

AGENDA

FOR THE AMARILLO CITY COUNCIL REGULAR SESSION TO BE HELD ON TUESDAY, MAY 8, 2018 AT 3:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

Please note: The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.

REGULAR MEETING ITEMS

INVOCATION: Davlyn Duesterhaus, BSA Staff Chaplain

PLEDGE OF ALLEGIANCE: Scouts Pack #21

PROCLAMATION: "Building Safety Month"

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.
(Texas Attorney General Opinion. JC-0169.)

1. **CONSENT AGENDA:**

It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:

THE FOLLOWING ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting held on May 1 2018.

B. **ORDINANCE NO. 7730:**

(Contact: AJ Fawver, Planning and Zoning Director)

This is the second and final reading of an ordinance rezoning of Lot 11A, Block 1, Sunset Park Addition Unit No. 5, in Section 226, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 315 (PD-315) to Office District 1 (O-1). (Vicinity: Julian Boulevard and South Georgia Street.)

C. **APPROVAL -- AIRPORT RULES AND REGULATIONS:**

(Contact: Michael Conner, Director of Aviation)

These rules and regulations are in concert with RS&H and Aviation Management Consulting Group (AMCG), and the Rick Husband Amarillo International Airport. This document and the approved Minimum Aeronautical Standards work concurrently with each other. The proposed Rules and Regulations account for existing industry trends and comply with current regulatory standards established by the Federal Aviation Administration (FAA).

- D. **APPROVAL – MISSION AND RESPONSIBILITIES STATEMENTS:**
This item approves the City Council's Mission and Responsibilities Statements including the City Council Member Code of Conduct and the Code of Ethics.
- E. **AWARD – DELL EMC:**
(Contact: Rick Gagnon, IT Director)
Isilon Storage Array and Virtustream Cloud Service -- \$125,170.00
Purchase Dell's EMC Isilon storage array to expand data storage capacity for the Police Department.
- F. **ACCEPTANCE – TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT – STEP – CLICK IT OR TICKET:**
(Contact: Wes Hills, Amarillo Police Department)
Grantor: Texas Department of Transportation
Grant Amount: \$10,920.00
This item accepts the Fiscal Year 2018 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

REGULAR AGENDA

2. **MPEV CONSTRUCTION UPDATE:**
(Contact: Jerry Danforth, Facilities and Special Project Administrator)
3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7731:**
(Contact: AJ Fawver, Planning and Zoning Director)
This is a first reading to consider providing a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33(a)(1) of the Texas Alcoholic Beverage Code) for off-premise sale at the following location 5805 South Georgia Street in Section 183, Block 2, AB&M Survey, Randall County, Texas.
4. **RESOLUTION – DISCUSSION AND CONSIDERATION OF A DEPOSITORY BANK SERVICES CONTRACT:**
(Contact: Laura Storrs, Finance Director)
This item discusses and considers a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020, the City shall have the option to extend the Contract for three one-year periods after the original contract term.
5. **XCEL ENERGY PRESENTATION ON FUEL COST REDUCTION TO TEXAS CUSTOMERS**
6. **UPDATE ON BUY THE WAY CAMPAIGN**
7. **APPOINTMENTS – BOARDS AND COMMISSIONS:**
Appointments are needed for the following boards:

Greenways Public Improvement District
10/01/2012 Shane Brooks 03/13/2018

Cross-Bar Ranch Subcommittee

8. **APPROVAL – ECONOMIC DEVELOPMENT PROJECT:**

Discuss and consider amended location incentives agreement with Texas Tech University and Texas Tech University System.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 4th day of May 2018.

Amarillo City Council meetings stream live on Cable Channel 10 and are available online at:
www.amarillo.gov/granicus

Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 1st day of May 2018, the Amarillo City Council met at 2:30 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent were none. Also in attendance were the following administrative officials:

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
ANDREW FREEMAN
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
INTERIM CITY ATTORNEY
ECONOMIC DEVELOPMENT MGR.
CITY SECRETARY

The invocation was given by Jack Wing. The Pledge of Allegiance was given by Estelle Wing, and Alden Wing (Moral Support).

Proclamations were presented for: "Maternal Mental Health Awareness Month," "National Tourism Weeks," and "Older Americans Month," "National Military Appreciation Month."

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

PUBLIC COMMENT:

Addie Walsh, 5816 Syracuse Drive, spoke on Council and employee ethics and code of conduct. Mike Fisher, 4410 Van Kriston Drive, spoke on rules and changes discussed during the work session. He further stated numerous citizens have stated they have been harassed by various city departments. Lew Bradshaw, 4720 Ashville Place, stated he has participated on many city boards and he thanked the Council for their service. Claudette Smith, 4410 Van Kriston Drive, asked Council to halt the construction of the ballpark due to a pending lawsuit. She further spoke on the public comment procedure. James Schenck, 6216 Gainsborough Road, also spoke on the public comment procedure. David Horsley, 1710 South Harrison Street, stated he moved here from Houston more than 30 years ago. He further commented on the progress and the heart of downtown. Noah Dawson, 1133 Sugarloaf Drive, stated Council needs to be held to the full extent of the law. He further stated Council was ignoring some of the citizens of this city. Signed up but did not speak: Jill Thurman, 1609 South Polk Street, David Goesinya and Glenn Thompson, 5816 Syracuse Drive, and Trent Rosser, 1105 Southwest 20th Avenue. Timothy Ingalls, 2118 South Polk Street, spoke during the Work Session on Item A(6). There were no further comments.

ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approval the consent agenda, seconded by Councilmember Hays.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting and special meeting held on April 24, 2018.

B. AWARD – TRAFFIC BEADS AND PAINT ANNUAL CONTRACT:

(Contact: Trent Davis, Purchasing Agent)

Awarded to:

Potter Industries \$23,040.00

Allstate Coatings \$10,090.00

Ozark Materials LLC \$95,535.00

Total Awarded Amount: \$128,665.00

This award is to approve an annual contract for the purchase of Traffic Beads and Paint for the City of Amarillo.

C. AWARD – SOFTWARE MAINTENANCE:

(Contact: Rich Gagnon, Information Technology Director)

Open Text Inc. -- \$91,737.71

This purchase renews annual vendor-provided support and maintenance for Open Text eDOCS software which is utilized by all City departments.

REGULAR AGENDA

ITEM 2: Mr. Danforth presented an update on the MPEV Construction site. Mr. Danforth stated rebar and cement has begun on the MPEV. After a 100-year rain event, the drainage system will be able to empty the field in 30-minutes. He stated structural steel will begin to arrive in June.

ITEM 3: Mayor Nelson presented the first reading of an ordinance rezoning of Lot 11A, Block 1, Sunset Park Addition Unit No. 5, in Section 226, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 315 (PD-315) to Office District 1 (O-1). (Vicinity: Julian Boulevard and South Georgia Street.) This item was presented by AJ Fawver, Planning Director. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7730

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF JULIAN BOULEVARD AND SOUTH GEORGIA STREET, POTTER COUNTY, TEXAS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4: Mayor Nelson introduced Steven Adams with Specialized Public Finance, Inc. Mr. Adams stated this resolution considers all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto. Mayor Nelson stated these items are not new items and are already budgeted. Councilmember Hays inquired about the certificates of obligations. Michelle Bonner stated the Colonies Public Improvement District will have a increase in their assessments. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be passed:

RESOLUTION NO. 05-01-18-1

A RESOLUTION OF THE AMARILLO CITY COUNCIL, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 1 & 8, 2018	Council Priority	Community Appearance
Department	Planning		
Contact	AJ Fawver Jeffrey English – Planner I (Case Manager)		

Agenda Caption

Vicinity: Julian Blvd. & S Georgia St.

PRESENTATION AND CONSIDERATION of rezoning of Lot 11A, Block 1, Sunset Park Addition Unit No. 5, in Section 226, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 315 (PD-315) to Office District 1 (O-1).

Agenda Item Summary

Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well as existing zoning and development patterns in the area.

During the site visit, Planning Department staff noticed that – to the east was an office for an insurance agent and to the south a church with the remaining directions being residential in nature.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future "General Commercial (GC)" land use. The Comprehensive Plan states that the character and intensity of this land use category allows "Office uses (both large and/or multi-story buildings and small scale office uses depending on the site)".

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher density at section line corners to areas of low density. This concept of development ensures that commercial areas will have less of an impact to residential areas. This concept does not follow the Neighborhood Unit Concept as this request is part of a larger area that was developed before that concept was adopted in the 1980s. It does however follow along S Georgia Street which is a section line arterial road with the property located at an intersection with a traffic light on a wide boulevard road known as Julian Boulevard.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. These include:

- Emphasis on infill development and encouraging development in existing undeveloped portions of the city where utility services are already available. (*page 3.3, Growth Management & Capacity*)

Amarillo City Council

Agenda Transmittal Memo



This location was zoned from R-3 to PD-315 back in November 2004 (Ordinance No. 6779) for office-type land use and included a site plan for a one (1) story office building that was never constructed. Before that, the land was empty and used as a Christmas tree selling lot for over 40 years.

Planning & Zoning Commission Draft Minutes Summary for 4/23/2018 Meeting

Z-18-10:

Jeffrey English, Planner I, presented this item, and advised that the applicant is requesting a zone change in order to allow a possible doctor/dental office or insurance agent office to be developed on site. This would mean a zone change from Planned Development District 315 to Office District 1. Mr. English ended his presentation with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of this item. Jack Miller, property owner, stood to take questions from the board and to further explain his reasons for developing the property.

Chairman Parker asked if anyone wanted to speak against this item. Stephani Richardson, 2704 Julian, stood to make comments in her mother's, Betty Wine, stead regarding the uses of the property and her concerns for the traffic and noise levels that other zonings could bring. There was a brief discussion between the board and Ms. Richardson to clarify the zoning proposal and whether or not Ms. Wine was objecting to the current proposed change. Jan Snure, 2500 Julian, stood to present a list of residents who had signed an opposition regarding the zoning proposal (*Editor's Note: Only 3 of the legible signatures/addresses on the list were within the 200 ft notice radius, 21 notices were sent out*). Ms. Snure expressed concern on behalf of her and other neighborhood residents on the proposed zoning change and the possibility of this opening the door to other unwanted zoning changes in the future. There was a brief discussion in which Ms. Snure, city staff, and the Board clarified the current zoning, the proposed change, and what it would mean for the site itself.

A motion to approve Z-18-10 was made by Commissioner Ford, seconded by Commissioner Thomason, and carried unanimously.

Requested Action

The applicant is requesting the rezoning of Lot 11A, Block 1, Sunset Park Addition Unit No. 5, in Section 226, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 315 (PD-315) to Office District 1 (O-1).

Funding Summary

N/A

Community Engagement Summary

Level 2 - The item was distributed to all applicable internal and external entities. Notices have been sent

Amarillo City Council

Agenda Transmittal Memo



out to 21 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its April 23, 2018 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council **approve** the item as submitted.

ORDINANCE NO. 7730

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF JULIAN BOULEVARD AND SOUTH GEORGIA STREET, POTTER COUNTY, TEXAS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established zoning districts and regulations in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, a proposed change to such established zoning districts and regulations was submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission on proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

WHEREAS, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; and

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of Lot 11A, Block 1, Sunset Park Addition, Unit No. 5, in Section 226, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 315 (PD-315) to Office District 1 (O-1).

SECTION 3. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 4. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that

such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 5. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 1st day of May, 2018 and **PASSED** on Second and Final Reading on this the 8th day of May, 2018.

Ginger Nelson, Mayor

ATTEST:

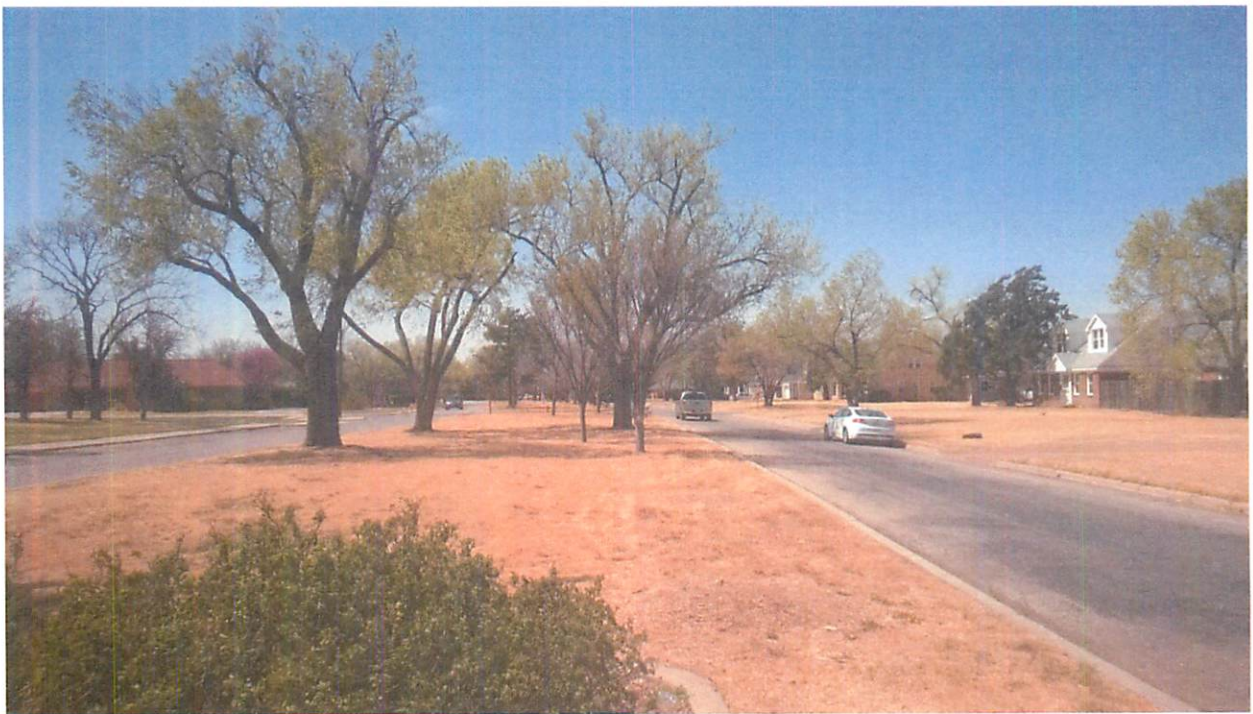
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Interim City Attorney



Looking northwest at the property for consideration from Julian Blvd (Currently zoned PD-315)/



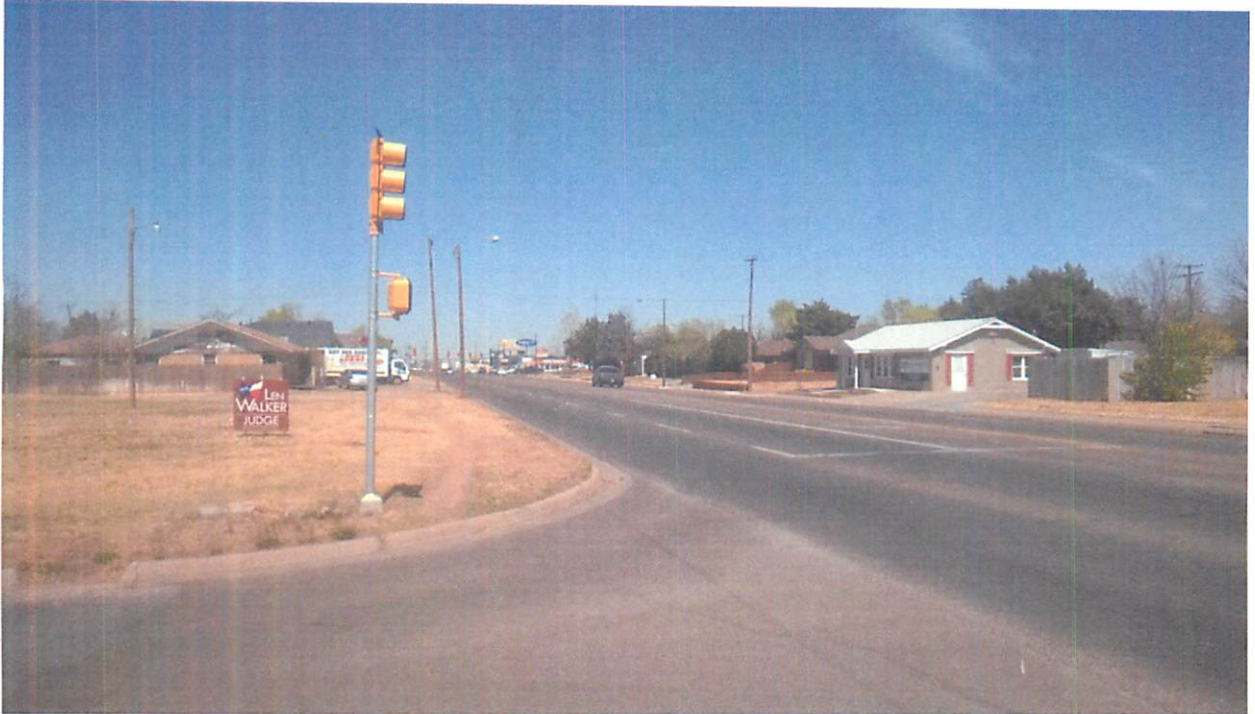
Looking west from the median of Julian Blvd (Areas zoned R-1).



Looking south down South Georgia Street from the Julian Blvd median (Church seen on right).

