



**PLAINVIEW, TX**  
*explore the opportunities*

**MINIMUM STANDARDS**  
**FOR COMMERCIAL AND NON-COMMERCIAL OPERATORS**  
**AT PLAINVIEW-HALE COUNTY AIRPORT**  
**PLAINVIEW, TEXAS**

*Draft as of JULY 9, 2020*

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**SECTION 1:**  
**GENERAL STANDARDS**

## Section 1: General Standards

The following have been adopted as the Minimum Standards for the Plainview-Hale County Airport. The terms herein shall be applied uniformly to all persons operating or designed to operate from the Plainview-Hale County Airport, as defined herein. Any person operating on or from the Airport consents to be bound by these Standards.

**GS-1. Authorization of Implementation of Minimum Standards:** The Airport Manager shall enforce the Minimum Standards.

**GS-2. Definitions:** [Appendix A](#) contains definitions of terms commonly used in the Rules and Regulations and in the Minimum Standards for Plainview-Hale County Airport. These definitions are subject to review, and may be modified from time to time. The Airport Board reserves the right to add, delete, or change definitions as deemed necessary or prudent.

**GS-3. Airport Open on Nondiscriminatory Basis:** Subject only to the provisions hereof, facilities at the Airport shall be open to all classes of users on a fair and not-unjustly discriminatory basis. What constitutes discrimination shall, in the final analysis, be determined by the FAA and that determination shall be final.

**GS-4. Compliance with Ordinances, Laws, Rules, and Regulations:** All persons operating at the Airport shall comply with applicable state and federal laws, rules and regulations, and local ordinances.

**GS-5. Hangar Space:** Except as otherwise provided in this section, no person may offer for hire at the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless they have leased premises from the Airport as a GFBO or SFBO.

**GS-6. Inspections:** To the extent necessary to protect the rights and interests of the Owner, or to assure compliance with these Minimum Standards or a lease, the Airport Manager or their authorized representative, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right, upon notice, during reasonable hours, to enter and inspect structures, premises, facilities, and improvements at the Airport to determine compliance with all requirements of these Standards and any applicable lease provisions.

**GS-7. Surface Vehicles, Limits on Weight:** No vehicle with dual-wheeled axle loadings of more than fifteen thousand (15,000) pounds is allowed on any paved or treated aircraft movement or parking areas.

**GS-8. Civil Rights:** Persons using this Airport shall comply with all provisions of the Civil Rights Act of 1964 and Part 21 of the Regulations of the U.S. Department of Transportation, and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, creed, color, national origin, or sex.

**GS-9. Complaints:** Complaints against any operator or employee for violations of these Standards shall be filed with the Airport Manager, in writing, alleging the infraction, date, persons, and any witnesses thereto, and signed by the complainant.

**GS-10. Use of Land within the Airport:** Property within the Airport may be used only for aeronautical purposes, provided, however, that nothing herein shall prohibit a secondary non-aeronautical use of such land if:

- A) the secondary use does not interfere with the primary aeronautical need;
- B) the secondary use is not in violation of FAA regulations;
- C) the secondary use is specifically authorized by Owner; and,
- D) the secondary use will benefit the Airport or provide for its maintenance or development.

**GS-11. Plainview-Hale County Airport Board (AB):** The AB's responsibility is to govern the matters relating to the Plainview-Hale County Airport. The board should govern with intent toward the overall best interest of the Plainview-Hale County Airport, the City of Plainview, and Hale County, Texas. The AB is authorized to ratify and implement these Standards. Per the joint inter-local agreement, the City of Plainview and Hale County, as co-Owners of the Plainview-Hale County Airport, hold authority over the Board. Hale County acts as the custodial treasury for the Plainview-Hale County Airport.

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**SECTION 2:**  
**COMMERCIAL OPERATIONS**

## Section 2: Commercial Operations

**CO-1. Commercial Operations:** No person may conduct any commercial activity or offer or provide any goods or services to the public for compensation at the Airport unless that person is a General Fixed-Base Operator (GFBO) or a Specialty Fixed-Base Operator (SFBO) at the Airport.

**CO-2. General:** No person may conduct or provide to the public for compensation any goods, services, or equipment at the Airport unless qualified as a GFBO or SFBO. Nothing contained herein or anywhere else in these Standards will prohibit partners, co-owners, or members of legitimate nonprofit clubs (as limited elsewhere in these Standards) from providing, servicing, or using their own flight equipment.

**CO-3. General Fixed-Base Operator (GFBO):** As used herein, GFBO shall mean a primary commercial operator authorized to do business or to provide goods or services to the public for compensation on Airport property, and who meets at least the minimum requirements set out hereinafter.

Any person desiring to become a GFBO shall be required to lease either a GFBO area, which may be vacant at the time, or an equivalent acreage of land located elsewhere on Airport property. If a GFBO area is to be developed for the first time, the person obtaining the lease or operating rights shall, at their own expense, in addition to other requirements herein, construct at a location shown or to be shown on the AMP a paved aircraft parking apron of at least thirty-thousand (30,000) square feet with at least a ten-(10) year design life, and have a thirty-thousand- (30,000) pound single-wheel configuration aircraft load rating. The parking apron requirements shall not apply if a paved aircraft parking area will be provided by the Owner.

