per year

*Secondary Rate:* \$0.08 per square foot per year

*Improved Rate:* \$0.12 per square foot per year

#### **5.4 Other Lease and Rental Rates**

Special Events shall be charged a permit fee of either an hourly rate or a percentage of proceeds rate whichever the College deems more appropriate.

#### **5.5 Fixed Base Operations Rates**

Any FBO shall pay the negotiated rental rates and fuel flowage fees as provided in the FBO contract.

#### **5.6 Optimizing Revenue**

TSTC Waco Airport seeks to optimize both operational and lease incomes from the Airport. The Fair Market Value Rate is the rate the tenant is willing to pay and a Lessor is willing to accept in an arm's-length transaction for the lease of a specific airport site based on a combination of property availability, competitive market considerations, rates for similar properties, and property condition. The Board reserves the right to revise the terms and rates stated in this policy, as deemed necessary.

This policy will allow full development of the Airport while protecting the best locations for the highest use developments, i.e. large corporate aviation centers and/or executive aircraft operations. These typically must be spaces large enough to accommodate at least fifteen thousand (15,000) square feet of hangar space, an equivalent or larger ramp area, extensive quality office space, and significant parking area. Such sites usually require at least two or three acres or larger and should be preserved. Leaseholds of this size should not be subdivided. Clearly large, high quality, easily accessible corporate aviation sites should be carefully protected and nurtured. Failure to protect the property that fronts the runway or that is along the primary ramp would be less than good stewardship.

The tenant shall conduct its operation and maintain the leasehold in such a manner as to be free of environmental contamination upon expiration or termination of 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