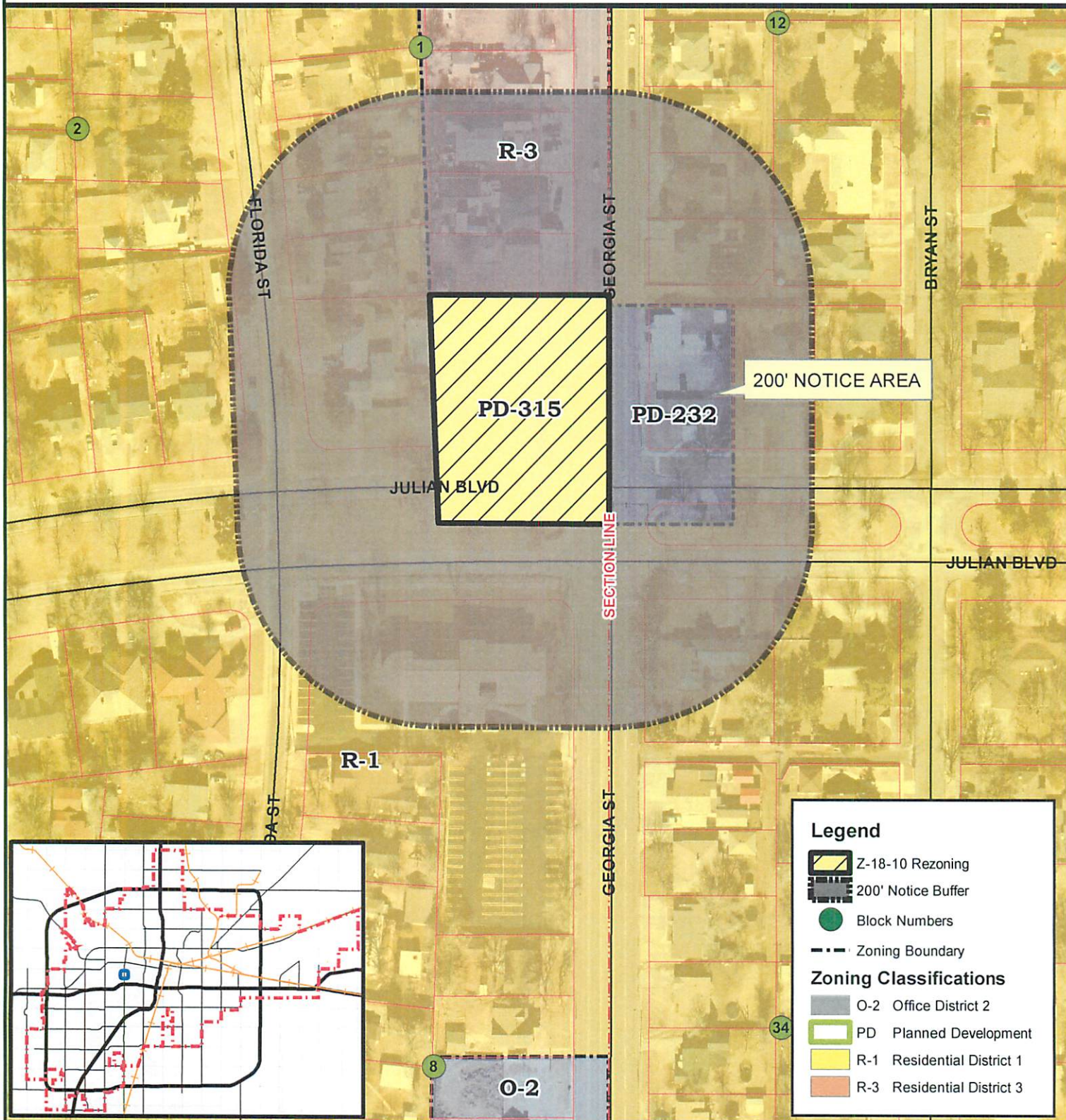


Looking southeast down Julian Blvd from the S Georgia St intersection (Area zoned R-1).



Looking northeast up S Georgia St from the Julian Blvd median (Insurance agent office seen right zoned PD-232 with subject property on your left)

CASE Z-18-10
REZONING FROM PLANNED DEVELOPMENT 315 (PD-315) TO OFFICE DIST. 1 (O-1)



Legend

- Z-18-10 Rezoning
- 200' Notice Buffer
- Block Numbers
- Zoning Boundary
- Zoning Classifications**
 - O-2 Office District 2
 - PD Planned Development
 - R-1 Residential District 1
 - R-3 Residential District 3

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 135 feet
Date: 4/4/2018



Z-18-10 Rezoning of Lot 11A, Block 1, Sunset Park Addition Unit No. 5, in Section 226, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 315 (PD-315) to Office District 1 (O-1).

Applicant: John Miller

Vicinity: Julian Blvd. & S Georgia St.

Case Manager: Jeffrey English

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

C



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	05/08/2018	Council Priority	Best Practices
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDERATION: Airport Rules and Regulations.

Agenda Item Summary

In concert with RS&H and Aviation Management Consulting Group (AMCG), the Rick Husband Amarillo International Airport has drafted a set of Rules and Regulations. This document and the approved Minimum Aeronautical Standards work concurrently with each other. The proposed Rules and Regulations account for existing industry trends and comply with current regulatory standards established by the Federal Aviation Administration (FAA).

Requested Action

Adoption of the proposed Rules and Regulations.

Funding Summary

During City FY15/16 funding was secured through the execution of Task Order No. 5, sub task 14, in the amount of \$38,496.00. The provided document represents substantial completion and the final deliverables for sub task 14.

Community Engagement Summary

Level 1- Modest impact on selected area and/or community group. Airport staff provided a public comment period from February 1, 2018 through February 22, 2018 and concluded with a public meeting on Thursday, February 22, 2018. Upon the conclusion of the public meeting, the Airport provided a formal written response to each question/comment submitted.

Staff Recommendation

Airport staff recommends the adoption of the Rules and Regulations. With this document, the Airport seeks to establish relevant, reasonable, and appropriate standards that strike a balance between necessary safe standards and the freedoms sought by commercial operators and private users. The Rules and Regulations align the Rick Husband Amarillo International Airport with best management practices, current industry trends, and the approved Minimum Aeronautical Standards.



10801 Airport Boulevard
Tel: (806) 335-1671

Amarillo, TX 79111-1211
Fax (806) 335-1672

RULES AND REGULATIONS - Executive Summary

By definition, Rules and Regulations set forth the regulatory standards that need to be met (by an existing or potential operator) to protect the health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the airport. In essence, Rules and Regulations provide fair, reasonable, and non-discriminatory conditions for operators of aviation-related businesses to ensure the safe and efficient operation of the airport and flight operations, restricting any activity or action that may interfere with the safe, orderly, and efficient operation thereof. Rules and Regulations also ensure the successful planning, development, operation, and management of activities at the airport.

Airport Rules and Regulations provide requirements for engaging in business activities at an airport. Rules and Regulations also reduce the potential for conflicts, complaints, and disputes among business owners as well as the traveling public. Consistent with the objectives established by the Minimum Aeronautical Standards, these Rules and Regulations are designed to: (1) promote safety, (2) protect airport users, (3) maintain and enhance the availability of services, (4) promote the orderly development of an airport (including long-term financial health), and (5) ensure consistency of the facilities, products, and services desired by the public.

The Rules and Regulations are designed to complement the Minimum Aeronautical Standards. These documents provide for consistent objectives; however, the Rules and Regulations define the reasonable assurances that must be met by the users of the airport as well as mechanisms for the enforcement should non-compliant activities persist. With this document, the Airport seeks to establish relevant, reasonable, and appropriate standards that strike a balance between necessary safe standards and the freedoms sought by commercial operators and private users. The Rules and Regulations align the Rick Husband Amarillo International Airport with best management practices, current industry trends, and the approved Minimum Aeronautical Standards.



City of Amarillo
10801 Airport Blvd.
Amarillo, Texas 79111
(806) 335-1671

Rules and Regulations

City of Amarillo

*Rick Husband Amarillo International Airport
(AMA)*

March 30, 2018



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1. GENERAL PROVISIONS**1.1. Purpose**

The purpose of these Rules and Regulations is to protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Rick Husband Amarillo International Airport (Airport), and to restrict or prevent any activity or action which would interfere with the safe, orderly, and efficient use of the Airport.

The General Provisions set forth in this section are common to all Airport Primary Management and Compliance Documents (PMCDs) and are incorporated into each PMCD by reference.

1.2. Definitions

The terms defined in Section 9 of these Rules and Regulations and identified by use of a capital letter, whenever used in the PMCDs, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined.

Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.3. Governing Body

The Airport is owned and operated by the City of Amarillo (City) and governed by and through the City of Amarillo Council (Council).

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, (c) grant the right to engage in any activity at the Airport, and (d) implement, supplement, amend, modify, approve, or adopt any Agreement, policy, standard, rule, regulation, or directive, including the PMCDs, is expressly reserved to the City.

1.4. Authority to Adopt

The authority to adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the City by the State of Texas Transportation Code Title 3., Aviation, Chapter 22., County and Municipal Airports, Subchapter B., Establishment, Acquisition, Operation, Maintenance, and Disposal of Airports and Air Navigation Facilities, Section 22.011, General Powers Regarding Airports and Air Navigation Facilities, which states "A local government may plan, establish, construct, improve, equip, maintain, operate, regulate, protect, and police an airport or air navigation facility."

1.5. Statement of Policy

It is the desire of the City to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport's long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the City reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

1.6. Non-Discrimination

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons by reason of race, color, religion, sex, national origin, age, or disability in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

1.7. Airport Management

The Director of Aviation is responsible for the planning, development, operation, management, maintenance, and security of the Airport, and all City owned and operated land, Improvements, facilities, Vehicles, and equipment associated with the Airport. The City has authorized the Director of Aviation to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to the City. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Director of Aviation.

During emergency situations, the Director of Aviation is empowered to issue such directives and to take such action that, within the Director of Aviation's discretion and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public. Such directives and actions of the Director of Aviation shall have the force of a rule and regulation so long as the emergency situation exists.

1.8. Effective Date

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the City, unless repealed by the City.

1.9. Compliance with Legal Requirements and Agreements

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required thereunder, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the City under any existing Agreement.

1.10. Conflicting Legal Requirements and Agreements

If any provision of the PMCDs is found to be in conflict with any other City policy, standard, rule, regulation, or directive, any provision of any applicable Legal Requirement, or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

1.11. Right to Self-Service

An Aircraft Owner or the Aircraft Owner's Employees may perform self-services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such self-services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

1.12. Prohibited Activities

Co-Op Fueling is prohibited at the Airport.

1.13. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, the City, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

1.14. Severability

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgement of any Agency or court of competent jurisdiction, the judgement shall not in any way affect the validity of any other provisions of the PMCDs.

1.15. Subordination

The PMCDs are subject and subordinate to the provisions of any agreements between the City and the State of Texas or the United States Government pertaining to the planning, development, operation, and management of the Airport.

1.16. Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the City and any notice or communication with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the City or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided.

Operator, Lessee, or Sublessee shall provide notice to the City of a change of address within fourteen calendar days.

1.17. Amendments

The PMCDs may be supplemented, amended, or modified in writing from time to time, and in such a manner, and to such extent as deemed appropriate or necessary by the City. The City may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The City may issue written emergency policies, standards, rules, regulations, or directives from time to time.

1.18. Variance or Exemption

The Council may, but is not obligated, to approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Director of Aviation and must state:

1. the specific PMCD provision(s) for which the variance or exemption is being sought,
2. describe the proposed variance or exemption,
3. state the reason for the proposed variance or exemption,
4. identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public), and
5. identify the duration of the proposed variance or exemption.

Prior to the Council approving or denying a variance or exemption, the Council shall conduct a review of all relevant information. Approval or denial by the Council of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

1. An approval by the Council of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
2. Requests for variance or exemption can be denied in accordance with Section 1.22 of these Rules and Regulations.

1.19. Enforcement

The Director of Aviation is empowered by the City to require compliance with and enforce the PMCDs.

The City of Amarillo Fire Department (Fire Department) is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction).

The Amarillo Airport Police Department and Amarillo Police Department (Police Department) are authorized to enforce all Legal Requirements (within jurisdiction).

Any person(s) jeopardizing the safety or security of entities and/or persons utilizing the Airport or the land and/or Improvements located at the Airport may result in the suspension, revocation, and/or prohibition of access or use of privileges, use of Airport, and/or prosecution under the applicable Legal Requirements (Penalties). The violation of any PMCD's applicable Legal Requirements, and/or directives issued by the City, Director of Aviation, Fire Department, or Police Department may also result in the same penalties as listed above.

1.20. Disputes

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Director of Aviation within 14 calendar days after such decision is issued. Any claim not timely submitted to the Director of Aviation is waived.

1. The Director of Aviation shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Director of Aviation's request or the claim is waived. Thereafter, the Director of Aviation shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information.

2. The aggrieved party may appeal in writing the decision of the Director of Aviation to the City Manager. Within 14 calendar days of receipt of the Director of Aviation's decision, the aggrieved party shall provide a letter to the City Manager stating the grounds and reasoning for the appeal. If not resolved, the City Manager shall forward the appeal letter to the City Council for consideration, together with all documentation provided by the aggrieved party and the Director of Aviation.
3. The City Council shall promptly schedule and conduct a public hearing after the appeal letter is received by the City Manager. The aggrieved party bears the burden of proof to demonstrate that the Director of Aviation's determination is incorrect.
4. Within 30 days after the Public Hearing, the City Council shall make its determination in the matter. The Director of Aviation shall notify the aggrieved party in writing within 5 business days after of decision is rendered.
5. The aggrieved party may appeal the City Council's determination as provided by State law.

The City may, in its sole discretion, submit to non-binding third party mediation in which case, both parties shall share equally the costs and/or expenses of a third party mediator. The costs and/or expenses of attorneys, witnesses, specialists, or experts shall be the direct responsibility of each party. The party shall diligently continue performance of its Agreement with the City, in compliance with the PMCDs, regardless of whether or not a dispute is pending or being appealed, and regardless of the outcome of such dispute or appeal.

1.21. Rights and Privileges Reserved

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the City reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

1. Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the City (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security, Transportation Security Administration, Police Department, or Fire Department personnel from acting in official capacities.
2. The City reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
3. The City reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.

4. It is the policy of the City that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the City to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
5. The City reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The City will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The City shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
6. The City (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
7. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the City and the United States Government, shall be suspended, without any liability on the part of the City.
8. The City will not relinquish the right to take any legal action the City considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
9. The City will not waive any sovereign, governmental, or other immunity to which the City may be entitled nor shall any provision of any Agreement be so construed.
10. The City will not submit to the laws of any state other than those of the State of Texas.
11. The City is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee. In addition, the City is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.

12. The City reserves the right to take such legal actions as it may deem necessary, appropriate, and/or in the best interest of the City, including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the City's mission, vision, values, goals and objectives for the City and the Airport.

1.22. Possible Grounds for Rejecting Application

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The City may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the Director of Aviation).

1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
2. The proposed activities and/or Improvements will create a safety or security hazard at the Airport.
3. The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
4. The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
6. The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
7. The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of Aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
8. The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation.
9. The entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
10. The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the State of Texas, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.

11. The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport, municipality, or state.
12. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
13. The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity.
14. The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the City.
15. The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the City; or any Airport Sponsor Assurances.

2. GENERAL RULES AND REGULATIONS**2.1. Access To, Entry Upon, or Use of the Airport**

Access to or entry upon the Airport shall be made only at locations designated by the Director of Aviation. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person to whom they provide or facilitate access to or use of the Airport, whether directly or indirectly, express or implied. All actions shall be in full and complete compliance with these Rules and Regulations, applicable PMCDs, and the Airport Security Program.

Any person accessing or using the Airport shall defend, indemnify, save, protect, and hold harmless the City, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the City for) any and all actual or alleged claims, demands, damages, expenses, costs fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs), which may be imposed upon, claimed against or incurred or suffered by the City and which, in whole or in part, directly or indirectly, arise from or are in any way connected with the person's activities at and use of the Airport.

2.2. Restricted Areas and Sterile Areas

Access to Restricted Areas is limited to persons:

1. with a valid Airport Identification Badge,
2. under appropriate supervision or escort, or
3. as otherwise approved by the Director of Aviation.

Unescorted access or entry to Sterile Areas or certain parts thereof, is limited to persons who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding or gate pass, possess a valid Airport Identification Badge, or is a person under appropriate supervision and escort by a person with escort privileges.

2.3. Airport Identification Badge

Persons requiring unescorted access or entry to a Restricted Area or a Sterile Area (who do not have a valid boarding or gate pass) shall complete and submit an Airport Identification Badge Application to the City. Prior to accessing or entering a Restricted Area, persons shall possess an approved Airport Identification Badge.

Prior to obtaining an Airport Identification Badge for employees of Operators, Lessees, or Sublessees, an Authorization Signature Letter listing the person(s) authorized to request Airport Identification Badges shall be submitted to the Director of Aviation and/or designee. Prior to obtaining an approved Airport Identification Badge, a person must be fingerprinted by the City for a required background check, to the extent allowable by law including, but not limited to, references and prior employment history.

Persons desiring or in possession of an approved Airport Identification Badge shall complete all City training programs and meet all related requirements. All applicable fees as established and assessed by the City must be paid in advance by persons seeking to obtain or renew an Airport Identification Badge.

No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the City.

2.4. Security

The Police Department has the overall responsibility for security of the Airport. Operators, Lessees, or Sublessees are responsible for the security of entity's Leased Premises and shall comply with the City's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use.

Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the City. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the City.

2.5. Commercial Activities

Any entity desirous of engaging in a General Aviation Commercial Aeronautical Activity (Applicant) shall complete all relevant and applicable sections of the General Aviation Operator and Lessee Application (Application) and obtain a General Aviation Operator Permit from the City prior to engaging in the desired Activity. The Permit process is described in Section 14 of the General Aviation Minimum Standards (Minimum Standards). Any entity engaging in Commercial Aeronautical Activities shall comply with the Minimum Standards.

Any entity basing an Aircraft at the Airport shall not permit said Aircraft to be used for Commercial Aeronautical Activities unless expressly authorized by Agreement. Notwithstanding the foregoing, such Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's immediate family.

Any entity, excluding news media, desiring to engage in Commercial photography or filming at the Airport shall obtain a written permission from the City prior to engaging in such activity.

2.6. Accidents

Any person involved in or witnessing an Accident resulting in any injury or death to a person(s) or damage to Property shall immediately call "911". If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the City, Police Department, Fire Department, and/or investigative personnel.

1. No person shall tamper with an Accident scene or fail to comply with any directive issued by the City, Police Department, Fire Department, or any other Agency having jurisdiction over the Accident scene.
2. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

2.7. Signage and Advertisements

Signage must be consistent with City Code Title IV – Building Codes, Development and Zoning Chapter 4-2 – Signs.

2.8. General Conduct

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited.

1. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the City and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any Aircraft, Vehicle, or equipment without the permission of the owner or by specific direction of the City is prohibited. If requested by the City or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in activities that are disruptive and/or that create a hazard or risk of injury or death or damage to Property.

The Airport shall not be used:

1. to camp or stay overnight unless coordinated by the Airport Operations and the Police Department, or
2. for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Lessee's or Sublessee's activities. Unauthorized persons shall not make use of the Leased Premises without permission of the Lessee or Sublessee.

2.9. Abandoned or Lost Property

Property shall not be Abandoned at the Airport. Abandoned or lost Property found in Public Areas shall be reported or turned in to the City.

1. The City will comply with State of Texas Property Code, Title 6. Chapter 72. Abandonment of Personal Property upon identifying Abandoned Property.
 - State of Texas Property Code Title 6, Sec. 72.103 provides for Operators, Lessees, and Sublessees to maintain a lost and found service for Property of customers, visitors, invitees, or employees.

2.10. Use of Roadways and Walkways

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

2.11. Animals

No person shall bring animals except for special assistance animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate.

1. Domestic pets may be at the Airport only if kept inside Operator's, Lessee's, Sublessee's, or user's facilities, Aircraft, or Vehicles.

No person, except those authorized by the City, shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

2.12. Weapons and Explosives

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be carried (possessed) by Law Enforcement Officers, or members of the armed forces of the United States or the State of Texas on official duty and those other individuals with prior written permission from the City.

1. No person shall carry a weapon on Airport property except as consistent with all applicable state and federal laws.
2. Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses is permitted.

Discharge of any weapon is prohibited, except in the performance of official duties, the lawful defense of persons or Property, or by authorized personnel for purposes of wildlife management. No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

2.13. Alcoholic Beverages

Alcoholic beverages may only be consumed in accordance with applicable Legal Requirements. The City reserves the right to exclude or expel any person who, in the judgement of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs.