A) Requirements:

- 1) A GFBO will lease, at a rate stipulated in the lease agreement, a compatible GFBO area at the Airport.
- 2) A GFBO must acquire and maintain the required Airport Commercial Permit as stipulated by the Airport.
- 3) A GFBO, within one (1) year of lease agreement date plus any extensions the AB may grant, will commence construction of a fully equipped and operational facility as required by these Standards, and will complete construction within two (2) years of lease agreement date, plus any extension the AB may grant. If any GFBO fails to do so, the Owner may on their motion, or upon receiving a firm bona fide offer to lease and operate a GFBO on the tract from an otherwise qualified person, shall unilaterally cancel the GFBO lease and offer the tract for lease to others under the procedures set out hereinafter.
- 4) A GFBO will provide prompt line service with at least one person on duty at all times from 8:00 a.m. to 6:00 p.m., seven (7) days a week, to safely and courteously supply fuel, starting aid, and related light maintenance to aircraft and/or service vehicles at the Airport.
- 5) A GFBO will provide, at all times, at least two (2) fully equipped positions on the paved parking apron for itinerant aircraft usage.
- 6) A GFBO will possess and maintain insurance coverage as prescribed in [Section 5](#).

- 7) A GFBO will provide the following during normal operating hours:
  - a) a food and soft drink vending machine accessible to Airport users;
  - b) a pilot and passenger lounge with restrooms;
  - c) at least one (1) courtesy car for customer services and support;
  - d) a telephone available for public use;
  - e) a fire extinguisher of minimum capacity required under local fire codes at prominent and highly visible location(s) on or in front of the hangar/pilot lounge for fighting fuel fires in/on/around aircraft.
- B) Aircraft Fuel and Oil Service:
  - 1) An aircraft fuel and oil service GFBO provides aviation fuels, lubricants, and other services supporting itinerant aircraft operations and operations of aircraft based at the Airport.
  - 2) Except as otherwise provided in any agreement between the GFBO and the AB, a GFBO conducting aviation fuel and oil sales or service to the public at the Airport shall be required to provide the following services and equipment:
    - a) Appropriate grades of aviation fuel
      - (i) 100 LL
      - (ii) Jet A
    - b) An adequate inventory of generally accepted grades of aviation engine oil and lubricants
    - c) Fuel-dispensing equipment including, but not limited to, at least one (1) fuel-dispensing vehicle for each fuel grade provided in herein that meets all applicable Federal, State, County, and City requirements for each type of fuel dispensed
    - d) Proper equipment for aircraft towing, inflating aircraft tires, washing aircraft windscreens, and recharging aircraft batteries
    - e) The safe storage and handling of fuel in conformance with all Federal, State, County and City requirements and fire codes pertaining to safe storage and handling of fuel
    - f) The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to: used oil, solvents, and other regulated waste. The piling and storage of crates, boxes, barrels, and other containers will not be permitted within the leased premises.
    - g) Adequate grounding wires will be installed, continuously inspected, and maintained on all fueling equipment to reduce the hazards of static electricity
    - h) An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by applicable fire codes
  - 3) The prospective GFBO shall have their premises open and services available during required business hours seven (7) days a week, and shall always make provision for an office attendant to be on duty during the required operating hours, unless otherwise negotiated with the AB.
  - 4) A designated parking space for each fueling vehicle shall be leased.
  - 5) All GFBOs must comply with Section 7, Fuel, Delivery, Storage, and Sales.

**CO-4. Specialty Fixed-Base Operator (SFBO):** A Specialty Fixed-Base Operator (SFBO) is a person other than a GFBO who offers and/or provides for compensation to the public goods, services, or facilities on or for delivery on or in the vicinity of the Airport, including one or more of the following activities:

- A) Freight service
- B) Aircraft engine, airframe, and accessory modifications
- C) Aircraft avionics installation, modification, and repair



- D) Major and/or minor aircraft power plant and accessory repair
- E) Major and/or minor aircraft airframe and accessory repair
- F) Ground schools for pilots or mechanics
- G) Flight schools providing for at least single-engine, private pilot (VFR) ratings within a reasonable length of time, and own or possess under exclusive lease at least one aircraft, IFR-certified, which must be based at the Airport and kept properly certified, and in top mechanical and physical condition
- H) Helicopter pilot training
- I) Other special flight instructions
- J) Aerial photography
- K) Air ambulance
- L) Covered and uncovered aircraft parking
- M) Other specialty activities not identified
- N) Sales of aircraft

No person may operate as an SFBO unless that person has received and holds a currently valid written authorization from the AB. Conditions that must be met for the AB to issue a written authorization to function as a SFBO are as follows.

- A) The person must have:
  - 1) A lease recommended and approved by the AB with sufficient and appropriate space to conduct the functions of the SFBO as it has represented it will perform for a period of a minimum of twelve (12) months for either unimproved Airport property or improved Airport property with Airport-owned facilities on it (aircraft storage hangars and tie-down spaces shall not be used for a SFBO operation); or
  - 2) A sublease from a GFBO or another SFBO with sufficient and appropriate space to conduct those functions as an SFBO which the AB has approved and has set out in the written authorization.
- B) The person must make a request to the AB, in writing, establishing the specific functions that they will perform as an SFBO (the AB shall limit the issued written authorization to those functions set out in the request).
- C) To the extent applicable to the SFBO operation authorized by the AB, the applicant must provide the same type/amount of insurance coverage as required from GFBOs and must meet all other requirements of these Standards.

