



**AMENDMENT TO CITY OF AUSTIN DEPARTMENT OF AVIATION
MINIMUM STANDARDS AND REQUIREMENTS FOR COMMERCIAL
AERONAUTICAL SERVICE PROVIDERS AT AUSTIN-BERGSTROM
INTERNATIONAL AIRPORT**

1. Subsection K of Section I DEFINITIONS of the City of Austin Department of Aviation Minimum Standards And Requirements for Commercial Aeronautical Service Providers at Austin-Bergstrom International Airport is hereby amended to read as follows:

K. Specialized Aviation Service Operator or SASO is a Person maintaining facilities at the Airport for the purpose of providing one or more of the following services: (1) specialized aircraft repair services (radios, painting, upholstery, propellers, instruments, accessories, etc.); (2) aircraft airframe and powerplant maintenance and repair; (3) flight training; (4) aircraft sales; (5) aircraft rental; ~~and/or~~ (6) aircraft charter and air taxi service; (7) commercial aircraft storage. Aircraft fueling may not be performed as a Specialized Aviation Service; only those Operators that provide each of the Minimum Services required in Section VI will be authorized to perform aircraft fueling. Section VII of these Minimum Standards sets out additional specific standards for SASOs.

2. Section VII STANDARDS APPLICABLE TO SPECIALIZED AERONAUTICAL SERVICES PROVIDERS of the City of Austin Department of Aviation Minimum Standards And Requirements for Commercial Aeronautical Service Providers at Austin-Bergstrom International Airport is hereby amended to add the following subsection G:

G. Commercial Aircraft Storage. A Commercial Aircraft Storage Operator is a Person engaged in the business of providing storage and hangar space for general aviation aircraft to third persons for a fee, and includes the operator of a business that sells fractional interests or shares in aircraft that are stored or kept at any time on the premises.

1) Minimum Standards. The Operator shall maintain all licenses and certificates required for the operation of its business by the FAA, or any State or local agency having jurisdiction over the Operator. The Operator shall not store or dispense fuel on the premises, nor may Operator allow its hangar tenants to store fuel on the premises. Self fueling of aircraft is permitted on the premises if the fueling is performed by a tenant or tenant's employees with fuel supplied by the tenant in an area designated by the Operator for self-fueling by

tenants. The location, design and construction of self fueling areas must be approved in writing by the Director, and comply with Airport Design Guidelines and Airport Environmental rules and regulations, including the Airport Stormwater Pollution Prevention Plan. Aircraft may be maintained, repaired or serviced on the premises if such services are performed either by a) a tenant or tenant's employees using services supplied by the tenant, or b) an FBO or SASO having a permit to operate on the Airport. No de-icing or painting of aircraft is permitted on the premises. The Operator shall not permit engine run-ups on the premises. The Operator may not provide any other Commercial Aeronautical Service (including, without limitation aircraft repair or maintenance services, flight training, aircraft sales or rental, and aircraft charter and air taxi service) unless it complies with the applicable Minimum Standards and has been granted a separate permit to provide such Commercial Aeronautical Services.

2) Minimum Space Requirements. The Operator shall lease or sublease a sufficient amount of land, but not less than two acres, upon which all required Improvements shall be located, including any on-premises water quality or drainage improvements necessary to comply with applicable Federal, State and Local law, rules and regulations and the Airport Storm Water Pollution Prevention Plan. The Improvements must include a minimum of 8,000 square feet of hangar space with no individual hangar having less than 8,000 square feet of hangar space. The Operator must provide air conditioned space for an office, restrooms, lounge and telephone facilities for customer use, (c) paved aircraft apron space to accommodate the maximum number and type of aircraft that Operator can store within its hangar at any one time, and (d) paved motor vehicle parking facilities to accommodate Operators customers and employees on a daily basis.

3) T-Hangars. In this section T-Hangar means an aircraft hangar that consists of a multiple number of individual T-shaped bays or units, each suitable for the storage of a single aircraft. A Commercial Aircraft Hangar may be a T-Hangar, provided that:

- a) The T-Hangar must contain a minimum of twelve aircraft storage bays or units, plus air conditioned space for an office, restrooms, lounge and telephone facilities for tenant use;
- b) A T-Hangar unit may be used only for the storage of private non-commercial general aviation aircraft; and
- c) Commercial Aeronautical Services may not be operated from any T-Hangar unit.

4) Hours of Operation. Operator shall be open for business and have one or more employees on the premises a minimum of a minimum of eight (8) hours per day, five (5) days per week, and available on two hours' notice on an on-call basis after Operator's regularly scheduled business hours.

5) Minimum Experience. The Operator shall have a minimum of two (2) years of experience in providing the Commercial Aeronautical Service specified in this section.

6) Liability insurance. The Operator shall carry and maintain the following insurance coverages:

a) Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$10,000,000 product/completed operations limit of liability. The policy shall contain the following provisions:

- i) Independent Contractors Coverage
- ii) Blanket contractual liability coverage for liability assumed under the Lease or Permit including, without limitation, coverage for the Environmental obligations and indemnities assumed by the Operator
- iii) Medical expense coverage with a limit of \$5,000 any one person
- iv) Ground Hangarkeepers Liability with a limit of \$2,000,000
- v) City of Austin listed as additional insured
- vi) Thirty (30) day Notice of Cancellation in favor of the City of Austin
- vii) Waiver of Transfer of Right of Recovery Against Others in favor of the City of Austin

b) If Operator operates any motor vehicle in the Air Operations Area of the Airport, Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 for bodily injury and property damage. The policy shall contain:

- i) City of Austin named as additional insured, form TE 9901B
- ii) Thirty (30) day Notice of Cancellation in favor of the City of Austin form TE 0202A

c) Aircraft Liability Insurance for all Operator owned or operated aircraft (including aircraft in which the Operator owns a fractional share) with a minimum bodily injury and property damage per occurrence limit of \$10,000,000 for coverage Bodily Injury and Property Damage and \$10,000,000 for Personal and Advertising Injury. The policy shall contain:

- i) Contractual liability coverage for liability assumed under the Lease or Permit
- ii) Medical Expense coverage with a limit of \$5,000 any one person
- iii) City of Austin as additional insured
- iv) Thirty (30) day Notice of Cancellation in favor of the City
- v) Waiver of Transfer of Rights of Recovery Against Others in favor of the City of Austin
- vi) Non-owned aircraft liability with a minimum limit of \$10,000,000

Adopted this ____ day of _____, 2002

Jim Smith, Executive Director of Aviation