2.14. Use of Public Areas

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility or in any area for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by Airport Operations and Police Department.

2.15. Trash Receptacles

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Trash receptacles shall be kept clean and emptied on a regular basis to prevent overflowing.

1. Exterior trash receptacles shall be equipped with securely fastened lids.
2. Trash shall not be brought to or burned on Airport property.

2.16. Recycling

Lessees and Sublessees are encouraged to utilize separate stream recycling by discarding certain recyclable materials into separate bins that shall be kept clean and emptied on a regular basis to prevent overflowing.

1. Exterior waste recycling containers shall be equipped with securely fastened lids.
2. Recyclable materials shall not be brought to or burned on Airport property.

2.17. Fire and Flammable Materials

Operators, Lessees, and Sublessees shall comply with practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the City.

In no event shall smoking or carrying lighted cigars, cigarettes, or pipes occur within 50 feet or distance set forth by most recent NFPA guidance of any Aircraft, Refueling Vehicle, or Fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the City and the Fire Department.

1. This excludes open flames utilized by Operators, Lessees, or Sublessees in the performance of Aircraft Maintenance.
2. With the prior written notification to the Airport (e-mail), Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.

Any uncontrolled or unplanned fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to "911". No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

1. Such equipment may be inspected by the Fire Department and/or City at any time and shall be fully operational and inspected annually.
 - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in compliance with applicable Legal Requirements.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

1. The practices recommended in NFPA Pamphlet No. 30 (Flammable and Combustible Liquids Code), NFPA Pamphlet No. 410D (Safeguarding Aircraft Cleaning, Painting and Paint Removal), and NFPA Pamphlet No. 410F (Aircraft Cabin Cleaning and Refurbishing Operations) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

2.18. Hazardous Materials

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any Legal Requirements and proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the City, and prior notification must be given to the City.

1. If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
 - Safety Data Sheets (SDS) or Material Safety Data Sheets (MSDS) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the City and the Fire Department.

2. Hazardous Materials shall not be stored in close proximity to operating Aircraft, Vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
 - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
 - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification (and a copy of an SPCC Plan to) the City and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, the Texas Commission on Environmental Quality and approved Storm Water Pollution Prevention Plan (SWPPP), the City's directives, and Legal Requirements.

1. Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations.

No Hazardous Materials shall be disposed of on the ground or into the air during Aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and Legal Requirements.

Hazardous Materials handled by the Department of Energy shall be loaded or unloaded on the alert aprons at Pad 4 or Pad 5 or as otherwise approved by the Director of Aviation.

2.19. Environmental (Hazardous Materials) Clean Up

The party responsible for an environmental incident (to include the overflowing or spilling of Fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Material) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the City, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the City determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the City may take action as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the City.

Hazardous Materials Overflow or Spills

In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with Legal Requirements pertaining to the deicing of Aircraft and/or Paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the City.

General Measures – Isolate Hazardous Materials overflows or spills from stormwater outfalls and inlets and from run-off during rain events. Isolate water used for cleaning and decontamination from outfalls and inlets.

Minor Spills – typically involve small quantities of oil, Fuel, paint, deicer, etc. The responsible party shall:

- Contain the spill.
- Recover spilled materials.
- Clean the contaminated areas and dispose of absorbent materials properly.

Moderate Spills – may require help from additional personnel and the cessation of all other activities in the area. The responsible party shall:

- Contain and clean up promptly.
- Notify the Director of Aviation immediately.
- If occurring on Paved surfaces, clean up using “dry” methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
- If occurring in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil.
- If occurring during rain, cover spill with tarps or other material to prevent contaminating run-off.
- Provide a written summary to be included in the SWPPP.

Significant Spills – typically cannot be controlled by personnel in the immediate vicinity. The responsible party shall:

- Contain immediately.
- Notify the Director of Aviation.
- If exceeding the volume for a reportable quantity spill for the contaminant then proceed with proper notifications of all Agencies.
- Provide a written summary to be included in the SWPPP.

Reportable Quantity Spills – typically cannot be controlled by personnel in the immediate vicinity and exceed the quantity outlined in 40 CFR Part 302.4 and 30 TAC 327.4 for containment. The responsible party shall:

- Contain immediately.
- Notify the Director of Aviation.
- Proceed with proper notifications to all Agencies.
- Provide a written summary to be included in the SWPPP.

2.20. *Painting*

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the City's SWPPP, the City's SPCC Plan, the City's directives, and applicable Legal Requirements.

2.21. *Emergency Conditions*

Emergency conditions shall not mitigate or cancel these Rules and Regulations. However, Permits issued under these Rules and Regulations shall be rendered invalid until the emergency situation has been fully and completely resolved and normal operations have resumed.

Emergency directives or procedures may be issued at the discretion of the Director of Aviation who shall determine when normal operations may resume.

2.22. *Special Events*

Any entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Form to the Director of Aviation along with prior payment of all applicable fees paid to the City and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the City prior to conducting the Special Event.

2.23. *Safety Management System*

Operators, Lessees, or Sublessees engaged in any activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise, shall adhere to the practices recommended by the Federal Aviation Administration (FAA) and shall comply with all Safety Management Systems (SMS) regulations, or directives issued by the City.

3. AIRCRAFT RULES AND REGULATIONS**3.1. Legal Requirements**

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, the directives of the Director of Aviation, or Air Traffic Control (ATC) personnel.

3.2. Non-Airworthy Aircraft

Only Aircraft considered airworthy or with a special flight authorization by the FAA and military Aircraft shall use the Airport for Aircraft parking, staging, or storage. Non-Airworthy Aircraft may undergo long-term major renovation or restoration as long as the Aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director of Aviation.

1. Aircraft Owner or Aircraft Operator shall remove Non-Airworthy Aircraft from the Airport within 90 days of becoming Non-Airworthy unless otherwise previously authorized in writing by the Director of Aviation.
2. Aircraft Owner or Aircraft Operator shall either remove Non-Airworthy Aircraft from the Airport or provide evidence of airworthiness within 30 days of written notification from or on behalf of the City.
3. If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Director of Aviation shall comply with Texas Transportation Code, Title 7. Vehicles and Traffic, Subtitle H. Parking, Towing, and Storage of Vehicles, Chapter 683. Abandoned Motor Vehicles, Subchapter B. Abandoned Motor Vehicles: Seizure and Auction.

3.3. Disabled and Abandoned Aircraft

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of Disabled Aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the City, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Abandoning an Aircraft on the Airport is prohibited.

1. The City will comply with State of Texas Transportation Code, Title 7. Vehicles and Traffic, Subtitle H. Parking, Towing, and Storage of Vehicles, Chapter 683. Abandoned Motor Vehicles, Subchapter B. Abandoned Motor Vehicles: Seizure and Auction upon identifying an Abandoned Aircraft.

3.4. Hours of Operation

The Airport is available for use 24 hours per day, 7 days per week, unless closed by Notice to Airmen (NOTAM) or otherwise restricted by ordinance.

3.5. Accidents

Aircraft Operators involved in an Aircraft Accident shall make a full and complete report to the City and appropriate Agencies in a timely manner, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

1. The report to City shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Aircraft Accident may not be removed from the scene of the Aircraft Accident until authorized by the City who shall receive authorization from the FAA, NTSB, or other Agencies having jurisdiction, as applicable. Once authorization to remove the Aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the Aircraft (and any parts) to a designated area.

3.6. Prohibiting Use of the Airport

The Director of Aviation shall have the right at any time to close or restrict use the Airport or any portion thereof to Aircraft operations (except for an emergency operation), or deny the use of the Airport to any entity when the Director of Aviation considers such actions to be necessary and desirable in the interest of safety or security.

1. The Director of Aviation or FAA may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
2. Under no circumstance shall an authorized Airport closure, partial closure or restriction constitute grounds for reimbursement of any expense, cost, loss of revenue, or damage which may be incurred by any entity.

3.7. Maintenance

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the City and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the City and the orders of the Fire Department.

Aircraft Line Maintenance may be performed on Aircraft owned or operated by passenger or cargo Air Carriers on the Air Carrier Ramp.

3.8. Cleaning

Aircraft cleaning shall only be performed in full and complete compliance with the City's SWPPP. Aircraft cleaning, which creates runoff, shall be approved by the Director of Aviation.

Requests for permission shall be submitted in writing to the Director of Aviation and include the name of the Aircraft Operator, location, time and duration, entity conducting Aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

When non-biodegradable soap, solvents, and/or degreasers are used for Aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. Aircraft, Aircraft engines, and/or parts may be dry washed without approval by the City.

3.9. Deicing

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in the location(s) specified by the City.

3.10. Engine Operation

Between the hours of 10:00 p.m. and 6:00 a.m., Aircraft engine Runups are not permitted except for Runups required in preparation for Aircraft departure or conducted in approved maintenance Runup facilities.

1. Aircraft engines shall not be started within any structure.
2. Aircraft controls shall be attended while Aircraft engines are operating.
3. Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an Aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an Aircraft engine when flammable liquid is on the ground in the immediate vicinity of the Aircraft is prohibited.

3.11. Parking and Storage

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Runway, Taxiway, Taxilane, or obstruct access to Hangars, parked or staged Aircraft, parked or staged Vehicles, equipment, gates, or Fuel storage facilities.

Unless utilizing the Leased Premises of a Lessee or Sublessee or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of Aircraft, without prior written permission of the City.

1. In the event a person uses any area for Aircraft parking, staging, or storage without first obtaining the prior written permission of the City, the City may remove and store the Aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the City.

Aircraft Operators shall ensure Aircraft are properly secured, as set forth in Advisory Circular (AC) 20-35C, when parked and/or stored.

1. Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

Upon request of the City for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the Aircraft to a location and/or position identified by the Director of Aviation. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Director of Aviation may move the Aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the City.

3.12. Security

In the event the type, use, or condition of an Aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the Director of Aviation. Security measures shall not hinder, delay, or prevent relocation or removal of Aircraft at the direction of the City.

1. No person shall interfere or tamper with any Aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

3.13. Operations

Operating an Aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by ATC or by written notification of the City or NOTAM.

Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50 KW or greater output), is within 300 feet or if low intensity (less than 50 KW output), is within 100 feet of another Aircraft, an Aircraft Refueling Vehicle, or a Fuel storage facility.

1. Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an Aircraft is inside a Hangar.

The starting, positioning, or taxiing of Aircraft shall be done in such a manner so as to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the Aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the Aircraft or on any closed runway or taxiway.

1. It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

3.14. Taxiing and Towing Operations

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

1. Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the Aircraft who shall monitor the radio transmitting frequency in use by ATC if the Aircraft is equipped with a radio and the radio is functional.

Taxiing Aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or other Aircraft as necessary, unless otherwise directed by written notice of the City or NOTAM. Aircraft shall not be taxied at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other Aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of Aircraft unless prior written approval has been provided by the City.

3.15. Rotorcraft Operations

Rotorcraft shall park or operate only in Movement Areas, Aircraft parking areas, or areas designated by the City for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or Fuel storage facility. Rotorcraft shall not be operated within 100 feet of any area where Light Aircraft are parked or operating.

3.16. Restricted Activities

Unless otherwise approved by Agreement, Aircraft Operators shall provide advance notification to the City before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the City:

1. Use of motorless Aircraft – the landing upon or towing of gliders and other certificated motorless Aircraft.
2. Use of Ultralight Vehicles – the landing upon or taking off of Ultralight Vehicles.
3. First flight or test flights after major airframe and/or powerplant modifications.
4. Use of lighter-than-air Aircraft – the landing upon or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air Aircraft which utilize gasses or hot air to provide lift.
5. Banner or glider towing – the landing upon or taking off of Aircraft which tow banners, gliders, or other devices.
6. Sky diving, parachuting, or powered parachute operations.
7. Operation of model aircraft, unmanned aerial vehicle (UAV), or unmanned aircraft system (UAS) within five statute miles of the Airport shall comply with all applicable Legal Requirements.
8. Operation of Aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).

9. Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the Aircraft or use by crewmembers or passengers. All shipments of Hazardous Material shall comply with regulations established in 49 CFR Parts 100-199 and Legal Requirements governing such shipments. Hazmat and ARFF equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

3.17. Fees

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the City unless exempt by Agreement.

1. Aircraft that may be exempt from City fees include Aircraft owned and/or operated by the United States of America, owned and/or operated by military forces of the United States of America, and operated by foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).



PASSENGER TERMINAL BUILDING RULES AND REGULATIONS

4. PASSENGER TERMINAL BUILDING RULES AND REGULATIONS

4.1. *Baggage Carts*

Baggage carts may not be removed from the Airport. City employees, Lessees, Sublessees, and contractors may not keep or stow baggage carts. Lessees, Sublessees, or contractors will be charged a fee if baggage carts are found in their exclusive Leased Premises. No person other than persons authorized by the City shall dispense baggage carts. It shall be prohibited for any person to come to the Airport for the express purpose of returning or otherwise using baggage carts for financial benefit. The City or assignee is responsible to collect baggage carts.

4.2. *Public Address System*

Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled Aircraft or other information relevant to the operation of the Airport shall be permitted for use in the Passenger Terminal Building.

1. No person shall use or cause to be used the public address system for the solicitation of business.
2. The public address system shall only be used in accordance with individual Lessee or Sublessee Agreements.

4.3. *Vending Machines*

Vending machines for the sale of goods, unless approved by Agreement, shall not be permitted in the Public Areas of the Passenger Terminal Building, which are not occupied by a Lessee or Sublessee.

4.4. *Locks and Keys*

The City will provide all initial door locks (and keys) for each Leased Premises owned by the City, at the expense of the City. All subsequent lock changes or lost key replacements requested by the Lessee or Sublessee, if approved by the City, shall be completed by the City at the Lessee's or Sublessee's sole cost and expense.

1. Duplicate keys shall not be made and additional locks shall not be placed in or on the Leased Premises without prior written authorization by the City.

4.5. *Leased Premises*

Leased Premises and adjacent areas shall be kept clean and free from rubbish. Corridor doors when not in use shall be closed. No debris, trash, dirt, dust or other like material shall be swept or thrown into corridors, hallways, or stairwells.

1. In the event infestation occurs of insects, rodents, pests, varmints or any troublesome animals, Lessee or Sublessee shall take immediate action utilizing licensed eradication methods (in the event this is the responsibility of the Lessee or Sublessee through Agreement).



PASSENGER TERMINAL BUILDING RULES AND REGULATIONS

2. In the event the Lessee or Sublessee is unable to take immediate action, the City may take appropriate action and shall have the right to collect the expense of such action for the Lessee or Sublessee.

No area of the Passenger Terminal Building shall be used for storage of equipment, fixtures, or cargo without prior authorization of the City. All decorations at ticket counters and gate areas are prohibited without prior written authorization from the City. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee or Sublessee as additional rent or cost recovery. Lessees and Sublessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the City.

4.6. *Baggage Conveyor System and Unclaimed Baggage*

No person shall ride, walk, sit, or stand on the baggage conveyor system (or any portion thereof) and no unauthorized items shall be placed on the baggage conveyor system. Entities responsible for operating and loading the baggage conveyor system shall be responsible for unloading all unclaimed baggage.

4.7. *Escalator, Elevator, or Wheelchairs*

No person shall use an escalator, elevator, or wheelchair for any purpose other than the purpose for which it is designed and intended and then only in the manner specified by the manufacturer.

4.8. *Airline Operations*

Passengers shall not be permitted to enplane or deplane an Aircraft except in the presence of and only after receiving express permission from authorized personnel. Aircraft must only be enplaned or deplaned in designated areas unless prior permission by the City has been obtained. Authorized personnel must escort and safely channel passengers through established routes to and from the Aircraft.

Gate Usage and Assignments – All Aircraft gates are pre-assigned and reserved for scheduled commercial, commuter, and approved contract air carrier Aircraft only.

1. No person shall park or leave an Aircraft parked and unattended on a Movement Area or Non-Movement Area, except at such places permitted and properly designated by the City.
2. Gates may only be used by the entity with an Agreement. An entity authorizing use of a gate to another entity assumes full responsibility and must ensure usage is in accordance with the Agreement.

It is the responsibility of flight and ground employees to ensure Aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons, equipment, building, other Aircraft, or any property. All ground handling entities shall submit a Charter Flight Advisory form to the City at least 24 hours prior to the operation.



PASSENGER TERMINAL BUILDING RULES AND REGULATIONS

All arriving international flight operations requiring the Federal Inspection Service Facilities (Customs and Border Protection, U.S. Department of Agriculture, etc.) will be scheduled and approved through the U.S. Customs and Border Protection and the City. The assignment of Remain Overnight (RON) Air Carrier Aircraft parking positions will be conducted by the City.

4.9. Engine Operation

Power back and power out procedures are prohibited without prior authorization from the City.

Engine cross bleed starts shall only be accomplished as follows:

1. Advise ATC of intent to conduct an engine cross bleed start.
2. After receipt of clearance from ACT, Aircraft shall be pushed back.
3. Cross bleed shall not be started until the Aircraft is positioned on the Taxiway/Taxilane centerline and the ground crew confirms procedure can be initiated without adverse impact on other Aircraft, Vehicles, or personnel.

4.10. Ground Support Equipment

Ground support equipment (including, but not limited to, chocks, air stairs, etc.) shall not be stored outside the boundaries of the Leased Premises or designated area by the City. Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the City. All Ramp scrubbing shall be accomplished through use of approved vacuum type scrubbers and the waste water shall be disposed of in compliance with Legal Requirements.

1. All spillage of lavatory waste shall be immediately cleaned by the responsible party.

5. VEHICLE RULES AND REGULATIONS

5.1. Legal Requirements

All Vehicle Operators shall comply with the State of Texas Transportation Code, these Rules and Regulations, directives issued by the Director of Aviation, and the orders of the Police Department.

5.2. Licensing and Permit

All Vehicles shall meet the State of Texas licensing and registration requirements except for Vehicles which are exclusively used on the AOA. All Vehicle Operators including those operating exclusively on the AOA, must have a valid Vehicle Operator's license and evidence of insurance as required by State of Texas law.

Vehicle Operators on the AOA are required to complete a Vehicle Operators training program and shall possess an approved Airport Identification Badge. Prior to operating Vehicles on the AOA, Vehicle Operators shall complete and submit an AOA Vehicle Permit request form to the City. Operators, Lessees, Sublessees, or Airport users may request "Escort Required" AOA Vehicle Permits which can be used for Vehicles that the Operators, Lessees, Sublessees, or users will be escorting in the Restricted Areas of the Airport.

1. If approved for an "Escort Required" AOA Vehicle Permit, the Operator, Lessee, or Sublessee must escort each approved Vehicle with an employee who has an approved Airport Identification Badge and in a Vehicle that is owned by the Operator, Lessee, or Sublessee and displays an approved AOA Vehicle Permit.
2. Prior to obtaining AOA Vehicle Permits, an Authorization Signature Letter listing at least one person who is authorized to request AOA Vehicle Permits shall be completed and submitted to the City.

Vehicles on the AOA, with the exception of Emergency Vehicles, are required to have an approved AOA Vehicle Permit displayed at all times on the Vehicle, unless otherwise authorized by the City.