**CO-5. Aircraft Sales:**

- A) New Aircraft Sales: A new aircraft sales SFBO engages in the sale of new aircraft (either on a retail or wholesale basis) of an aircraft manufacturer or used aircraft, and will provide such repair, services, and parts as necessary to meet any guarantee or warranty on aircraft sold.
- B) Used Aircraft Sales: A used aircraft sales SFBO engages in the purchasing and selling of used aircraft. These SFBOs may provide such repair, services, and parts as necessary to support the operation of aircraft sold. Some of the requirements for the sale of new aircraft may not be appropriate to the sale of used aircraft because of each aircraft's unique operational purpose.
- C) The aircraft sales SFBO shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. The SFBO who is engaged in the business of selling new aircraft shall have available a representative example of the product(s), as required by the manufacturer.

- D) The SFBO shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required. The SFBO shall also maintain, during all business hours, a responsible person in charge to supervise the operations in the leased area with the authorization to represent and act for and on behalf of the SFBO, and to provide appropriately rated pilots with aircraft demonstrations and make and model training in aircraft sold.
- E) At least one (1) aircraft storage space (tie-down or hangar) shall be leased for each aircraft in inventory.

**CO-6. Airframe, Engine, and Accessory Maintenance and Repair:**

- A) An aircraft airframe, engine, and accessory maintenance and repair SFBO provides one or a combination of airframe, engine, and accessory overhauls and repair services on aircraft, up to and including business jet aircraft and helicopters. This category shall also include the sale of aircraft parts and accessories.
- B) The SFBO shall provide sufficient equipment, supplies, manuals, and availability of parts equivalent as required for certification by the FAA.
- C) The SFBO shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or an aircraft inspector rating.
- D) At least two (1) aircraft storage spaces (tie-downs or hangars) shall be leased for such SFBO operations.

**CO-7. Aircraft Lease or Rentals:**

- A) An aircraft lease or rental SFBO engages in the rental or lease of aircraft to the public.
- B) The SFBO shall have available a certified and currently airworthy aircraft for rental, either owned or under written lease to the SFBO.
- C) The SFBO shall make available during business hours an appropriately rated and current FAA certified flight instructor for aircraft check flights as required.
- D) At least one (1) tie-down or adequate hangar space shall be leased from the AB for each owned or leased aircraft.

**CO-8. Flight Training:**

- A) A flight training SFBO engages in instructing pilots in fixed and/or rotary wing aircraft and provides dual-flight instruction and related ground school instruction as necessary, preparatory to taking written examinations and flight tests appropriate to the pilot certificates and ratings sought by the applicant.
- B) The SFBO shall have available for use in flight training, either owned or under written lease to SFBO, a certified and currently airworthy aircraft, which must be at least a two- (2) place aircraft suitable for private pilot training.
- C) The SFBO shall employ at least one FAA-certified flight instructor to provide the type of training offered.
- D) At least one (1) tie-down or adequate hangar space shall be leased for each owned or leased aircraft.

**CO-9. Avionics, Instruments, or Propeller Repair Stations:**

- A) An avionics, instrument, or propeller repair station SFBO engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories. The SFBO shall hold the appropriate repair station certificates issued by FAA for the types of equipment they plan to service and/or install.
- B) The SFBO shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner but never less than one (1) person who is an FAA-rated radio, instrument, or propeller repairman.
- C) At least one (1) aircraft storage space (tie-down or hangar) shall be leased.

**CO-10. Aircraft Charter and Air Taxi:**

- A) An air charter or air taxi SFBO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations. The SFBO shall provide a list of type, class, size and number of aircraft intended to be used by the SFBO, either owned or under written lease. Not less than one (1) single-engine four- (4) place aircraft must meet the requirements of the commercial air taxi certificate held by the SFBO.
- B) The SFBO shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards in an efficient manner but never less than one (1) person who is an FAA-certified commercial pilot and otherwise appropriately rated to permit the flight activity offered by SFBO.
- C) At least one (1) tie-down or adequate hangar space shall be leased for each owned or leased aircraft.

**CO-11. Aircraft Storage:**

- A) Aircraft storage SFBO engages in the rental of conventional hangars or multiple T-hangars.
- B) The conventional hangar SFBO shall have their facilities available for the tenant's aircraft removal and storage on a continuous basis.
- C) The SFBO shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of aircraft with appropriate equipment.

**CO-12. Specialized Commercial Flying Services:**

- A) Specialized commercial flying services SFBO engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:
  - 1) Nonstop sightseeing flights that begin and end at the same airport;
  - 2) Aerial advertising;
  - 3) Aerial photography or survey;
  - 4) Power line or pipeline patrol;
  - 5) Firefighting; or,
  - 6) Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

- B) All SFBOs shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.
- C) The SFBO shall have in their employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner.