5.3. Equipment

Vehicles shall not be operated at the Airport unless the Vehicle is properly identified via a placard or stenciled with company logo and name on both sides, is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing Vehicles.

5.4. Operations

Vehicles are not permitted to be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger persons or Property is prohibited.

No tank Vehicle, truck, or semi-trailer used for the transportation of flammable liquids, Fueling, or defueling of Aircraft shall be operated on the AOA unless approved in writing by the City.

Vehicles shall not be operated in any Hangar for a prolonged period of time unless the Vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Airside and Landside Speed Limits

Safe Speed – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

Minimum Speed – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with Legal Requirements.

Maximum Speed – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

Maximum Speed (miles per hour)	AMA
Airside	10
Landside	25

Vehicle Operators shall not, after receiving a visual or audible signal from the City employee or a Law Enforcement Officer fail to stop the Vehicle being operated, operate the Vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the City employee or a Law Enforcement Officer.

The Airside perimeter road shall be used only by City designated Vehicles including City Vehicles, Refueling Vehicles, and other Vehicles approved previously in writing by the Director of Aviation to be on the Movement Area as described in these Rules and Regulations.

VEHICLE RULES AND REGULATIONS

The operation of Vehicles which are overloaded (as designated in the vehicle operation manual) are prohibited. Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a Vehicle, or allow arms or legs to protrude from a Vehicle with the exception of Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to Aircraft, Emergency Vehicles or equipment, and pedestrians.

Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe and secure operation of the Aircraft.

1. Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not overtake or pass in front of a moving Aircraft.
2. Vehicles shall stop and yield right of way to taxiing Aircraft while providing a minimum of 50 feet separation from any wing and 200 feet from any tail section.
3. Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged Aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

Tugs (Towing Vehicles and Related Equipment):

1. Positive locking couplings are required for all towing Vehicles and related equipment.
2. Aircraft towing Vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

5.5. Security

Vehicle Operators shall stop and allow the gate to fully close before proceeding. The Vehicle Operator shall also ensure that no unauthorized Vehicles or persons gain access to the Airport while the gate is in operation. If the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact Airport Operations.

5.6. Air Operations Area

Vehicles on the AOA may only be operated by persons with a proper and current Airport Identification Badge.

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The City may restrict Vehicles to a certain area(s) of the AOA. Such restrictions may prohibit Vehicle operations outside the designated area(s).

Use of motorhomes, mini-bikes, dirt bikes, all-terrain Vehicles, go-carts, roller blades, skate boards, bicycles, or unicycles or other similar devices for recreational purposes are not permitted without the prior written permission from the City.

5.7. Movement Area

Vehicles on the Movement Area shall be painted and/or properly marked in a manner approved by the City. No person shall take or drive any Vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the City.

1. Vehicle Operators having access to the Movement Area shall comply with the Letter of Agreement between the City and ATC regarding Airport Surface Traffic Procedures. Vehicle Operators shall obtain clearance from ATC and ensure that no Aircraft is approaching prior to entering the Movement Area.

All Vehicles operating on the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a Vehicle in the Movement Area experiences radio failure, the Vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the Vehicle towards the control tower and flashing the Vehicle's headlights. Thereafter, the Vehicle Operator shall operate the Vehicle based upon (in accordance with) the standard colored light signal directions given by ATC immediately.

Vehicles used exclusively on the AOA shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle providing 360 degree view and in compliance with AC 150/5210-5 series "Painting, Marking and Lighting of Vehicles Used on an Airport". The beacon shall be activated and shall remain in operation while the Vehicle is in the AOA.

When construction-related Vehicles are required to enter or work within the Movement Area, such Vehicles will be marked with an approved orange and white checkered flag (for daytime operations) or an amber beacon (for nighttime operations). If the construction Vehicle is not equipped with a two-way radio capable of communicating on the proper aeronautical frequencies, the Vehicle shall be escorted at all times (while in the Movement Area) by a City authorized Vehicle and authorized personnel having radio contact with ATC or have a flagman (with a two-way radio capable of communicating on the proper aeronautical frequencies) stationed at the area(s) designated by the City to give instructions to the Vehicle.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the Vehicle is radio equipped.

1. Steady Green – Cleared to cross, proceed, or go
2. Steady Red – Stop
3. Flashing Red – Clear the Runway/Taxiway
4. Flashing White – Return to starting point on the Airport
5. Alternating Red and Green – Exercise extreme caution

5.8. Accidents

A Vehicle Operator involved in an Accident resulting in any injury or death to a person(s) or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle Operator (and the Vehicle) must remain at the scene until the Police Department and/or the Fire Department take a full report.

5.9. Cleaning and Maintenance

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such Vehicles from the Airport.

1. Vehicles shall be cleaned and/or maintained only in designated areas unless otherwise approved in writing by the City.

5.10. Parking or Stopping

Vehicles shall be parked only in designated areas unless otherwise approved in writing by the City. Vehicles shall not be parked or stopped so as to obstruct Aircraft, Vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane; within 3 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading Aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying Vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the City.

1. Parking in designated public parking areas is open to any person using the Airport.

Employees of Operators, Lessees, or Sublessees may park Private Vehicles in the employee parking areas designated by the City. Vehicles parked in a designated employee parking area must have a valid parking permit or pass, if so required, attached to the front windshield or mirror of the registered Vehicle.

All service Vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the City.



VEHICLE RULES AND REGULATIONS

Aircraft Operators may park Vehicles which are fully operational and properly permitted by the City inside the Hangar or outside the Hangar (but only in designated parking areas) while the Based Aircraft in the Hangar is gone.

1. Vehicles parked outside of a Hangar more than 30 calendar days without prior written notification to the City shall be considered abandoned. The City shall comply with Texas Transportation Code, Title 7. Vehicles and Traffic, Subtitle H. Parking, Towing and Storage of Vehicles, Chapter 683. Abandoned Motor Vehicles.
2. Vehicles may not be parked on Tiedown areas.
3. Abandoning a Vehicle on the Airport, including on Leased Premises, is prohibited.

Boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain Vehicles, race cars, recreational Vehicles, trailers, and other similar Vehicles may not be parked or stored in a Hangar or anywhere else on the Airport.

The City may tow or otherwise remove any Vehicle which is disabled or parked in violation of these Rules and Regulations (or if the Vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Owner or Operator's risk, cost, and expense and without any liability to the City.

Except as otherwise permitted in this Section, no Vehicle shall be parked on the first and second level drives adjacent to the Passenger Terminal Building without prior written approval from the Director of Aviation. Vehicles shall be attended at all times while on the first and second level drives adjacent to the Passenger Terminal Building.

5.11. Fees

Vehicles shall not be parked in any public parking area unless the Vehicle Owner or Operator pays the fees which may be established and assessed from time to time by the City unless the Vehicle Owner or Operator is exempt from payment as may be stipulated in an Agreement with the City.

6. COMMERCIAL VEHICLE RULES AND REGULATIONS

6.1. Legal Requirements

All Commercial ground transportation companies and car rental companies shall comply with these Rules and Regulations, Texas Occupations Code Chapter 2402, Amarillo Municipal Code Title XVI Section 16-2-69 Transportation Network Companies (Ordinance 7712), Amarillo Municipal Code Title XVI Chapter 16-4 Vehicle for Hire, and other applicable Legal Requirements.

6.2. Commercial Vehicle and Operator Licensing

All Commercial ground transportation companies (e.g., taxi, Limousines, charter party carrier/passenger stage carrier, Transportation Network Companies, and Courtesy Vehicle operators) providing Commercial ground transportation services must follow Amarillo Municipal Code Title XVI Section 16-2-69 Transportation Network Companies (Ordinance 7712), Amarillo Municipal Code Title XVI Chapter 16-4 Vehicle for Hire, and other applicable Legal Requirements.

To conduct commercial activities at the Airport, each vehicle operator shall apply for a Commercial Ground Transportation Permit through Airport Administration. This application may be downloaded from the Airport's website at fly-ama.com, Airport Info, Airport Publications or requested as a paper copy through the Department of Aviation, Airport Administration offices.

Commercial ground transportation companies shall (at its own cost and expense) obtain from all applicable Agencies having jurisdiction, all licenses, permits, consents, approvals, authorizations, and insurance (in a form and amount stipulated by the City) that may be required for the provision of Commercial ground transportation services at the Airport. Such documentation shall be produced for examination immediately upon request by the City.

Commercial Vehicle shall be clearly identified with the name of the Commercial ground transportation companies on the outside of the Vehicle visible to passengers. Commercial ground transportation companies shall maintain financial records in accordance with accepted accounting practices, ownership records (e.g., articles of incorporate, identification of corporate officers, and registration with the State of Texas), and operating records (e.g., radio dispatch records and activity log beginning and terminating at the Airport) which shall be made available to the City upon request.

1. Records shall be maintained for at least three years.

6.3. Non-Transferable

Commercial Ground Transportation Permit, vehicle decal or hand tag, or vehicle transponder shall not be assigned or transferred without prior written approval of the City.

6.4. Insurance

Commercial ground transportation companies shall procure, maintain, and pay all insurance premiums throughout the term of the Commercial Ground Transportation Permit for the insurance coverages and amounts required by Legal Requirements and set forth by the City.

1. The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of Texas (with a Best rating of A or above) or be approved in writing by the City.
2. Required terms and limits shall be established by the City.
 - Insurance terms shall, at a minimum, assume financial responsibility for injuries to persons, employees, and property caused by Commercial ground transportation companies' activities.
 - Commercial ground transportation companies shall maintain worker's compensation for all employees.
3. Insurance shall identify the City, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers as additional insured.

6.5. Parking or Stopping

Only authorized Commercial Vehicles shall use the Commercial lane for parking. After discharging passengers, each Commercial Vehicle shall immediately leave the Airport (not Loiter) or proceed by the most direct route to the designated area for passenger pickup. Commercial Vehicles shall not be parked, staged, or stopped in such a manner as to interfere with vehicular or pedestrian traffic.

Except as otherwise permitted in this Section, no Commercial Vehicle shall be parked on the first and second level drives adjacent to the Passenger Terminal Building without prior written approval from the Director of Aviation. Commercial Vehicles shall be attended at all times while parked on the first and second level drives adjacent to the Passenger Terminal Building only in the marked passenger loading and unloading zone. Transportation Network Companies are not authorized to use the commercial lane. As determined by the Airport, Transportation Network Companies shall utilize the appropriately designated area for vehicle staging.

6.6. Commercial Vehicle Operator Conduct and Appearance

Commercial Vehicle Operator shall remain in its Vehicle or immediately adjacent to its Vehicle.

1. Commercial Vehicle Operator is prohibited from Loitering.

Commercial Vehicle Operator is prohibited from standing inside the Passenger Terminal Building while the Commercial Vehicle is in position in the designated area for passenger pickup.

Commercial Vehicle Operator shall not:

1. solicit, persuade or urge any person (by words, gestures, or other form of communication) to use or hire any Commercial Vehicle Operator.
2. use offensive, abusive, or obscene language, gestures, or other forms of communication.

Commercial Vehicle Operator shall maintain a professional look and appearance (i.e., clean shirt and pants, shoes, and socks). Commercial Vehicle Operator shall conduct themselves in a courteous and professional manner and treat members of the traveling public with the utmost respect.

6.7. *Passenger Loading or Unloading*

Commercial ground transportation companies shall only receive passengers for hire in an area designated by the City following authorized procedures. Commercial ground transportation companies may not refuse a passenger for any reason unless stipulated herein.

1. Commercial ground transportation companies may refuse service if the Commercial Vehicle Operator has been dispatched on another call, or if passenger(s) appear to be intoxicated or under the influence of drugs or alcohol, or is disorderly.

Nothing in these Rules and Regulations shall be construed to prevent a passenger from boarding the Commercial Vehicle of the passenger's choice. Commercial ground transportation companies shall be trained and provide transportation services for disabled or handicap passengers.

Commercial Vehicles shall be permitted to be parked on the first and second level drives adjacent to the Passenger Terminal Building only for the purpose of loading and unloading passengers.

6.8. *Commercial Vehicle Operations*

Commercial ground transportation companies shall use the most direct available route on all trips unless otherwise specifically requested by the passenger. Commercial ground transportation companies shall provide a receipt identifying the amount paid, persons' name, vehicle license number, and City Commercial Vehicle Permit number to the passenger.

6.9. *Commercial Vehicle Equipment and Condition*

All Commercial Vehicles shall be kept in good operating condition and appearance. Each Commercial Vehicle shall be subject to inspection by the City at any time to determine compliance with these Rules and Regulations.



COMMERCIAL VEHICLE RULES AND REGULATIONS

1. Failure to pass any portion of the inspection may result in the Commercial Vehicle being prohibited from picking up and/or dropping off passengers until the discrepancies have been corrected to the satisfaction of the City.

If a Commercial Vehicle is required to have a taximeter, the Commercial Vehicle Operator shall ensure the taximeter is in proper recording position and visible to all passengers as well as a meter light burning during the hours of darkness.

6.10. Fees

Nothing in these Rules and Regulations shall be construed as granting any Commercial ground transportation companies the right to operate at the Airport without first obtaining written authorization from the City and without paying the fees which may be established and assessed by the City. Fees shall be established by City Council, in accordance with Amarillo Municipal Code Title XVI Section 16-2-69 Transportation Network Companies (Ordinance 7712) and Amarillo Municipal Code Title XVI Chapter 16-4. At the discretion of the Airport, approved fees shall be assessed and collected through direct contracts and agreements or through an approved third-party vendor designated commercial vehicle management system.

6.11. Complaints

Commercial ground transportation companies shall respond fully in writing and/or as otherwise requested by the City within 14 calendar days to any written customer complaint to or from the Airport and shall assist the City to investigate and resolve customer complaints. Commercial ground transportation companies shall respond fully in writing and/or as otherwise requested by the City within 14 calendar days to any inquiry by the City.

6.12. Penalties

The penalties for Commercial Vehicle Operators who are determined by the City to be in violation of these Rules and Regulations or the Amarillo Municipal Code follow:

1. Unsafe Commercial Vehicle
 - Suspension of privileges pending compliance
2. Minor violation (including, but not limited to, picking up passengers in unauthorized areas, the Commercial Vehicle Operator not remaining in or adjacent to the Commercial Vehicle, and Loitering in the Passenger Terminal Building)
 - First Offense – 24 Hour Suspension of Commercial Vehicle Permit
 - Second Offense – 30 Day Suspension of Commercial Vehicle Permit
 - Third Offense – Permanent revocation of Commercial Vehicle Permit
3. Major violation (including, but not limited to, attempt to induce another to commit an illegal act or violation of these Rules and Regulations, failure to obey a directive of the City, offensive language, gestures, or other actions, or conduct that is discourteous or unprofessional)



COMMERCIAL VEHICLE RULES AND REGULATIONS

- First Offense – Seven (7) Day Suspension of Commercial Vehicle Permit
 - Second Offense – 30 Day Suspension of Commercial Vehicle Permit
 - Third Offense – Permanent revocation of Commercial Vehicle Permit
4. Reckless driving, arrest at the Airport for any criminal action, and driving under the influence of alcohol and/or drugs
- First Offense – Permanent revocation of Commercial Vehicle Permit

Any combination of offenses in excess of three may result in the permanent revocation of Commercial Vehicle Permit.

7. OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS

7.1. Security

All gates, chains, doors, fences, lighting, locks and all other safeguards which are part of the Leased Premises or have been installed by the Operator must be continually and conscientiously maintained by the Operator and kept in working conditions at all times. Gates or doors which provide access to a Restricted Area through Leased Premises must remain closed, locked, and secured except when actually in use. Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the City.

Active logs of keys, access cards, and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained. The log shall be made available to the City upon request. Any lost or stolen keys, access cards, or other media shall be reported to the City immediately. All applicable reporting requirements must be fully complied with as established by the City, FAA, Department of Homeland Security (DHS), TSA (if applicable), and any other Agency having jurisdiction. Objects which could facilitate unauthorized access to a Restricted Area shall not be located within three feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

7.2. Construction or Alteration of Improvements

Any construction or alteration of an Improvement shall be performed in compliance with the most current applicable City Building Codes.

7.3. Maintenance of Premises

Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

1. kept free from all fire, safety, and security hazards,
2. maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
3. maintained in a condition of repair and general maintenance in accordance with the Agreement.

Operators, Lessees, and Sublessees shall be fully responsible for and replace, or in the City's sole discretion, reimburse the City for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Operator, Lessee, or Sublessee or its employees, agents, customers, visitors, suppliers or persons with whom they do business.

Operators, Lessees, and Sublessees shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of Fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

1. The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the City) may result in the City conducting or contracting the maintenance at Operator's, Lessee's, or Sublessee's sole cost and expense without liability to the City.

7.4. Fire Prevention

Operator, Lessees, and Sublessees shall be responsible for ensuring that fire prevention practices and/or procedures are followed.

Employees conducting Fuel Handling must receive fire prevention training and instruction by the Fire Department (or in accordance with an FAA Approved Part 139 Fuel Handling Training course, if applicable) immediately upon employment and that employees receive such fire prevention training and instruction annually thereafter.

1. Fire prevention training and instruction shall include the use of fire extinguishers, responding to Fuel and oil spills, handling flammable materials, and any other items deemed necessary and/or appropriate (for the Activity) by the Fire Department and the training and instruction provided to each employee shall be documented and kept on file.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) for the particular hazard involved or associated with the activity shall be provided by Operators, Lessees, or Sublessees.

1. At all times, fire extinguishers shall be maintained in accordance with the practices recommended by the NFPA.
2. A tag showing the date of last inspection (and who performed the inspection) shall be attached to each unit and records, acceptable by fire underwriters, shall be kept documenting the status of each unit.

A responsible person shall be designated and point-of-contact information shall be provided to the Fire Department including the name of the primary and secondary contacts and day time and after-hours telephone numbers for both individuals.

7.5. Heating Equipment

All heating equipment and Fuel burning appliances installed or used at the Airport shall comply with all Legal Requirements (as applicable) of the City, the State of Texas, the NFPA, and the Fire Department.

7.6. Aircraft Hangars

Aircraft Hangars shall only be used for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved by the City and the Fire Department or as otherwise stipulated in an Agreement. Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not be positioned in such a manner so as to block or obstruct access to doors, gates, or Fuel storage facilities except for temporary staging and/or Fuel Handling of such Aircraft.

Use of Aircraft Hangars shall be subject to the following restrictions:

1. Unless permission is granted by Agreement, no Aircraft Maintenance, alterations, or repairs shall be performed in a Hangar without the prior written permission of the City.
2. Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
3. Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.

7.7. Aircraft Tiedowns

Aircraft parked in Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to block a Taxiway, Taxilane, or obstruct access to Hangars, parked or staged Aircraft, parked or staged Vehicles, doors, gates, or Fuel storage facilities except for staging and/or Fuel Handling of such Aircraft.

1. If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the Aircraft listed in the Agreement for the Tiedown space.

7.8. Storage of Materials and Equipment

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

1. Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the City.

2. Non-hazardous items can be stored in a fully-enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.
3. Unless expressly permitted in an existing Agreement or approved in writing by City, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, Vehicles, or equipment without the prior written permission of the City.

7.9. Compressed Gases

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

1. Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed.
2. Cylinders or tanks not in use shall have an approved transportation safety cap installed.
3. Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA.

7.10. Lubricating Oils

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the City and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the City. Such containers may only be stored in compliance with Legal Requirements and consistent with the City's SWPPP.

7.11. Right of Entry

The City shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

1. For Improvements owned by the City, the City shall be provided with a key capable of gaining access to the facilities, buildings, and Improvements.
2. For Improvements owned by the Lessee or Sublessee, the City shall provide advanced notification.

The City and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

7.12. Non-Commercial Flying Club

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of Texas, operates on a non-profit basis, and restricts membership from the general public.

1. Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
2. Flying Club shall keep on file and available for review by the City, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

Flying Club shall file and keep the following current with the City:

1. articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
2. roster of all officers and directors including home and business addresses and telephone numbers, and
3. designee responsible for compliance with applicable Legal Requirements.
4. Flying Clubs shall not conduct any Commercial Activity.

If Flying Club is operated for Commercial purposes, Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity. Members may conduct flight instruction relating to Aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club shall not permit its Aircraft to be utilized for flight instruction to any person, including Members, when such person pays or becomes obligated to pay for such flight instruction, except when flight instruction is provided by an approved Flight Training Operator on the Airport.

1. Flying Club Aircraft shall only be used by Members.

No Member shall use Flying Club Aircraft in exchange for Compensation. This does not include reimbursement for expenses associated with the use of Flying Club Aircraft.

If the Flying Club is performing Aircraft Maintenance on Aircraft owned by the Flying Club, Maintenance area and Hangar are required as follows:



**OPERATOR, LESSEE AND
SUBLESSEE RULES AND REGULATIONS**

Maintenance area and Hangar (square feet)	AMA
Maintenance area ¹	500
Hangar ²	3,600

Insurance – Except as otherwise provided for herein, Flying Club shall maintain, at a minimum, the coverage and limits of insurance set forth below:

1. General Liability (Combined Single Limit):
 - Each occurrence – \$1,000,000
 - Unlicensed Vehicles – \$1,000,000
2. Vehicular Liability (Combined Single Limit):
 - Each occurrence – \$1,000,000
3. Hangar Keeper's Liability (Largest Aircraft Accommodated):
 - Single Engine and Multi Engine Piston Group I – \$500,000 (each aircraft) and \$1,000,000 (each occurrence)
 - Turboprop Group I – \$1,000,000 (each aircraft) and \$2,500,000 (each occurrence)
4. Aircraft and Passenger Liability (Each Occurrence):
 - Each occurrence – \$1,000,000 Club and \$100,000 sub limit per person

¹ Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

² Hangar area shall be at least equal to the square footage stipulated above or large enough to accommodate the largest Aircraft being serviced, whichever is greater.

8. AVIATION FUELING RULES AND REGULATIONS

8.1. General

Legal Requirements – Fuel Handling, Refueling Vehicles, and Fuel storage facilities at the Airport shall conform to the Legal Requirements including without limitation, those prescribed by the State of Texas and City and provisions of 14 CFR; NFPA recommendations; ATA 103; Applicable ACs including AC 150/5230-4 series "Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports", AC 00-34 series "Aircraft Ground Handling and Servicing", and AC 150/5210-5 series "Painting, Marking and Lighting of Vehicles Used on an Airport"; the City's SWPPP and City's SPCC Plan; Legal Requirements established by the Environmental Protection Agency, Texas Commission on Environmental Quality, and any other Agency having jurisdiction.

Fuel Quality Control – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D1910 (Avgas), or ASTM D4814 without ethanol. Ensuring the quality of the Fuel is the sole responsibility of entity engaged in Fuel Handling.

Training – Standard Operating Procedure (SOP) shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34 series "Aircraft Ground Handling and Servicing." The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures related to Fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and Fuel storage facilities. The SOP shall be made available to the City for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

1. No person shall engage in Fuel Handling until that person is properly trained.

Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.

1. Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
2. Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
3. Records shall be subject to review of and/or inspection by the City or other designated representative(s).
4. Training shall be performed in accordance with 14 CFR Part 139.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling within the immediate vicinity where Aircraft engines are operating, Aircraft or engines are being warmed by application of heat, or while the Aircraft is located in a congested area.

Prior to engaging in Fuel Handling, entity shall provide the City with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the City at least 30 calendar days prior to any planned change in operations. A properly trained person shall be present and responsive while Fuel is being transferred into or out of any Fuel storage facility (from or into Refueling Vehicle).

1. The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
2. The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of Fuel is in progress.
3. The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the Aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of Fuel or oils.

1. The party responsible for a Fuel or oil spill at the Airport shall comply with Section 2.20 of these Rules and Regulations.

Refueling Vehicles shall be positioned so the Vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 50 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the City and the Fire Department.

Vehicles shall be refueled only at refueling stations approved by the City and the Fire Department. In the absence of suitable ground support equipment, a turbine-powered auxiliary power unit mounted at the rear of the Aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered auxiliary power unit may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a Fuel vapor ignition source.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 10 minutes following any reported or observed lightning flash within 5 miles of the Airport. The Refueling Vehicle shall be bonded to the Aircraft or Fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be FM or UL approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Fuel Handling shall not occur while passengers are onboard the Aircraft unless a passenger-loading ramp is in place at the Aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any radio transmitter or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate Aircraft electrical systems or switch Aircraft electrical appliances on or off during Fuel Handling.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point Fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

1. Smoking, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any Aircraft, Refueling Vehicle, Fuel storage facility.

Refueling Vehicles (including Fuel tankers) shall only use the entrance, exit, and route designated by the City during the transportation and delivery of Fuel. Refueling Vehicles (including Fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations. Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or City.

1. All extinguishers shall be inspected and certified, as required by law, and all personnel involved with Fueling or defueling operations shall be qualified and properly trained to use all fire extinguishers.

Appropriate and proper absorbent material(s) and Fuel spill containment capable of damming/diking a Fuel spill shall be immediately available or as defined in the entity's approved SPCC Plan. The City assumes no liability or responsibility for any violation of any Aircraft, Refueling Vehicle or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

1. Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities Fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
2. Entities engaged in Fuel Handling shall fully reimburse the City for any fines, legal or court costs, incurred by the City for any such violation, error, omission, or negligence.

Rotorcraft Rapid Refueling – In the event Rotorcraft Fueling occurs while an onboard engine is operating, entity must comply with all Legal Requirements.

Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the Fuel inlet port(s), vents or tank openings. An FAA licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process. If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area if needed.

Only designated personnel, properly trained in rapid refueling operations, shall operate the Refueling Vehicle. All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the Fuel inlet ports shall be closed and shall remain closed during Fuel Handling. Fuel shall be dispensed into an open port from approved deadman type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.

When Fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space. The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering in the vicinity.

Refueling Vehicles – Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, without limitation, those prescribed by:

1. National Fire Protection Association (NFPA) Codes;
2. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
3. Applicable ACs including AC 00-34 series "Aircraft Ground Handling and Servicing" and AC 150/5210-5 series "Painting, Marking and Lighting of Vehicles Used on an Airport".

Refueling Vehicles shall be equipped with metering devices that meet all applicable Legal Requirements and shall be bottom loaded.

Only those Fuel storage facilities and Refueling Vehicles which are approved by the City and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

1. When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.

2. Hoses or piping connections shall be secured and capable of holding under the pump's rated PSI discharge.
3. Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be UL or FM approved.
4. All storage tanks shall be rated in accordance with UFC Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles and Fuel storage facilities shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.

1. A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

Storage of Refueling Vehicles – Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Vehicles and any other Vehicle or Aircraft and a minimum of 20 feet from a storm water inlet.

Maintenance of Refueling Vehicles – Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the City upon request.

Fuel Storage Facilities – Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the City for all leaks, spills, or other damage that may result from Fuel Handling. Fuel storage facilities shall be operated and maintained in accordance with practices recommended by the NFPA (Pamphlet No. 30 and NFPA 407) and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. Fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the NFPA (Pamphlet No. 30) and in full compliance with Legal Requirements. Plans for installation and operation of Fuel storage facilities shall be submitted to the City and the Fire Department and approval shall be received from the City and the Fire Department prior to installation and operation.

1. All security gates leading into Fuel storage facilities shall remain (be kept) closed, locked, and secured except when actually in use.

8.2. Self-Serve Fueling

Introduction – Entities using a self-serve fuel pump shall comply with all requirements identified in this Section.

Training – No person shall engage in Fuel Handling until that person is properly trained.

Fuel Handling – Aircraft shall not be engaged in Fuel Handling in an area where Aircraft engines are operating, Aircraft or engines are being warmed by application of heat, or while the Aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the Aircraft, Fuel Handling shall cease immediately and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of Fuel or oils.

1. Should a Fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19 of these Rules and Regulations.

Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport. The Refueling Vehicle shall be bonded to the Aircraft or Fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be FM or UL approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Fuel Handling shall not occur while passengers are onboard the Aircraft unless a passenger-loading ramp is in place at the Aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any radio transmitter or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate Aircraft electrical systems or switch Aircraft electrical appliances on or off during Fuel Handling or use any material or equipment which is likely to cause a spark or ignition within 50 feet.

1. Smoking, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any Aircraft, Refueling Vehicle, Fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or City.

1. Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities Fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
2. Entities engaged in Fuel Handling shall fully reimburse the City for any fines, legal or court costs, incurred by the City or any such violation, error, omission, or negligence.

8.3. Non-Commercial Self-Fueling

Introduction – Any entity engaged in Non-Commercial Self-Fueling shall also comply with Section 8.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

Permit – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid General Aviation Self-Fueling Permit authorizing such activity has been issued by the City (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of Aircraft ownership, lease, or operation (full and exclusive control).

1. If the Aircraft is being leased or operated by (and under the full and exclusive control of) and Fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the City with a copy of the lease or operating agreement.
2. The City will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

Self-Fueling Permittee shall comply with State of Texas Department of Revenue regulations pertaining to aviation use fuel tax and Internal Revenue Service Publication 510 (Excise Taxes – Including Fuel Tax Credits and Refunds) when remitting payment in compliance with Publication 510. Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of Fuel utilized in Aircraft and provide records upon request by the City.

Reporting – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the City identifying the number of gallons of: (i) aviation Fuel purchased by Self-Fueling Permittee (by Fuel type), (ii) delivered to Self-Fueling Permittee's Fuel storage facility (by Fuel type), and (iii) dispensed to Self-Fueling Permittee's Aircraft at the Airport and (b) pay the appropriate fees due to the City at the Airport's administrative office.

Records and meters shall be made available for review by the City or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of Fuel delivered to Self-Fueling Permittee's Aircraft and/or dispensed by Self-Fueling Permittee at the Airport, the greater amount shall prevail and the Self-Fueling Permittee shall promptly pay all additional fees due the City at the City administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Fueling Operations – Self-Fueling shall be conducted only in those areas designated by the City as identified in the Self-Fueling Permit.

1. Self-Fueling at any other location at the Airport is prohibited.
2. Pouring or gravity transfer of Fuel and Fueling from containers having a capacity of more than 5 gallons is prohibited.

Fueling Equipment – Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing Fuel into Self-Fueling Permittee's Aircraft. Refueling Vehicle shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee.

Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed as follows:

Refueling Vehicles	AMA
Jet Fuel	
Minimum capacity (gallons)	1,000
Maximum capacity (gallons)	2,000
Avgas	
Minimum capacity (gallons)	500
Maximum capacity (gallons)	1,000

1. Self-Fueling Permittee's utilizing an FBO Fuel storage facility must park the Refueling Vehicle on the FBO's Leased Premises when not in use.
2. Self-Fueling Permittee's utilizing off Airport Fuel storage must park the Refueling Vehicle off Airport when not in use.

Fuel Storage Facilities – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

1. through an authorized FBO at the Airport;
2. off Airport; or
3. through Self-Fueling Permittee's Fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the City.

Self-Fueling Permittee's authorized by the City shall lease land and own or lease a/an above/below ground Fuel storage facility in the designated Fuel storage area as follows:



AVIATION FUELING RULES AND REGULATIONS

Fuel Storage Facility	AMA
Jet Fuel	
Number of tanks	1
Minimum total capacity (gallons)	10,000

Fuel storage facility shall denote the Aircraft FAA N-Number(s) identified on the Self-fueling Permittee's Self-Fueling Permit with 12 inch characters on each side of the Fuel storage facility.

Limitations – Self-Fueling Permittee shall not sell and/or dispense Fuels to Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the City. Any such selling or dispensing shall be grounds for revocation of the Permit by the City as well as the collection of all applicable fines or other charges.

1. Revocation upon first violation will be for a period of one year.
2. Revocation upon a second violation shall be permanent.

Public Agency – Entities providing an Emergency Public Service are not required to meet the fueling equipment and storage facility requirements identified in this Section unless Fuel is being delivered to Aircraft by Refueling Vehicles or through a fixed fueling station.

Fuel storage facilities and delivery of Fuel for Aircraft operated by Public Service Agency must be approved in writing, in advance by the City.

Insurance – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth in below:

1. General Liability (Combined Single Limit)
 - Each occurrence – \$1,000,000
 - Unlicensed Vehicles – \$2,000,000
2. Business Automobile Liability (Combined Single Limit)
 - Non-Movement Area – \$1,000,000
 - Movement Area – \$2,000,000
3. Environmental Liability – \$2,000,000

9. APPENDIX

9.1. Definitions

Abandoned – Property, other than Aircraft or Vehicles, that has been left unattended by the owner at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from an Aircraft, Vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Advisory Circular (AC) – A document published by the FAA providing guidance on aviation/airport issues/matters.

Aeronautical Activity (or Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of Aircraft or the operation of the Airport.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A mutual understanding between two or more parties creating obligations that are enforceable at law. Agreements may include but are not limited to lease agreements and permits.

Air Carrier – An entity engaged in the operation of an Aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (or AOA) – A portion of an airport which includes Aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Air Traffic Control (or ATC) – A service operated by an appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the ground.

Aircraft – A device that is used or intended to be used for flight in the air.

Aircraft and Passenger Liability Insurance – Insurance coverage pertaining to include bodily injury, property damage, and passenger injury for all owned, leased, or operated Aircraft.

Aircraft Design Group – An FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (an Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of an airport.

Aircraft Rescue and Fire Fighting (or ARFF) – Personnel, equipment, and facilities located on or off an airport dedicated to responding to Aircraft Accidents/incidents and all rescue and firefighting tasks, structural fires, and other firefighting or rescue emergency activities at an airport.

Airframe and Powerplant Mechanic (or A & P Mechanic) – A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Rick Husband Amarillo International Airport (AMA).

Airport Certification Manual (or ACM) – A manual developed by an airport that establishes responsibility, authority, and procedures for FAR Part 139 compliance. An ACM is required and approved by the FAA for airports served by scheduled Air Carrier Aircraft.

Airport Identification Badge – A media allowing access to certain parts of the Airport.

Airport Improvement Programs – An FAA program that provides grants to public agencies, and in some cases to private owners and entities, for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

Airport Layout Plan, (or ALP) – The FAA approved and City adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and City depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Airport Security Program (or ASP) – The current Airport Security Program, as may be amended from time to time, approved by the Transportation Security Administration (if necessary), that specifies the systems, measures, and procedures that are used to meet an airport's regulatory and statutory responsibilities relating to airport security.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airside – The Runways for landing and taking off of Aircraft, designated helipads, Taxiways and Taxilanes for ground movement of Aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of Aircraft.

Amarillo Airport Police Department (or Police Department) – The City Police Department providing law enforcement services as well as several other community services to the Airport.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Association – An unincorporated business organization that is not a legal entity separate from the persons who compose it.

Avgas (or "Aviation Gasoline") – Fuel commonly utilized to power piston-engine Aircraft.

Based Aircraft – An Aircraft which has been or will be stored at the Airport for more than 183 calendar days over a one year period (including days that the Aircraft is operating off the Airport and not paying Based Aircraft storage rents or fees at another airport).

Business Automobile Liability Insurance – Insurance coverage pertaining to include bodily injury and property damage for all licensed Vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Certified Flight Instructor (CFI) Professional Liability Insurance – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

Certificates of Insurance – A certificate provided by and executed by an Operator's, Lessee's, or Sublessee's insurance company providing evidence of the insurance coverages and policy limits of the Operator, Lessee, or Sublessee.

City of Amarillo Fire Department (or Fire Department) – The City Fire Department providing fire services as well as several community services to the City.

Co-Op Fueling – The Fueling of an Aircraft by the Owner of the Aircraft or the Owner's Employee using Vehicles, Equipment, and resources owned by an approved Association.

Code of Federal Regulation (or CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Commercial – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability Insurance – Insurance for damages due to bodily injury, personal injury, property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and property damage.

Compensation – Any form of reimbursement for goods or services including but not limited to monetary, exchange, barter, favors, gratuity, etc.

Condemnation – The power to take private property for public use by the state, municipalities, and private persons or corporations authorized to exercise functions of state power.

Contiguous Land – Land that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle – A Vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and an off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current – All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.

Department of Homeland Security (or DHS) – A single, integrated executive department of the United States Government focused on protecting the American people and the homeland.

Department of Transportation (or DOT) – The Cabinet department of the United States Government concerned with transportation.

Development Standards – The parameters governing the design, construction, and/or modification of Operator, Lessee, and Sublessee land and/or Improvements at the Airport, as may be amended from time to time.

Director of Aviation – That person (or designated representative thereof), appointed by the City, responsible for the administration and day-to-day operation and management of the Airport, all City owned Property, Vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

Disabled – An Aircraft or Aircraft component that cannot operate as intended which may or may not render the Aircraft as airworthy.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any Vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Entity – An organization that has legal identity apart from its members, including but not limited to corporations, limited liability companies, and limited liability partnerships.

Environmental Liability Insurance – Insurance coverage pertaining to include liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Environmental Protection Agency (or EPA) – The Agency within the United States Government having responsibility for enforcing the environmental regulations or laws enacted by Congress.

Equipment – The necessary supplies, tools, and apparatus used in an operation or Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Federal Aviation Administration (or FAA) – The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

Fixed Based Operator (or FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the City's General Aviation Minimum Standards.

Flight Training – The training, other than ground training, received from an authorized instructor in an Aircraft.

Fuel – Any substance (solid, liquid, or gaseous) used to operate any engine or motor in Aircraft, Vehicles, or equipment.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of Fuel or Fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation Leasing/Rents and Fees Policy – Sets forth the parameters for leasing Airport land and Improvements (for General Aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

General Aviation Minimum Standards (or Minimum Standards) – Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Good Standing – Full compliance with all applicable Legal Requirements and not in default of any Agreement with the City.

Hangar – Any fully or partially enclosed storage facility for an Aircraft.

Hangar Keeper's Legal Liability Insurance – Insurance coverage pertaining to include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Hazardous Materials – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Infrastructure includes, but is not limited to, Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities.

Jet Fuel – Fuel commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) Aircraft.

Landside – The portion of the Airport used for activities other than the movement of Aircraft, such as Vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the Airport Layout Plan used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Leased Premises – The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Legal Requirements – All applicable federal, state, county, and local laws, codes, ordinances, policies, and regulations.