**CO-13. Multiple Services:**

- A) A multiple services SFBO engages in any two (2) or more of the aeronautical services for which Minimum Standards have been herein provided.
- B) The SFBO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SFBO.
- C) The SFBO shall obtain, as a minimum, insurance coverage that is equal to the greater requirement for all individual aeronautical services being performed by SFBO.
- D) The SFBO shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Minimum Standards for each aeronautical service the SFBO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SFBO.
- E) The SFBO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the combined needs of the operations proposed.

**CO-14. Flying Clubs:** See requirements for Flying Clubs in Airport Rules and Regulations, and in Minimum Standards Section NC-1.

**CO-15. SFBO Subleasing from Another SFBO:** Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the AB for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee SFBO.

The sub-lessee SFBO shall meet all of the Minimum Standards established by the AB for the categories of services to be furnished by the SFBO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the Standards.

**CO-16. Environmental:** Any SFBO, person, party, firm, or corporation operating on this Airport must comply with all federal, state, and local environmental laws, rules, and regulations.

**CO-17. Aerial Applicators:** No person may use the Airport for loading, unloading, or airframe/hopper/tank washdown, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless they first get written permission from the AB. The AB shall not grant such a permit unless the applicant follows procedures to obtain an SFBO permit and, in addition, agrees to provide at their own expense a paved work area with adequate provisions (if not provided by a GFBO-lessee) to collect all debris, liquids, and other materials from such aircraft, deposit same in a container, and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Department of Water Resources, Texas Department of Agriculture, Texas Commission on Environmental Quality, and the code of ordinances and regulations of City of Plainview and Hale County. [\*\(back to top\)\*](#)

**SECTION 3:**  
**NON-COMMERCIAL OPERATIONS**

### Section 3: Non-Commercial Operations

**NC-1. Flying Club/Cooperative and/or Partnership Ownership of Aircraft:** Flying club, cooperative or partnership ownership operation of aircraft based at the Airport is specifically authorized, provided:

- A) The flying club, association, partnership, or corporation is composed only of natural persons and is organized on a not-for-profit or solely cost-sharing basis.
- B) The flying club, association, partnership, or corporation will provide and maintain public liability insurance as prescribed in [Section 5](#).
- C) The flying club, association, partnership, or corporation leases, rents, or otherwise provides on the Airport hangar space or tie-down space for each aircraft operated from the Airport.
- D) Training is provided only to its members, if provided at all.
- E) The flying club, association, partnership, or corporation registers with the Airport Manager on the first business day of each year and provides the required copy of public liability insurance policy, a listing of aircraft (with "n" numbers) based and used at the Airport, and a list of all members authorized to operate such aircraft.
- F) The flying club, association, partnership, or corporation and all members thereof otherwise operate in accordance with applicable federal and state law, regulations, and these Standards.
- G) If the non-commercial operation carries on any activity deemed by the AB to be a commercial activity, then the operation will be deemed to be a commercial activity subject to [Section 2: Commercial Operations](#).

**NC-2. Governmental Agencies:** Governmental operations are not considered commercial operations.

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**SECTION 4:**  
**LICENSES, CERTIFICATES, & AUTHORIZATIONS**

## **Section 4: Licenses, Certificates, & Authorizations**

**LCA-1. Licenses, Certifications, and Authorizations:** No person shall operate on or from the Airport (whether for compensation or not) unless they possess or can confirm all licenses, certificates, and authorizations required by these Standards and the various governmental authorities for such operations. All commercial operations must acquire and maintain the required Airport Commercial Permit as stipulated by the AB.

**LCA-2. Fees Schedule:** The AB will develop and maintain a schedule of fees to include, but not be limited to: fuel flowage fees, commercial permit fees, land lease rates, building lease rates, and others as needed.

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**SECTION 5:**  
**INSURANCE**

## Section 5: Insurance

**I-1. Insurance:** Any public liability insurance policy required under these Standards shall be carried with a Texas-licensed company. Also, a certificate shall be furnished to the Airport Manager showing that said insurance is in force, in which the City and County are additionally insured, and provides for a thirty- (30) day notice of cancellation.

**I-2. Insurance on All Structures:** At all times during the term of the lease of land on the Airport, the lessee, at their own expense, shall maintain with a Texas-licensed casualty company insurance on all structures on the leased property at the Airport, protecting the lessee and the Owner, as their interests may appear, against loss of damage by fire, accident, wind storm, hail, explosion, or smoke. Should loss occur and lessee abandons the lease for any reason, all proceeds shall (except to the extent otherwise claimable by the structure's mortgagee) become the property of the AB.