Lessee – An entity (other than a Licensee) that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Licensee – An entity that has entered into a Non-Commercial Aircraft Hangar License Agreement with the City.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An Aircraft certificated by the FAA which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Limousine – A Vehicle, for hire, that is configured without a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the City) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft (exclusive of Aircraft parking, loading, unloading, fueling, and servicing areas) where Aircraft are moved with radio contact with ATC or other Aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

National Fire Protection Association (or NFPA) – All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

Non-Airworthy – An Aircraft that does not hold an airworthiness certificate as issued by the FAA.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Movement Area – Those portions of the Airport where Aircraft taxi are moved without radio contact with ATC or other Aircraft.

Notice To Airmen (or NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, the Director of Aviation, ATC, or other authorized Agency.

Object Free Area – An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Operator – An entity that has entered into an Agreement with the City to engage in Commercial Aeronautical Activities at the Airport.

Owner – The registered legal Owner of an Aircraft according to FAA records or a Vehicle according to the applicable state Department of Motor Vehicle records.

Passenger Terminal Building – The building at the Airport where the passenger processes of ticketing, baggage check-in, security screening, Aircraft boarding, baggage claim, customs, and immigration are accomplished for Commercial Air Carrier activities.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has written permission from the City to conduct an Activity at the Airport according to the parameters established by a permit.

Piston Aircraft – An Aircraft that utilizes a reciprocating engine for propulsion.

Primary Management and Compliance Documents (or PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the City, as may be amended from time to time, including Rules and Regulations, General Aviation Leasing/Rents and Fees Policy, General Aviation Minimum Standards, and Development Standards.

Private Vehicle – Any Vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the general public. Such areas include concessionaire shops, restrooms, Passenger Terminal Building lobbies, hallways, passage ways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

Ramp – Those Paved areas of the Airport within the AOA designated by the City for parking, loading, unloading, fueling, or servicing of Aircraft.

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle – Any Vehicle used for transporting, handling, or dispensing of Fuels and lubricants.

Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

Restricted Area – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with signage.

Rotorcraft – A heavier-than-air aircraft that depends principally for its support in flight on the lift generated by one or more rotors.

Rules and Regulations – The rules and regulations set forth by the City for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Runup – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

Runway – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

Safety Management System (or SMS) – The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies and procedures (FAA Order VS 8000.367A).

Secured Area – A portion of an airport, specified in the Airport Security Program, in which certain security measures specified in 49 CFR Part 1542 are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under 49 CFR Part 1544 or 1546 load and unload passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (or SIDA) – A portion of the AOA identified in the Airport Security Program where each person is required to continuously display, on their outermost garment, an airport approved identification medium unless under City approved escort.

Security Plan – A document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling – The Non-Commercial Fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

Self-Service – The servicing of an Aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's Vehicles, Equipment, and resources.

Special Event – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of Airport staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, Vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (or SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

Spill Prevention, Control, and Countermeasures Plan (or SPCC Plan) – A contingency plan defined by the EPA that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

Sterile Area – The area in the Passenger Terminal Building beyond the security screening checkpoint(s).

Storm Water Pollution Prevention Plan (or SWPPP) – A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Student and Renter Liability Insurance – Insurance coverage pertaining to include bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.

Sublease – A lease by a lessee to a third party, conveying some or all of the leased property for a shorter term than that of the lessee, who retains reversion in the lease.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the City) to engage in Commercial Aeronautical Activities at the Airport.

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Through-the-Fence – When an airport sponsor grants an entity ground access by an aircraft across the airport's property boundary to the airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the airport.

Tiedown – An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any Aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

Transportation Network Companies (or TNCs) – Entity that, for compensation, enables a passenger to prearrange with a driver, exclusively through the entity's digital network, a digitally prearranged ride.

Transportation Security Administration (or TSA) – The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure travel.

Turbojet Aircraft (or Turbofan Aircraft) – An Aircraft utilizing one or more gas-turbine engines and develops thrust from the exhaust of gases.

Turboprop Aircraft (or Turboshift Aircraft) – An Aircraft utilizing a gas-turbine engine to drive a set of reduction gears, which, in turn, drives a propeller or rotor blades for propulsion.

Ultralight Vehicle – Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Vehicle – A device that can be used to transport or draw persons or property on a highway.

9.2. Acronyms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ACM	Airport Certification Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
ARFF	Aircraft Rescue and Fire Fighting
ASP	Airport Security Program
ATC	Air Traffic Control
CFR	Code of Federal Regulations
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NOTAM	Notice To Airmen
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SIDA	Security Identification Display Area
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TNC	Transportation Network Company
TSA	Transportation Security Administration



City of Amarillo
10801 Airport Blvd.
Amarillo, Texas 79111
(806) 335-1671

Comment Compilation and Response

City of Amarillo

*Rick Husband Amarillo International Airport
(AMA)*

March 30, 2018



COMMENT COMPILATION AND RESPONSE

The City of Amarillo (City) believes that the development and implementation of Rules and Regulations is: (1) consistent with best management (and customer service) practices and (2) necessary to ensure the successful planning, development, operation, and management of activities at Rick Husband Amarillo International Airport (Airport).

By way of background, when an airport sponsor (in this case, City of Amarillo) obtains a grant for airport improvements under the Airport Improvement Program, the airport sponsor is required to give certain assurances to the Federal Aviation Administration (FAA) known as the Airport Sponsor Assurances. Airport Sponsor Assurance #22, *Economic Nondiscrimination*, states "The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport."

Order 5190.6B Airport Compliance Manual further states that "Grant Assurance [Airport Sponsor Assurance] 19, *Operations and Maintenance*, requires the sponsor to protect the public using the airport by adopting and enforcing rules, regulations, and ordinances as necessary to ensure safe and efficient flight operations."

Within this context, it is the desire of the City to: (1) ensure that the level and quality of products, services, and facilities desired by aviation consumers are consistently provided at the Airports in a safe, secure, efficient, prompt, and professional manner, (2) ensure the safe, orderly, and efficient operation and use of the Airports, (3) protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Airports.

Beyond being consistent with FAA policies and directives, the City believes that these objectives are consistent with best management (and customer service) practices. It is not the desire or the intent of the City to create an undue burden on existing or future operators, tenants, consumers, or users of the Airport.

As such, the City and Aviation Management Consulting Group (AMCG) have prepared draft Rules and Regulations that are: (1) relevant to the current (and/or anticipated) activities at the Airport, (2) reasonable and appropriate for the Airport and the market, and (3) protects the public health, safety, interest, and general welfare of all users of the Airport.

The draft Rules and Regulations were made available for public review and comment beginning February 1, 2018. The following is a compilation of comments received regarding the draft Rules and Regulations with the City's response to each comment received as of February 22, 2018.



COMMENT COMPILATION AND RESPONSE

In some cases, the comments received have been (i.e., the essence of the comment has been captured), comments have been paraphrased, and/or typographical errors corrected. Each of the comments submitted have been addressed in this document and/or in the revised draft Rules and Regulations. Each comment is represented by a "C" and the response to the comment is represented by an "R". The numbering is utilized only as a method to identify and organize comments.

Also, if a respondent has requested to delete language from the draft documents, that language has been identified using ~~strikethrough~~ and when a respondent has requested to add language, that language has been identified using **red** highlight. Any language identified in *italics* is taken verbatim from the draft documents.

The City wishes to thank each entity that took the time to review the draft Rules and Regulations and to those stakeholders and interested parties for providing comments on this important document.

COMMENT COMPILATION AND RESPONSE

02/06/18	Marcus W. Norris
C1	Near the beginning of the document, you acknowledge the authority of Amarillo FD and Airport Police. To avoid confusion, suggest you add a similar acknowledgement of APD, which does no more than to recognize their citywide legal authority, just as with AFD.
R1	Section 1.19 <i>Enforcement</i> has been revised as follows: <i>"The Amarillo Airport Police Department and Amarillo Police Department (Police Department) isare authorized to enforce all Legal Requirements (within jurisdiction)."</i>
C2	Your weapons prohibition rule is overly broad and exceeds your legal authority in nonsecure areas. Highly recommend that you consult with the city attorney regarding the current State law and the corresponding limitations upon a municipality as to the very narrow circumstances in which it may regulate the carrying of guns on any city property by the public with a license. I believe you will find that you cannot prohibit them from carrying on the land side of public airport terminal, parking lot/garage, or streets. Certainly, you may prohibit firearm & ammo carrying in secure areas. (Of course, maybe there is a new legal ruling, of which I am unaware, that broadens your authority. This is intended to be only a comment suggesting you to double check this policy statement on firearms.)
R2	Section 2.12 <i>Weapons and Explosives</i> has been revised as follows: <i>"No person shall carry a weapon inside the Passenger Terminal Building except in accordance with State of Texas Alcoholic Beverage Code Title 3 Chapter 11 for the sole purpose of checking an unloaded, encased weapon for shipment purposes as baggage for lawful transport on an Aircraft on Airport property except as consistent with all applicable state and federal laws."</i>
02/21/18	Anthony Dutton (Consolidated Nuclear Security, LLC.)
C3	In response to the open forum for public comments, Section 2.18 of the draft rules and regulations requires changes for Department of Energy hazardous material operations. At a minimum, the following paragraph should read: <i>"Hazardous Materials handled by the Department of Energy shall be loaded or unloaded on the alert apron aprons at Pad 5 Pads 4 or 5 or as otherwise approved by the Director of Aviation."</i>
R3	Section 2.18 Hazardous Materials has been revised as follows: <i>"Hazardous Materials handled by the Department of Energy shall be loaded or unloaded on the alert aprons at Pad 4 or Pad 5 or as otherwise approved by the Director of Aviation."</i>
02/22/18	Public Meeting Comments
C4	Is there a digital copy for us to review?
R4	The draft Rules and Regulations were made available for public review and comment beginning February 1, 2018 and a public meeting was held February 22, 2018. Upon adoption, a digital copy of the Rules and Regulations will be available for reference.
C5	What sections apply to rental car companies?
R5	Section 1. <i>General Provisions</i> , Section 2. <i>General Rules and Regulations</i> , Section 5. <i>Vehicle Rules and Regulations</i> , and Section 6. <i>Commercial Vehicle Rules and Regulations</i> are the most applicable sections to rental car companies.
C6	Pertaining to the Rules and Regulations, will access to the airport change (ID requirements)?
R6	Security access to the Airport will not change based on the Rules and Regulations. The draft Rules and Regulations have been written to be consistent with the Airport Security Plan (where applicable). Additionally, Section 2.1 <i>Access To, Entry Upon, or Use of the Airport</i> has been revised as follows: <i>"Access to or entry upon the Airport shall be made only at locations designated by the Director of Aviation. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person to whom they provide or facilitate access to or use of the Airport, whether directly or indirectly, express or implied. All actions shall be in full and complete compliance with these Rules and Regulations, and applicable PMCDs, and the Airport Security Program."</i>

COMMENT COMPILATION AND RESPONSE

C7	How do documents like the master plan, leases, and MS work with the rules and regulations? What happens if there is conflicts?
R7	Section 1.10 <i>Conflicting Legal Requirements and Agreements</i> states: "If any provision of the PMCDs is found to be in conflict with any other City policy, standard, rule, regulation, or directive, any provision of any applicable Legal Requirement, or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail."
C8	What is the next step from here?
R8	Following the public meeting (on February 22, 2018), Airport management and staff will review and draft a specific response to each comment provided. Upon completion of the Comment Compilation and Response and provision to interested parties, the draft Rules and Regulations will be updated accordingly. The draft Rules and Regulations will undergo one final internal review process prior to adoption by City Council.
C9	Who do all these rules apply to and what are some examples?
R9	As stated in Section 1.1 <i>Purpose</i> , "The purpose of these Rules and Regulations is to protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Rick Husband Amarillo International Airport (Airport), and to restrict or prevent any activity or action which would interfere with the safe, orderly, and efficient use of the Airport." As such, the Rules and Regulations are applicable to all users (e.g., commercial businesses, lessees, tenants, licensees, vehicle operators, passengers, visitors, etc.) to the Airport. It is significant to note sections of the Rules and Regulations have been tailored for specific types of users.
Additional Modifications	
Section 2.5 <i>Commercial Activities</i> has been revised as follows: "Any entity, excluding the news media , desiring to engage in Commercial photography or filming at the Airport shall obtain a written permission from the City prior to engaging in such activity."	

Section 2.19 *Environmental (Hazardous Materials) Clean Up* has been revised as follows:

In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with Legal Requirements pertaining to the deicing of Aircraft and/or Paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan, SWPPP or instructed by the City.

~~Minor Hazardous Materials Overflow or Spills~~ — ~~overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:~~

- ~~1. Stop the source of the spill immediately.~~
- ~~2. Contain the spill with appropriate absorbent material(s).~~
- ~~3. Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).~~
- ~~4. Contact the Director of Aviation.~~

~~Major Hazardous Materials Overflow or Spills~~ — ~~overflows or spills in excess of five gallons but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all of the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:~~

- ~~1. Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).~~
- ~~2. Assess the damage to land and/or ground water in conjunction with the City.~~
- ~~3. Provide a written summary of the spill to the Director of Aviation within five business days of the spill.~~

~~Serious Hazardous Materials Overflow or Spills~~ — ~~overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all of the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:~~

- ~~1. Provide a detailed written summary of the spill to the Director of Aviation within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.~~

~~Entities with Fueling capability or responsibility for maintenance of Fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).~~

General Measures – Isolate Hazardous Materials overflows or spills from stormwater outfalls and inlets and from run-off during rain events. Isolate water used for cleaning and decontamination from outfalls and inlets.

Minor Spills – typically involve small quantities of oil, Fuel, paint, deicer, etc. The responsible party shall:

- Contain the spill.
- Recover spilled materials.
- Clean the contaminated areas and dispose of absorbent materials properly.

Moderate Spills – may require help from additional personnel and the cessation of all other activities in the area. The responsible party shall:

- Contain and clean up promptly.
- Notify the Director of Aviation immediately.

• If occurring on Paved surfaces, clean up using “dry” methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely. • If occurring in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil. • If occurring during rain, cover spill with tarps or other material to prevent contaminating run-off. • Provide a written summary to be included in the SWPPP. Significant Spills – typically cannot be controlled by personnel in the immediate vicinity. The responsible party shall: • Contain immediately. • Notify the Director of Aviation. • If exceeding the volume for a reportable quantity spill for the contaminant then proceed with proper notifications of all Agencies. • Provide a written summary to be included in the SWPPP. Reportable Quantity Spills – typically cannot be controlled by personnel in the immediate vicinity and exceed the quantity outlined in 40 CFR Part 302.4 and 30 TAC 327.4 for containment. The responsible party shall: • Contain immediately. • Notify the Director of Aviation. • Proceed with proper notifications to all Agencies. • Provide a written summary to be included in the SWPPP.
Section 6.1 Legal Requirements has been revised as follows: “All Commercial ground transportation companies and car rental companies shall comply with these Rules and Regulations, Texas Occupations Code Chapter 2402, Amarillo Municipal City Code Title XVI – Transportation Chapter 16-2-2969 Transportation Network Companies (Ordinance 7712), Amarillo Municipal Code Title XVI Chapter 16-4 Vehicle for Hire, and other applicable Legal Requirements.
Section 6.2 Commercial Vehicle and Operator Licensing has been revised as follows: “All Commercial ground transportation companies Vehicle Operators (e.g., taxi, Limousines, charter party carrier/passenger stage carrier, Transportation Network Companies, and Courtesy Vehicle operators) providing Commercial ground transportation services must follow Amarillo Municipal Code Title XVI – Section 16-2-69 Transportation Network Companies (Ordinance 7712), Amarillo Municipal Code, Title XVI, Chapter 16-4 Vehicle for Hire, and other applicable Legal Requirements.” To conduct commercial activities at the Airport, each vehicle operator shall apply for a Commercial Ground Transportation Permit through Airport Administration. This application may be downloaded from the Airport's website at fly-ama.com, Airport Info, Airport Publications or requested as a paper copy through the Department of Aviation, Airport Administration offices.
Section 6.4 Insurance has been revised as follows: Commercial ground transportation companies Vehicle Operator shall procure, maintain, and pay all insurance premiums throughout the term of the Commercial Ground Transportation Vehicle Permit for the insurance coverages and amounts required by Legal Requirements and set forth by the City.
Section 6.5 Parking or Stopping has been revised as follows: “Except as otherwise permitted in this Section, no Commercial Vehicle shall be parked on the first and second level drives adjacent to the Passenger Terminal Building without prior written approval from the Director of Aviation. Commercial Vehicles shall be attended at all times while parked on the first and second level drives adjacent to the Passenger Terminal Building only in the marked passenger loading and unloading zone, and only for the period of time marked by appropriate signs. Transportation Network Companies are not authorized to use the commercial lane. As determined by the Airport, Transportation Network Companies shall utilize the appropriately designated area for vehicle staging.”



COMMENT COMPILATION AND RESPONSE

Section 6.10 Fees has been revised as follows:

"Nothing in these Rules and Regulations shall be construed as granting any Commercial ~~ground transportation companies~~ ~~Vehicle Operator~~ the right to operate at the Airport without first obtaining written authorization from the City and without paying the fees which may be established and assessed by the City. Fees shall be established by City Council, in accordance with Amarillo Municipal Code Title XVI – Section 16-2-69 Transportation Network Companies (Ordinance 7712) and Amarillo Municipal Code Title XVI Chapter 16-4 Vehicles for Hire. At the discretion of the Airport, approved fees shall be assessed and collected through direct contracts and agreements or through an approved third-party vendor designated commercial vehicle management system."

Section 8.1 has been revised as follows:

Fueling Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume ~~45~~ 10 minutes following any reporting or observed lighting within 5 miles of the Airport.



PRESS RELEASE
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FOR IMMEDIATE RELEASE

February 1, 2018

Airport Taking Comments on Airport Rules and Regulations

Amarillo, Texas – From **Thursday, Feb. 1 to Thursday, Feb. 22**, Rick Husband Amarillo International Airport along with Aviation Management Consulting Group (AMCG) will take comments on the proposed Airport Rules and Regulations. By definition, this document sets forth the rules and regulations for the safe, orderly, and efficient operation and use of an airport. The purpose of this document is to protect the public health, safety, interest, and welfare on an airport (and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of an airport). During this time, the Airport and AMCG invite tenants and patrons to review and provide comments pertaining to the draft document.

The draft document is available online at fly-ama.com and in person in the administrative office of the Airport, 10801 Airport Blvd., Air Terminal Building. Interested parties may submit their comments to Airport management and AMCG for review by emailing airportinfo@amarillo.gov.

Additionally, a meeting has been scheduled for **Thursday, Feb. 22** from 5:30 to 7 p.m. in the Kritser Conference Room, 10801 Airport Blvd., Air Terminal Building. Airport staff will be on hand to discuss any questions or comments about the proposed rules and regulations.

Participants of the meeting are encouraged to park in the Preferred Parking Lot. At the conclusion of the meeting, Airport staff will validate parking. For more information regarding the upcoming meeting, please call (806) 335-1671.