### **I-3. Schedule of Minimum Insurance Requirements:**

*Note: CSL = Combined Single Limit*

- A) GFBO or SFBO:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises, operations, and product liability.
  - 2) Commercial general liability policy: \$1,000,000 CSL
  - 3) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- B) Airframe and Powerplant Repair, Avionics, Instruments, or Propeller Repair:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises, operations, and product liability.
  - 2) Commercial general liability policy: \$1,000,000 CSL
  - 3) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- C) Air Taxi and/or Aircraft Charter:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises and operations.
  - 2) Aircraft liability with coverage for bodily injury and property \$1,000,000 CSL damage, including passengers.
  - 3) Commercial general liability policy: \$1,000,000 CSL
  - 4) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- D) Aircraft Rental, Flight Training, Commercial Flying Club:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises and operations.
  - 2) Aircraft liability for bodily injury and property with coverage of \$1,000,000 CSL damage, including passengers.
  - 3) Commercial general liability policy: \$1,000,000 CSL
  - 4) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- E) Specialized Commercial Aeronautical Activities, Aircraft Sales:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises and operations.
  - 2) Aircraft liability, if aircraft used in operation: \$1,000,000 CSL
  - 3) Commercial general liability policy: \$1,000,000 CSL

- 4) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- F) Non-Commercial Flying Clubs:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises and operations.
  - 2) Aircraft liability, with coverage for bodily injury and \$1,000,000 CSL property damage, including passengers.
  - 3) Commercial general liability policy: \$1,000,000 CSL
  - 4) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- G) Aerial Applicators:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises and operations.
  - 2) Commercial general liability policy: \$1,000,000 CSL
  - 3) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- H) Aircraft Hangar Operator:
  - 1) General Liability Policy: \$1,000,000 CSL
  - 2) Commercial General Aviation liability policy: \$1,000,000 CSL
  - 3) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- I) All Other Commercial Operations:
  - 1) Commercial general aviation liability policy with coverage of \$1,000,000 CSL for premises and operations.
  - 2) Commercial general liability policy: \$1,000,000 CSL
  - 3) Hangar Keeper's Liability: Value of Aircraft in care, custody, and control.
- J) Non-Commercial Lessees on Airport Land:
  - 1) General Liability Insurance policy

**I-4. Special Instructions:**

- A) Any operator fueling aircraft shall have a minimum \$1,000,000 CSL general liability policy with the coverage specified in the Plainview-Hale County Airport Rules and Regulations.
- B) Any Operator using service vehicles on Airport premises in support of its operations shall maintain additional coverage of Motor Vehicle Liability in the amount of \$500,000 CSL.

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**SECTION 6:**  
**BUILDING/IMPROVEMENT STANDARDS**

## Section 6: Building/Improvement Standards

**BIS-1. Buildings and Structures:** Only buildings and structures open to the public are considered public buildings and shall comply with state and local laws, codes, and regulations directly relating to public buildings.

**BIS-1a. Maintenance of the Airport:** Each lessee of land or facilities on the Airport shall keep their leased area and facilities neat (freshly painted where appropriate), trimmed, clean, free from any type of hazard of life, limb, or property, free from junk and debris, and in an aesthetically pleasing condition. Maintenance of areas not leased shall be the responsibility of the AB. No aircraft or other vehicle may be parked or kept at the Airport unless it is kept operable and in sound structural and mechanical condition. Aircraft not meeting this test—i.e., those undergoing repair or appearing to be unsightly, unusable, or "junk"—shall promptly be repaired or removed from the Airport within ten (10) days of written notice from Owner. Failure to do so after notice shall be considered a breach of these Standards.

**BIS-2. Buildings and Structures Standard:** No person may construct, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the AB. Except as noted hereinafter, in no event shall the AB authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/or masonry construction, paved floors, aesthetically pleasing, and at a minimum meets building, fire, and other codes or standards applicable in the AB and/or at the Airport. However, the AB may, on a case-by-case basis, make exception to this policy insofar as applicable to GFBOs during the first five (5) months the GFBO is open, if first determined that such action is necessary to provide a minimal level of service to Airport users.

**BIS-3.** Any new construction will also be subject to consideration and reference to the AMP.

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**SECTION 7:**  
**FUEL DELIVERY, STORAGE, & SALES**

## Section 7: Fuel Delivery, Storage, Sales

### **FDSS-1. Owner (Authorized GFBO/SFBO only):**

Only authorized GFBOs and SFBOs may construct, maintain, and operate fuel storage dispensing systems, meeting all applicable Federal, State, County, and City requirements for each type of fuel dispensed.

### **FDSS-2. Fire Regulations:**

- A) Every person on, in, or using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.
- B) Smoking and/or an open flame within fifty (50) feet of any aircraft or fuel truck are prohibited.
- C) Compressed inflammable gas shall not be kept or stored at the Airport, except at such places as may be designated by the Airport Manager.
- D) No inflammable substance shall be used for cleaning motors or other parts of an aircraft inside a hangar or other building. Flammable liquids may be used only for the stated purpose, outside of and clear of any building.
- E) No one shall smoke, ignite a match, or spark a lighter in any building, except in offices, waiting rooms, or buildings where specially permitted by the Airport Manager.
- F) Hangar entrances shall be kept clear at all times. No boxes, crates, cans, bottles, paper, or other litter shall be permitted to accumulate in or about a hangar.
- G) The floors in all buildings shall be kept clean and free from oil, and no volatile, flammable substance shall be used for cleaning the floors.
- H) In all matters relating to aircraft fueling safety, the provisions of NFPA Manual 407 "Aircraft Fuel Servicing, 2001" shall prevail (published and available from the National Fire Protection Association, Inc., 407 Atlantic Avenue, Boston, Massachusetts, 02210).

### **FDSS-3. Fueling of Aircraft – Safety Regulations:**

- A) All aircraft shall be fueled in accordance with current Airport Rules and Regulations.
- B) All aircraft will be positively grounded when being serviced with fuel.
- C) Parked aircraft shall not obstruct the safe operation of other aircraft, including aircraft access to aircraft hangars.

**FDSS-4. Fueling of Aircraft – Fuel Flowage Fees:** The fuel flowage fees, to be paid by GFBO to the Airport on fuel sold by the GFBO at Plainview-Hale County Airport, shall be as designated by a fee schedule as maintained by the AB.

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**SECTION 8:**  
**DOING BUSINESS WITH THE AIRPORT**



## Section 8: Doing Business with the Airport

**DB-1. Selection of Commercial/Operators:** Where the AB has more than one (1) fully qualified applicant interested in commercial operations on a particular tract or facility on the Airport, AB shall select the applicant in a fair and nondiscriminatory manner. Procedures for application/selection are given hereinafter.

**DB-2. Selection of GFBOs/SFBOs:**

- A) Following sufficient notice that applications for GFBO/SFBO lease/rights are to be accepted, on the designated day not less than fifteen (15) days following publication, the AB will review all applications to ascertain those applicants who meet the minimum requirements set out herein for GFBO/SFBOs. Application should address each of the relevant requirements and other such matters as may be pertinent to each proposal (application).
- B) The AB, shall evaluate each application (proposal) on each of the following criteria:
  - 1) Financial integrity and stability, or the sufficient fiscal power and credit to fulfill all requirements and obligations
  - 2) Ownership experience, or the aviation-related experience of the principal(s) submitting an application
  - 3) Management experience, or the relevant managerial competence of the manager named in the application
  - 4) Diversity and breadth of services proposed
  - 5) Track record of the applicant in similar business endeavors
  - 6) Quality of other enterprises operated by the applicant (either currently or in the past)
  - 7) Comprehensiveness and quality of applicants to become GFBO/SFBO
  - 8) Miscellaneous attributes or intangibles must be specifically enumerated with support justifications
- C) The AB will present a recommendation of award to the City/County for ratification.
- D) All applicants will be advised in writing by the AB of award. The person(s) selected must, within five (5) days of the notice of award, confirm in writing their willingness to accept such award and be bound by all regulations contained in these minimum Standards and applicable FAA regulations. Should any person awarded GFBO/SFBO status decline to accept, the next person(s) will then be offered said GFBO/SFBO status until all vacant GFBO/SFBO positions are filled or until the list is depleted of acceptable applicants.

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**SECTION 9:**  
**LEASING**

## Section 9: Leasing

**L-1. Conflicts in Lease:** Should any portion of these Standards conflict with the conditions of any non-commercial lease agreement executed by the AB, the conditions in the executed lease agreement will take precedent over these Standards for the remainder of the lease term, or renewal thereof. Non-commercial leases executed after these Standards are ratified will comply with these Standards.

**L-2. Nontransferable Leases/Operating Rights:** Except to the extent needed for a mortgagee to protect its legitimate interest in a leasehold and improvement thereon, land areas and/or facilities used or needed shall be held pursuant to lease only and shall not be transferable unless authorized in writing by the AB.

**L-3. Exclusive Rights:** No person may be granted in fact or by written instrument any exclusive right prohibited by Section 308 (a) of the Federal Aviation Act of 1958. Determination of the existence of a prohibited exclusive right shall in the final analysis be made by the FAA, and such determination shall be final. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed null and void for all purposes.

**L-4. Use of Land within the Airport:** Property within the Airport may be used only for aeronautical purposes, provided, however, that nothing herein shall prohibit a secondary non-aeronautical use of such land if:

- A) the primary aeronautical need is not interfered with;
- B) it is not in violation of FAA regulations;
- C) it is specifically authorized by the AB; and,
- D) if such secondary use will benefit the Airport or improve its maintenance, or development is compatible with aeronautical purposes.

**L-5. Ground Lease Procedures:** All Ground Lease Proposals shall use the following procedures and timing. A request shall be made to the Airport Manager, who will provide the applicant with instructions on the information that is needed to proceed with the request.

The following shall be required for all applications to lease:

- A) Concept plan including preliminary sketches of construction and infrastructure buildout
- B) Timeline to complete the project
- C) Intended aeronautical use of project, and a preliminary analysis of the project's impact on Airport traffic and/or noise
- D) Letter of Credit assuring financial capabilities to construct, if applicable

The Airport Manager will review the request for compliance with the AMP, as well as Airport Rules, Regulations, and Minimum Standards. The Airport Manager may at this time request changes to the proposed lease if above listed compliance is not met.

The Airport Manager and potential lessee will present the lease proposal at the next scheduled AB meeting for a first reading. The AB may defer to proposed lease for a second reading at the next scheduled AB meeting if additional information or changes to the proposal are required.

All lease proposals will be forwarded to AB for the next available meeting.

Applicant may appeal any AB decision directly to the City/County. However, applicant may not use a direct appeal to City/County to bypass the AB process.

**L-6. Fees Due from Operators at/on Airport:** The following shall be due and payable to the Airport Manager on the 15th day of each calendar month for charges incurred during the calendar month next preceding, or as otherwise provided, as follows:

- A) Sums due under any leases of land or land improvements shall be due and payable as provided in the lease agreement.
- B) Sums due under any agreement granting operating rights at or from the Airport, including the applicable Commercial Permit Fee.