###



Mission and Responsibility Statements

City Mission: Create the best environment possible for every Amarillo resident to find and achieve their potential for greatness.

City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.

City Council Responsibilities:

1. Cast vision for the City
2. Set policy for the City
3. Allocate the resources of the City
4. Evaluate the performance of the City
5. Hire, terminate and ~~supervise~~ monitor the City Manager and the Municipal Court Judge
6. Operate as a team of governing officials
7. Create partnerships with all local government units in the City
8. Listen to citizens about City affairs
9. Inform citizens of City affairs
10. Establish an atmosphere conducive to a transparent and fair exchange of ideas, needs and policies

Mayor Responsibilities:

1. Act as official head of the City for all ceremonial and some legal purposes.
 - a. Select a substitute for City representation if Mayor cannot attend.
 - b. Make judgment calls on proclamations.
 - c. Sign documents, contracts and bonds on behalf of the City.
 - d. Receive, review and respond to correspondence addressed to the Mayor.
 - e. Request state or federal assistance in the event of a disaster or emergency.
2. Act as leader for the City Council.
 - a. Preside over City Council meetings, including preserving order and decorum, encouraging all Council members to participate in discussion, and keeping discussion on the agenda item being considered.
 - b. Serve as spokesperson for City Council on all matters of Council policy.
 - c. Along with the City Manager and City Secretary, set the agenda for City Council meetings.
 - d. Along with the City Manager, train and orient all new Council members after an election.
 - e. Lead the Council into an effective, cohesive working team.
 - f. Call for special City Council meetings.
 - g. Recommend subcommittees for Council approval.
 - h. Lead Council in an annual review of City Council policy.
 - i. Lead Council in an annual performance review of the City Manager, including determining policy directives for the coming year.
3. Perform any other duties required by other laws, ordinance or the City Charter.

Mayor Pro Tem Responsibilities:

1. Perform the duties of the Mayor if the Mayor is absent or disabled.
2. Perform any other duties assigned by the Mayor.

City Council Member Responsibilities (including the Mayor and Mayor Pro Tem):

1. Serve as a model of leadership and civility in our City.
 - a. Always demonstrate respect, kindness, consideration and courtesy to others.
 - b. Demonstrate prudent and ethical behavior in every action and statement.
 - c. Inspire public confidence in our City government.
2. Regularly attend City Council meetings.
 - a. Prepare in advance of City Council meetings and be familiar with agenda items and public issues.
 - b. Fully engage in listening and discussion at City Council meetings.
3. Represent the City at ceremonial functions at the request of the Mayor.
4. Participate in scheduled City Council or City activities to increase team effectiveness.
 - a. Serve on subcommittees, boards and commissions as a liaison and keep the City Council informed of such subcommittee, board or commission activities.
5. Provide information to the City Secretary as needed.
 - a. Keep current contact information that will be used in case an emergency situation rises.
 - b. Furnish financial and any other information that may be required on occasion.

City Manager Responsibilities

The City Manager will:

1. Demonstrate prudent and ethical behavior in every action and statement.
2. Be respectful, kind, considerate and courteous to all people at all times.
3. Efficiently administer all City departments and all City staff (except the Municipal Court Judge.)
4. Provide balanced and professional advice to the City Council on all City affairs.
5. Anticipate and communicate information needed by the City Council to govern, including providing regular updates on the City Council policy directives.
6. Respond timely to every member of the City Council, City employees and citizens.
7. Enforce all City laws and ordinances.
8. Attend all City Council meetings with a right to participate in discussion but not vote.
9. Perform any other duties required by other laws, ordinance or the City Charter.

City Council Member Code of Conduct

Amarillo City Council members will:

1. Be respectful, kind, considerate and courteous to all people at all times.
2. Conduct an independent and impartial review of all matters addressed by City Council.
 - a. In the need of an investigation under Article V Section 19 of the City Charter, a member shall first contact the Mayor to present valid information on the need for an investigation and request the item be placed on the City Council agenda for discussion and vote before proceeding with an investigation.
3. Support all decisions of the City Council although an individual member may be on the minority side of the outcome.
 - a. Work toward consensus on every issue.
 - b. Support and accurately represent the policies of the City when acting in their official capacity.
 - c. Present their individual opinion on an issue outside of City meetings if they explicitly state they do not represent the City Council or the City.
4. Adhere to the council-manager structure of government set out in the City Charter.
 - a. Not interfere with the administrative functions of the City or the City staff.
 - i. Not make requests of the City Manager or City staff that will require a major change in City policy, a substantial investment of time or City resources, or special handling of matter which might result in special favors or the appearance of partiality.
 - ii. Not contact or visit City staff or departments without the advance knowledge of the City Manager or the appropriate Deputy or Assistant City Manager.
 - b. Not impair the ability of City staff to implement City Council policy decisions.
 - c. Refrain from using their position to influence the outcomes or deliberations of board and commission proceedings.
 - d. Direct information requests through the City Manager or the appropriate Deputy or Assistant City Manager and make such requests during normal business hours.
5. Refrain from making public comments, suggestions or demands concerning any City staff, operations or policy without first discussing the matter with the City Manager.
 - a. Check with City staff before sending correspondence to see if an official City response is in progress.
 - b. Never promise action or a result by the City Council or City staff on a specific issue.
 - c. Consult with the Office of Public Communications and Community Engagement before communicating with the media about any City issue or policy.
6. Improve his or her governance ability by attending training annually.

City Council Member Code of Ethics

Amarillo City Council members will:

1. Demonstrate honesty and integrity in every action and statement.
2. Work for the common good of the City and not for any private, personal or political interest.
3. Comply with the letter and spirit of the laws of the nation, the State of Texas and the City including all City policies.
4. Assure fair and equal treatment of all persons and transactions coming in contact with the City.
 - a. Members will not appear on behalf of others before the City Council or any board, commission or proceeding of the City or voluntarily participate on behalf of others in any litigation in which the City is or might be an adverse party.
5. Be independent, impartial and fair in their judgment and actions.
6. Have no conflicts of interest. No member or a relative of a member will:
 - a. Have any financial interest in any transaction with the City.
 - b. Participate in a vote on any matter in which they have a substantial interest.
 - c. Accept any gift that would reasonably influence the member in their official duties. The prohibition of gifts shall not apply to:
 - i. A lawful campaign contribution;
 - ii. An honorarium in consideration for services unless the member or relative would not have been asked to provide the services but for the member's position;
 - iii. Meals, lodging, transportation in connection with services rendered by the member or relative at a conference, seminar or similar event (if services are more than merely perfunctory);
 - iv. Complimentary copies of trade publications and other related materials;
 - v. Attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
 - vi. An occasional item with a value less than fifty dollars (\$50.00);
 - vii. Tee shirts, caps and other similar promotional material;
 - viii. Gifts that would have been made independent of the member's status such as on account of kinship, personal, professional or business relationship;
 - ix. Complimentary attendance at political or charitable fund raising events.
7. Respect the confidential information of the City. They will not disclose information without authorization nor use information to advance their private, personal or political interests. They will maintain information discussed in executive session confidential.
8. Not use public resources (City staff, equipment, supplies or facilities) not available to the public in general for private, personal or political purposes.

Definitions

1. **Confidential** information means any information to which an official has access in such person's official capacity, which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act or other law regardless of whether disclosure violates the Texas Open Meetings Act or Texas Public

Information Act; (ii) any information protected by attorney client, attorney work product, or other applicable legal privilege; and (iii) any information deemed confidential by law.

2. **Gift** means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions, which are regulated by federal, state and/or local laws or ordinances.

3. **Relative** means any person related to an officer within the second degree by Consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law, grandparents, grandchildren, sisters and brothers of the officer.

4. **Substantial** interest means (i) the ownership of ten (10) percent or more of the voting stock or share of a business entity; (ii) the ownership of ten (10) percent or more, or fifteen thousand dollars (\$15,000.00) or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten (10) percent of the person's gross income for the previous year, and action on the matter involving the business entity will have a special economic effect on the business entity that is distinguishable from the effect on the public. It is expressly provided herein that an investment or ownership in a publicly held company, in an amount less than fifteen thousand dollars (\$15,000.00) does not constitute a substantial interest. Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of two thousand five hundred dollars (\$2,500.00) or more; and it is reasonably foreseeable that an action on a matter involving the real property will have a special economic effect on the value of the real property distinguishable from its effect on the public. (Ownership includes any partnership, joint or corporate ownership or any equitable or beneficial interest as a beneficiary of a trust.) A Member is considered to have a substantial interest under this Ethics Policy if a person related to the Member in the second degree of consanguinity or affinity has a substantial interest under this Code of Ethics and Conduct.

E



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 8, 2018	Council Priority	N/A
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Department	Information Technology – Rich Gagnon
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Agenda Caption

Award – Dell EMC:
Isilon Storage Array and Virtustream Cloud Service -- \$125,170.00

Agenda Item Summary

Purchase Dell's EMC Isilon storage array to expand data storage capacity for the Police Department.

Requested Action

Approval of award to DELL EMC in the amount of \$125,170.00

Funding Summary

Funding is available in CIP #411318.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 6102 IT STORAGE FOR APD
Opened 4:00 p.m. April 30, 2018

To be awarded as one lot		WEAVER TECHNOLOGIES LLC
Line 1 Expansion kits, server and workstations, per specifications		
1 ea		
Unit Price	\$109,236.410	
Extended Price		109,236.41
Line 2 Cloud computing services virtustream storage cloud, per specifications		
1 ea		
Unit Price	\$15,933.590	
Extended Price		15,933.59
Bid Total		125,170.00
Award by Vendor		125,170.00

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 1 2018	Council Priority	
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Department	Police
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Agenda Caption

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP – Click it or Ticket
Grantor: Texas Department of Transportation

Grant Amount: \$10,920.00
Match Amount: 0
Total Awarded: \$10,920.00

This item accepts the Fiscal Year 2018 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Agenda Item Summary

This grant provides the Amarillo Police Department grant dollars to fund overtime associated with patrol and enforce of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Requested Action

Council consideration and approval of the grant agreement.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to approve the grant agreement.

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Amarillo

Project Title: STEP - Click It Or Ticket Mobilization

Authorizing Authority The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.	
Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.		
	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	WES HILL	Sergeant
2.	Mr. Matthew Poston	GRANTS MANAGER
3.	Ms. Valerie Kuhwert	Subgrantee Administrator



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 8, 2018	Council Priority	N/A
Department	Planning		
Contact	AJ Fawver, Planning and Zoning Director; Sherry Bailey, Senior Planner		

Agenda Caption
PRESENTATION AND CONSIDERATION OF ORDINANCE NO. _____.

Agenda Item Summary
This is a first reading to consider providing a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33(a)(1) of the Texas Alcoholic Beverage Code) for off-premise sale at the following location 5805 S. Georgia St. in Section 183, Block 2, AB&M Survey, Randall County, Texas.

Requested Action
The lessee for the proposed Toot’ N Totum has applied to the TABC for an off-premise sales permit at 5805 S. Georgia St. The straight line distance between the property lines of 5805 S. Georgia St. and Amarillo Vista Academy- Responsive Education Solutions is less than 300 feet, which was established by the Amarillo City Council for minimum distance for alcohol sales from a school (This was measured following State Law instructions for how to measure this distance when associated with a school). Amarillo Vista Academy located diagonally across the street south from the proposed Toot’ N Totum location at a distance of approximately 130 feet. The variance requested is for 170 ft. or a 56% deviation from the minimum standard.

City staff has reviewed the request with Toot’N Totum and drafted the ordinance for City Council consideration. There are several exceptions to the 300-foot rule, for example: variances, renewals, and sales/transfers. In this instance, renewals and sales/transfers would not apply, leaving a variance as the only option for the applicant. City Council may allow a variance if they find that enforcement of the regulation:

- is not in the best interest of the public,
- constitutes waste or inefficient use of land or other resources,
- creates an undue hardship on an applicant for a license or permit,
- does not serve its intended purpose,
- is not effective or necessary, OR
- is, for any reason, after consideration of the health, safety, and welfare of the public and the equities of the situation, not in the best interest of the community.

There are currently two establishments that are within the 300 foot distance of Amarillo Vista Academy that permit alcohol sales: Pac N Sac at SW 58th Ave. and Walmart Neighborhood Grocery Store which is located immediately to the north of the school property.

Per Section 109.33(c) of the TABC code, “every applicant for an original alcoholic beverage license or

Amarillo City Council

Agenda Transmittal Memo



permit for a location with a door which the public may enter the place of business of the applicant that is within 1,000 feet of the nearest property line of a public or private school, measured along street lines and directly across intersection, must give written notice of the application to officials of the public or private school before filing the application with the commission. The applicant has provided a copy of their notification letter.

The applicant submitted the request for variance stating that “denying a variance would result in this area having less services, less tax revenue and less competition”. The applicant also noted that the “Walmart Neighborhood Store is immediately adjacent to the school and they sell alcohol” Knowing that the Walmart was right next door the “applicant felt comfortable in purchasing the land with the intent to sell some alcohol products in their convenience store”. They have included a floor plan showing that their total space allocated to alcohol display and sales is 573 square feet. Their actual convenience store site is located on the northern portion of their property with a car wash on the southern portion of the property.

Considering the above analysis, staff is under the belief that granting a variance from this distance would be in the best public interest of the area.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City staff recommends approval of a variance to the distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a school based on the above analysis.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS,
GRANTING A VARIANCE TO DISTANCE
REGULATIONS PROHIBITING THE SALE OF
ALCOHOLIC BEVERAGES WITHIN THREE HUNDRED
(300) FEET OF A PRIVATE SCHOOL IN ACCORDANCE
WITH THE TEXAS ALCOHOLIC BEVERAGE CODE,
SECTION 109.33(e) AND AMARILLO MUNICIPAL CODE,
SECTION 14-3-5; PROVIDING FOR SEVERABILITY;
PROVIDING FOR REPEALER AND CONTINUATION;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the applicant, Jamal Enterprises, LP, in behalf of Toot 'N Totem, is requesting a variance from the Amarillo Municipal Code, Section 14-3-5, in order to allow the sale of alcohol within three hundred (300) feet of a private school. The subject property zone is "General Retail," which allows "Food and Beverage Sale Store" as a permitted land use and is located at 5805 S. Georgia St., Amarillo, Texas; and

WHEREAS, the Texas Alcohol Beverage Code, Section 109.33(a), enables cities to enact regulations prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a private school; and

WHEREAS, the City of Amarillo, Texas, has enacted Section 14-3-5 of the Amarillo Municipal Code prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a private school; and

WHEREAS, the Texas Alcoholic Beverage Code, Section 109.33(e), allows the governing body of a municipality to allow variances to the distance regulations in appropriate situations:

"...if the governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community"; and

WHEREAS, the owner submitted to the Texas Alcoholic Beverage Commission an application for an alcoholic beverage off-premise sales permit along with corresponding documentation; and

WHEREAS, after a public hearing as required by law, the Amarillo City Council deems it to be in the public's best interest to grant a variance to the applicant for the property located at 5805 S. Georgia in the City of Amarillo, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. Jamal Enterprises, LP, Applicant for Toot 'N Totem, is hereby granted a

variance to the Amarillo Municipal Code at Section 14-3-5 and Texas Alcoholic Beverage Code at Section 109.33(e) in regard to the sale of alcoholic beverages, and therefore, is allowed to sell alcoholic beverages within three hundred (300) feet of a private school that is located within the three hundred (300) feet of the owner's business location at 5805 S. Georgia St., which is legally described as a 2.86 acre tract of land in Section 183, Block 2, AB&M Survey, Randall County, in the City of Amarillo, Texas.

SECTION 3. Such variance is granted on behalf of the applicant, since enforcement would constitute waste or inefficient use of land or other resources, create an undue hardship on the applicant for a license or permit, not serve its intended purpose nor be effective or necessary, and for other reasons considered by the Council after reviewing the public's health, safety, and welfare and equities of the situation presented.

SECTION 4. Severability. If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 5. Repealer. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 6. Continuation. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance repealed by this ordinance.

SECTION 7. Effective Date. This Ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of May, 2018 and **PASSED** on Second and Final Reading on this the ____ day of May, 2018.

Ginger Nelson, Mayor

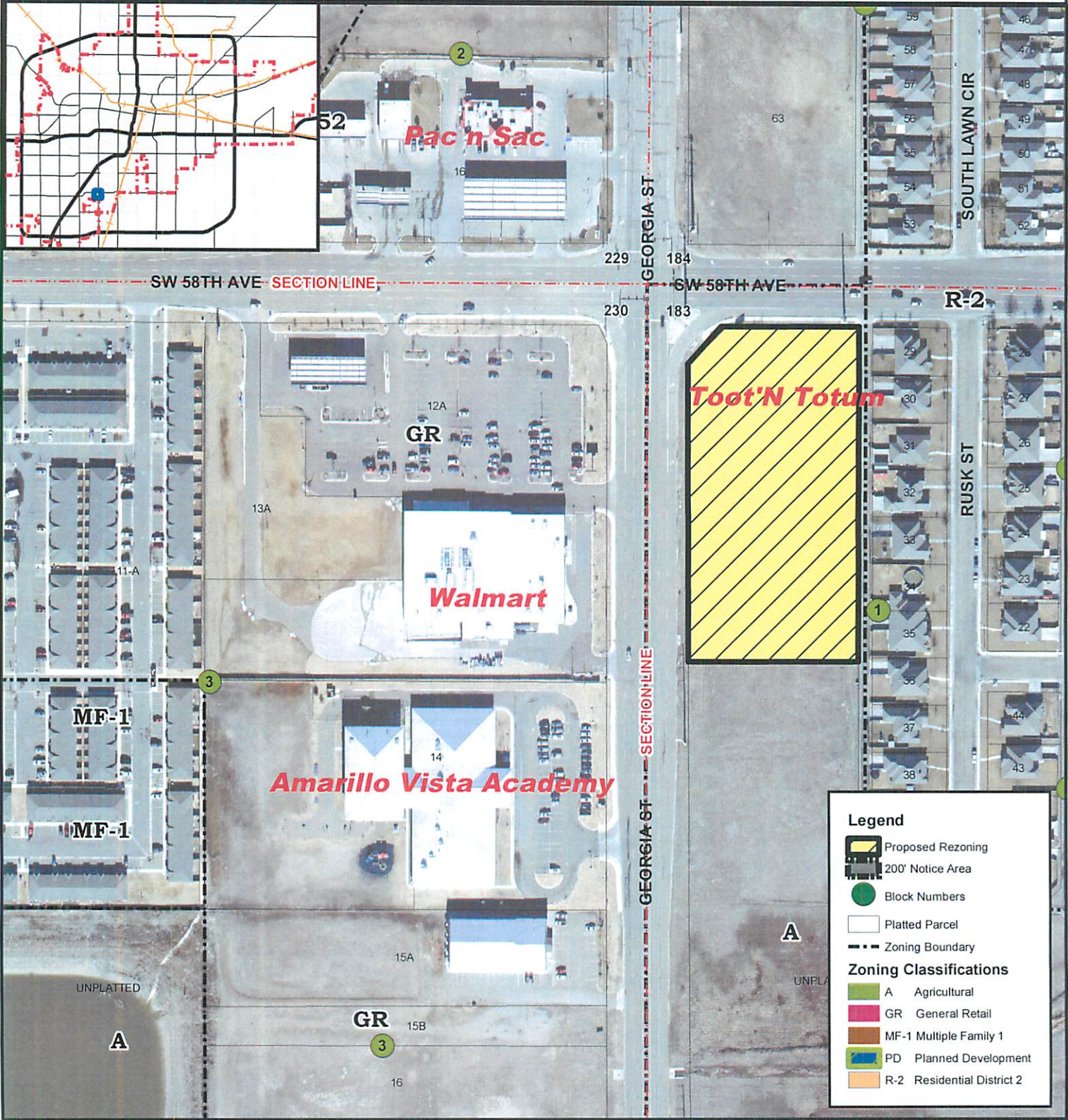
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Acting City Attorney