**L-7. Lease Cancellation/Reduction in Scope:** Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in their lease with the AB, no later than one (1) year from the date of the lease agreement, provided, however, that the AB may grant such extensions as the AB may deem necessary. The facilities shall be completed not later than one (1) year after construction commences.

Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, Owner may lease the tract to another qualified person in accordance with procedures set out elsewhere herein.

Partial Cancellation: If a lessee after such two- (2) year period (and any extension that may be granted by the AB) is using only part of the area leased to them, the AB may, upon receiving from an otherwise qualified person a firm bona fide offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a GFBO's or a SFBO's lease be reduced below the minimum required acreage for such operators.

**L-7a. Revocation of Leases/Grants:** The AB, in its discretion, shall have the right to terminate any lease, license, or agreement authorizing any person to conduct any service or activity and/or to revoke any lease on any land or facility on the Airport for any cause or reason provided by these Standards or by law and, in addition, upon one or more of the following:

- A) The filing of a petition of voluntary or involuntary bankruptcy by operator;
- B) The making by the person of any general assignment for the benefit of creditors;
- C) The abandonment or discontinuance of any permitted operation at the Airport by any person, or the failure to conduct any service, operation, or activity which the lessee or person has agreed to provide under the terms of their contract;
- D) The failure of a person to promptly pay the Airport all rents, charges, fees, or other payments when due, which are payable to the Airport in accordance with applicable leases or otherwise due hereunder;
- E) The failure of the person to remedy any default or breach or violation of these Minimum Standards by them or their employees within thirty (30) days after notice from the Airport Manager;
- F) Violation of the Minimum Standards or Rules and Regulation of the Airport, or failure to maintain current FAA licenses required for their operation;

- G) Intentionally or knowingly supplies the AB with false or misleading information, or misrepresents any material fact on their application or documents or in statements made to or before representatives of AB;
- H) Operating or allowing any employee to operate an aircraft or any other equipment in a dangerous or hazardous manner which could endanger the general public or any member thereof in any manner.

**L-8. Rates and Charges:** All rates and charges imposed by the AB upon any operator or user or by any commercial operator or user or other operators on the Airport shall be uniformly applicable to all other such operators/users that make the same or similar use of the Airport facility, provided, however, that nothing herein shall prevent granting of quantity discounts if such discounts are granted on a nondiscriminatory basis.

**L-8a. Lease Charges/Escalation Clauses/Terms:** All unimproved Airport property shall be leased at an amount per square foot per year, as set by the AB. The term of each lease for use of unimproved Airport property shall be set by AB, not to exceed twenty (20) years with a ten- (10) year option. Every lease of Airport property shall be deemed to contain an automatic escalation clause requiring adjustment of lease charges at the end of each five- (5) year period by the cumulative increase (since last adjusted) in the latest Consumer Price Index as published by the Bureau of Labor Statistics prior to lease anniversary and each five (5) years thereafter.

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**APPENDIX A:**  
**DEFINITIONS**

## Appendix A: Definitions

**AIRPORT BOARD (AB):** appointed board that oversees and governs the Airport and related matters. As provided, AB decisions may be subject to ratification or authorization by the City/County.

**ACCESS TAXIWAY:** A path that provides aircraft access to a particular location or area on the Airport.

**ACTIVE-BASED AIRCRAFT:** Aircraft that have a current Federal Aviation Administration Airworthiness Certificate and are either owned or operated by tenants of the Airport.

**ADVISORY CIRCULAR (AC):** FAA publications consisting of all non-regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

**AIRCRAFT:** A device that is used or intended to be used for flight in the air. (FAR Part 1)

**AIRCRAFT PARKING/TIE-DOWN:** A dedicated location on the Airport that has at least three (3) embedded tie-down positions able to hold aircraft immobile with either ropes or chains in gale-force winds.

**AIRCRAFT TIE-DOWN:** Positions on the ground surface that are available for securing parked aircraft.

**AIR NAVIGATION FACILITY (NAVAID):** Any facility used as, available for use as, or designed for use as an aid to air navigation, including lights, radio, or other electronic communication, and any other device for guiding and controlling flight in the air or the landing or takeoff of aircraft.

**AIRPORT:** Plainview-Hale County Airport, owned by the City of Plainview and Hale County.

**AIRPORT IMAGINARY SURFACES:** Imaginary surfaces established at an airport for obstruction determination purposes and consisting of primary, approach-departure, horizontal, vertical, conical, and transitional surfaces. Building restriction lines are based upon these surfaces.

**AIRPORT MANAGER:** The designated official(s) of the AB charged with day-to-day management of the Airport, or its designee.

**AIRPORT MASTER PLAN (AMP):** Presents the planner's conception of the ultimate development of a specific airport. It presents the research and logic from which the plan was evolved and displays the plan in a graphic and written report.

**AIRPORT REFERENCE CODE (ARC):** A Federal Aviation Administration coding system used to relate airport design criteria to the operational and physical characteristics of the aircraft intended to operate at the Airport. This code is divided into two components. The first is a letter depicting the airport approach category (operational characteristic) and relates to aircraft approach speed. The second component is a Roman numeral depicting the aircraft design group and aircraft wingspan (physical characteristic).

**AIRPORT SPONSOR:** The City of Plainview and Hale County are the Airport sponsors and are authorized to own and operate the Airport, to obtain property interests, to obtain funds, and to be legally, financially, and otherwise able to meet all applicable requirements of current laws and regulations.

**AIRSPACE:** Space in the air above the surface of the Earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

**APRON:** A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.

**BASED AIRCRAFT:** The total number of general and business aviation aircraft that use or may be expected to use an airport as a "home base."

**BUILDING AREA:** An area on an airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon.

**BUILDING RESTRICTION LINE (BRL):** A line shown on the Airport Master Plan beyond which airport buildings must not be positioned in order to limit their proximity to aircraft movement areas.

**CITY:** The City of Plainview, Texas.

**COMMERCIAL OPERATOR:** A person who provides goods or services to the public on or from the airport for compensation, such as a car rental agency, restaurant, etc.

**COUNTY:** Hale County, Texas

**FAR Part 77:** Defines obstructions to air navigation and requires notice to FAA of certain types of construction on and near airports.

**FAR Part 150, Airport Noise and Land Use Compatibility Planning:** Designed to assist airport operators in determining the extent and nature of the noise problem at a given airport.

**FEDERAL AVIATION ADMINISTRATION (FAA):** Created by the Act that established the Department of Transportation. Responsible for all civil aviation administration and regulation in the United States.

**FINAL APPROACH AREA(s):** Area of defined dimensions protected for aircraft executing either visual or instrument approaches. Generally, this is a flight path of an aircraft in the direction of landing along the extended runway centerline as executed from a base leg to the runway, or by aircraft making a straight-in approach for landing on the active runway.

**FUEL FLOWAGE FEES:** Fees levied by the airport operator per gallon of aviation gasoline and jet fuel sold at the airport.

**GENERAL AVIATION:** That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of convenience and necessity from the Civil Aeronautics Board, and large aircraft commercial operators.



**GENERAL AVIATION ITINERANT OPERATIONS:** Takeoffs and landings of civil aircraft (exclusive of air carrier) operating on other-than-local flights.

**GENERAL FIXED-BASE OPERATOR (GFBO):** A person authorized under these Standards to operate on the Airport as a general fixed-base operator (GFBO). See Section G on Commercial Operators/Rights.

**HOLDING AREAS:** Designated areas located at or very near the ends of runways for pilots to make final preflight checks and await final clearance for takeoff.

**HORIZONTAL SURFACE:** A specified portion of a horizontal plane located one-hundred-fifty (150) feet above the established airport elevation which establishes the height above which an object is determined to be an obstruction to air navigation.

**ITINERANT OPERATIONS:** The arrivals and departures of visitor aircraft.

**LANDING AREA:** Any locality, either on land or water, including airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

**LINE SERVICE:** The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc., that is conducted at the self-service fuel island, or at an FBO tie-down area by line personnel dispensing fuel from a truck designed for such purposes.

**NON-COMMERCIAL OPERATORS:** A person or entity that neither offers nor provides goods or services to the public for compensation. See Section 3 herein on non-commercial operators.

**OWNER:** The City of Plainview and Hale County, Texas.

**PARKING APRON:** A designated area of an apron intended to accommodate parked aircraft.

**PERSON:** Unless context clearly indicates otherwise, the "person" as used herein shall mean any natural person, estate, club, organization, firm, association (whether incorporated or not), partnership, corporation, or legal entity of any kind.

**PUBLIC AIRPORT:** An airport for public use, publicly owned, and under control of a public agency.

**PUBLIC-USE AIRPORT:** An airport, public or private, open to the public without prior permission and without restrictions within the physical capacities of available facilities.

**RUNWAY:** A defined rectangular area of paved or unpaved surface designated on a land-based airport specifically prepared for the landing and takeoff run of aircraft along its length.

**RUNWAY PROTECTION ZONE:** An area at ground level whose perimeter conforms to the runway's innermost approach surface projected vertically. It begins at the end of the primary surface and it terminates directly below the point or points where the approach surface reaches a height of fifty (50) feet above the elevation of the runway end.

**SPECIALTY FIXED-BASE OPERATOR (SFBO):** A specific designation for a person or business authorized to operate on the Airport. See Section 2, Commercial Operations, Subsection CO-4.

**TAXIWAY:** A defined path, usually paved, over which aircraft can travel from one part of an airport to another.

**TAXIWAY SAFETY AREA:** A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

**TERMINAL APRON:** An area provided for parking and positioning of aircraft for loading and unloading in the vicinity of the terminal building.

**TERMINAL AREA:** As used in this document, it is the area used or intended to be used for such facilities as terminal, hangars, shops, and other service buildings; automobile parking, fixed-base operations, and garages and vehicle service facilities used in connection with the Airport; and entrance and service roads used by the public within the boundaries of the Airport.

**TERMINAL BUILDING:** A building or buildings designed to accommodate the enplaning and deplaning activities of flight crews and passengers.

**T-HANGAR:** An aircraft hangar in which aircraft, each in the T-shaped space left by the other row of aircraft or aircraft compartments, are parked alternately tail to tail.

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