Alcohol Variance request
Toot'N Totum



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 201 feet
Date: 5/1/2018



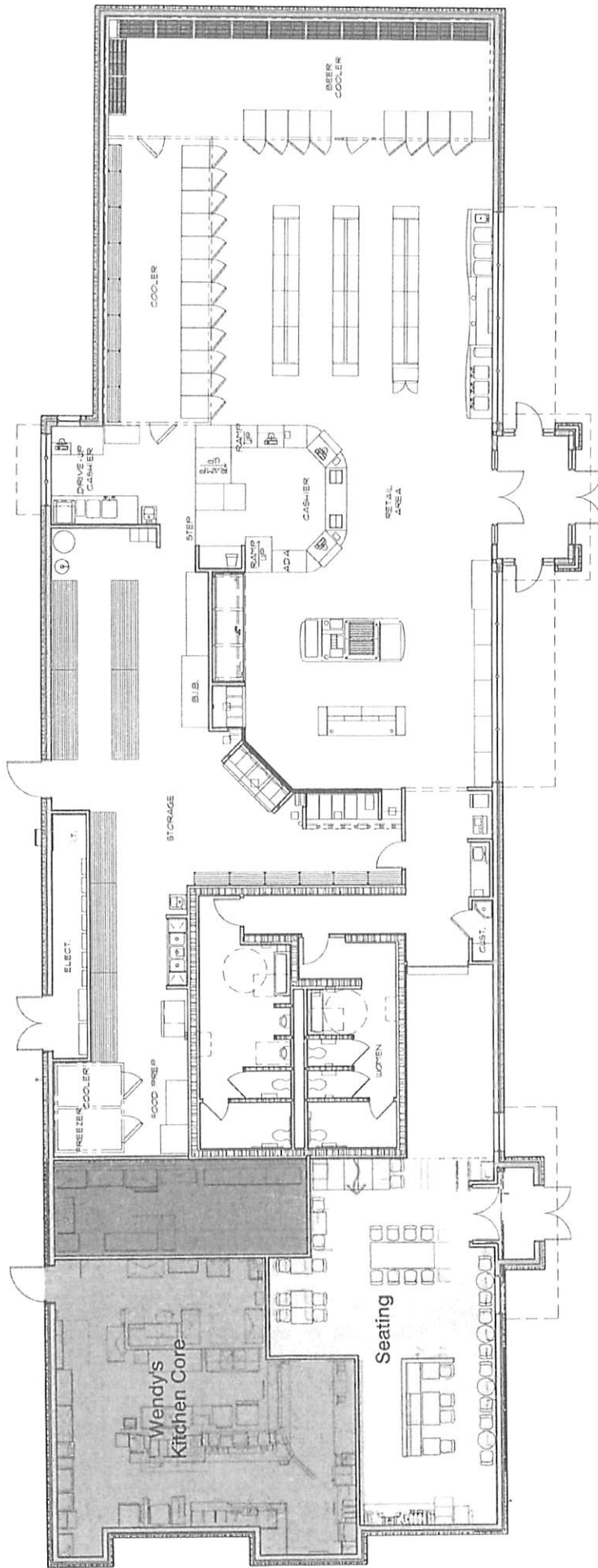
Alcohol Variance request.
5805 S. Georgia St.
Applicant: Jamal Enterprises, LP
Vicinity: SW 58th Ave & S Georgia St

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

5805 SW Georgia St



DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.



Wendy's = 2,389 sf

C-Store = 6,706 sf



INCOMPLETE DOCUMENTS STATEMENT
 Thomas L. Lavin
 Texas Architectural License No. 6559
 Date: 10/25/2008
 This document is incomplete and cannot be used for regulatory approval, permitting, or construction.

Proposed Floor Plan - 58th & Georgia - 9,095 sf

SCALE: 3/32" = 1'-0"

NORTH



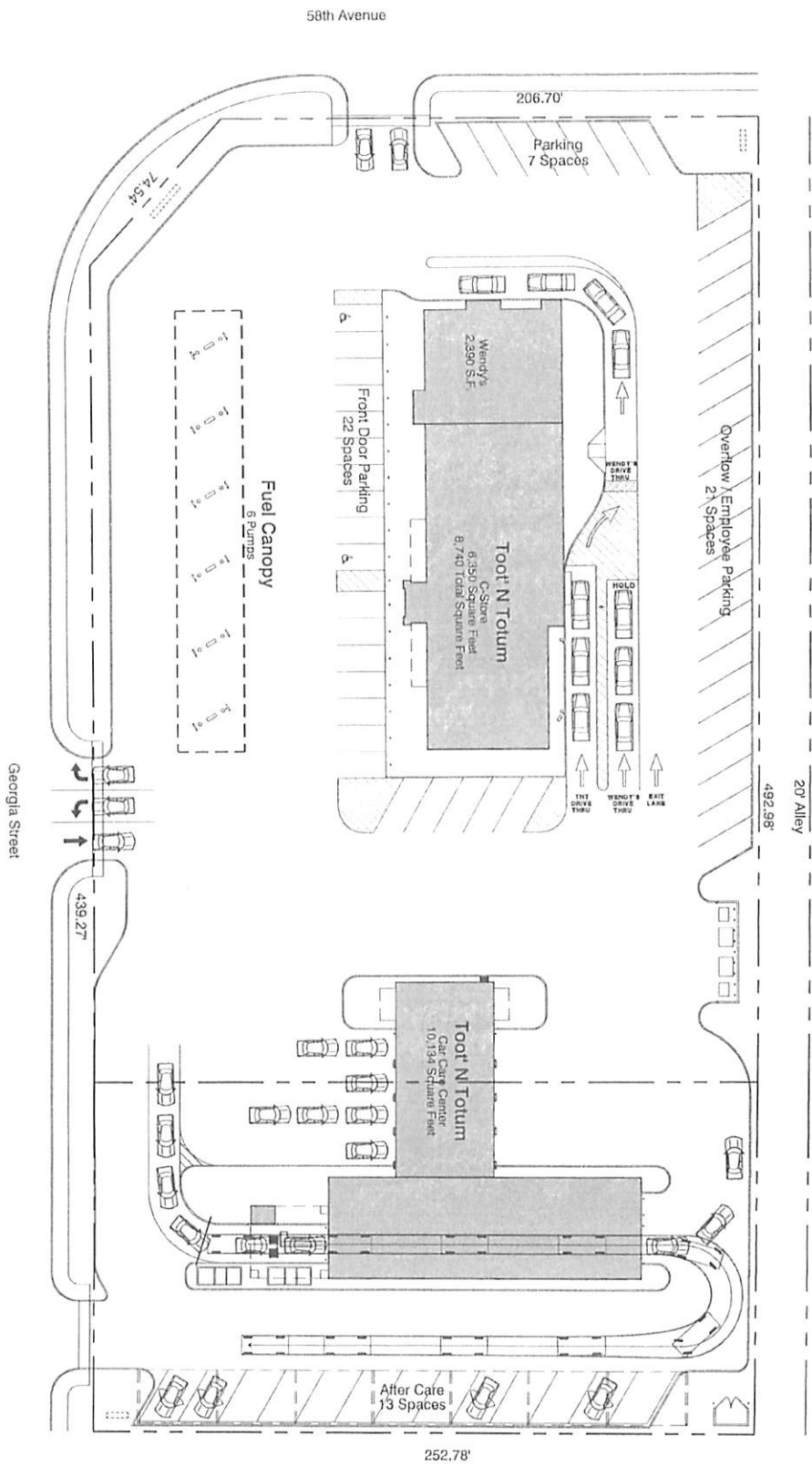


Proposed Site Plan "A1 Revised"

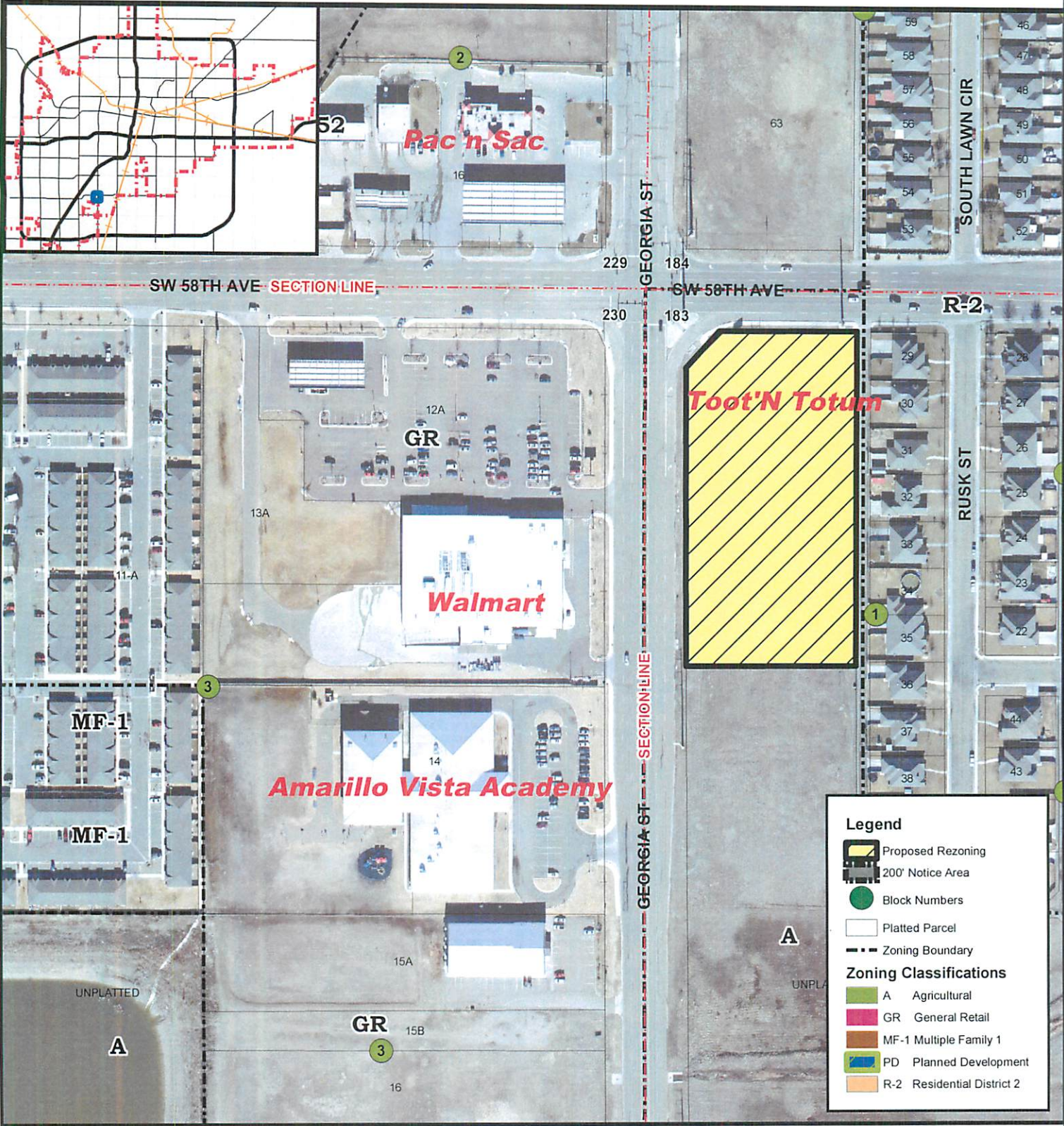
SCALE: 1" = 40'-0"



NOT A SITE DOCUMENT
THOMAS L. LASH
TEXAS ARCHITECT REGISTRATION NO. 6559
DATE: 1/27/2008
This document is provided and cannot be used for regulatory approval, permitting, or construction.



Alcohol Variance request
Toot'N Totum



CITY OF AMARILLO
PLANNING DEPARTMENT

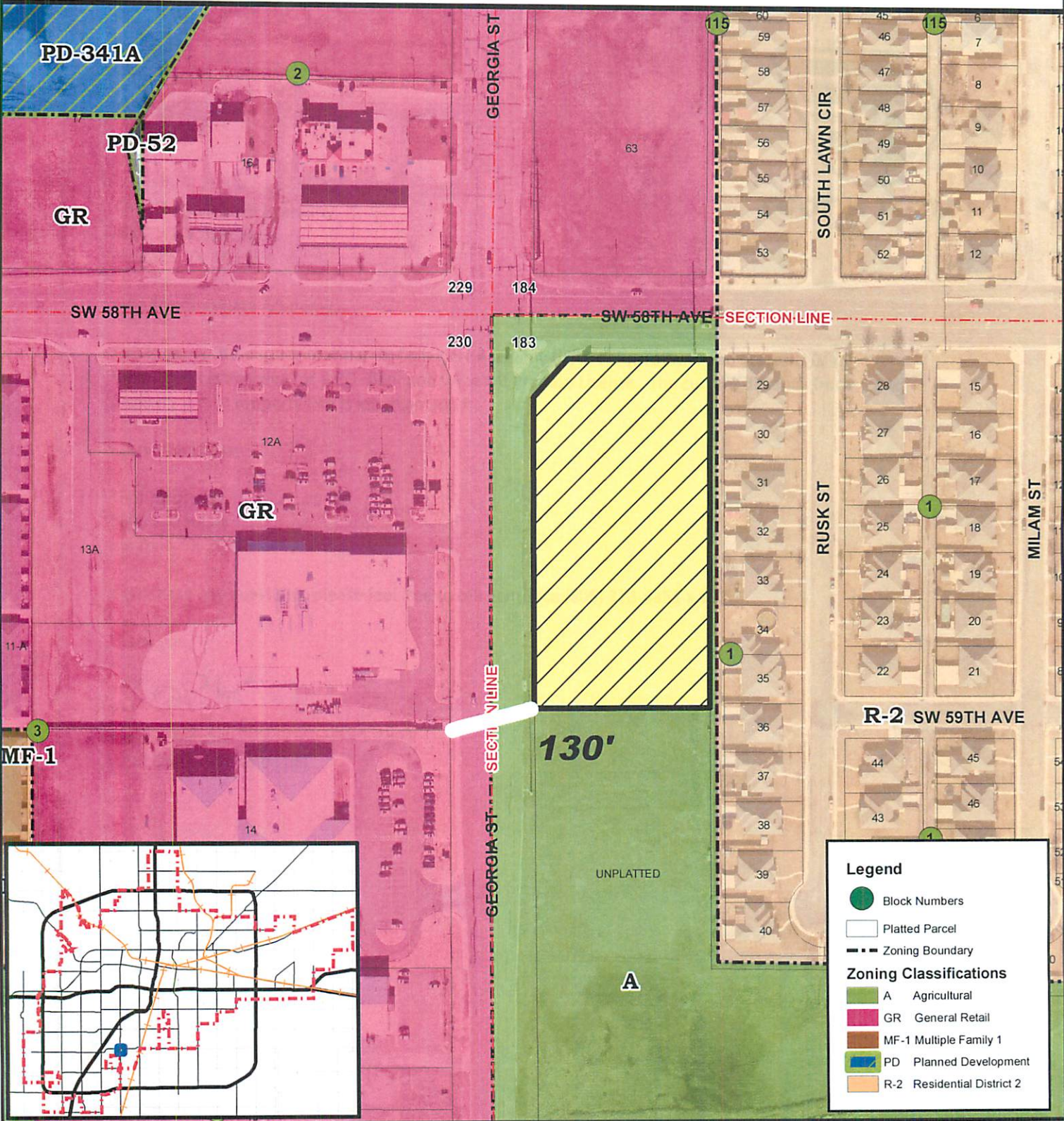
Scale: 1 inch = 201 feet
Date: 5/1/2018



Alcohol Variance request.
5805 S. Georgia St.
Applicant: Jamal Enterprises, LP
Vicinity: SW 58th Ave & S Georgia St

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

Variance Request Alcohol Sale Within 300 Ft.
Amarillo Vista Academy



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 193 feet
Date: 5/1/2018



Request for a 170 ft. Variance from the required
300 ft. between off premises alcohol sales and a
private school -Amarillo Vista Academy.

Applicant: Toot'N Totum - Jamal Enterprises, LP

Vicinity: SW 58th Ave & S Georgia St

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

1-22-18

Amarillo Collegiate Academy
6000 S. Georgia St.
Amarillo, TX 79118

Amarillo Collegiate Academy,

This is our written notice to Amarillo Collegiate Academy that Toot'n Totum Food Stores LLC. Of Amarillo, TX is applying for a BQ- Beer and Wine Off Premise License. The current distance from property line to property line is less than 300 ft.

Current Address:

Toot'n Totum
5805 S. Georgia
Amarillo, TX 79118

If you have any questions, please feel free to call our office (806) 373-4351 x 107.

Thank you,

COPY

Andrew Mitchell
VP of Operations and Fuel



TOOT 'n TOTUM

Amarillo City Council

Agenda Transmittal Memo



4

Meeting Date	May 8, 2018	Council Pillar	Fiscal Responsibility
Department	Finance		
Contact	Laura Storrs		

Agenda Caption

DISCUSSION AND CONSIDERATION OF RESOLUTION

(Contact: Laura Storrs)

Discussion and consideration of a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

Agenda Item Summary

This resolution authorizes the City to designate Bank of America Merrill Lynch, N.A. as depository bank for City funds and to enter into a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

Requested Action

Adopt the Resolution authorizing the contract for depository services with Bank of America Merrill Lynch, N. A.

Funding Summary

Funding for the Bank Depository Contract is included in the City's budget.

Community Engagement Summary

On January 8, 2018 the City issued a Request for Application (RFA) to all financial institutions within the City's service area. The City received three applications. The applications were evaluated on criteria set within the RFA guidelines and the evaluation team selected the best evaluated respondent based on that criteria.

Staff Recommendation

City staff is recommending approval of the Resolution.

RESOLUTION NO. 05-01-18-2_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS DESIGNATING A BANK DEPOSITORY SERVICES CONTRACT PURSUANT TO A REQUEST FOR APPLICATION WITH BANK OF AMERICA MERRILL LYNCH, N.A.; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo received applications in the manner required by state law for depository services on February 8, 2018; and

WHEREAS, the application of Bank of America Merrill Lynch, N.A. is considered advantageous to the City; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Amarillo to designate Bank of America Merrill Lynch, N.A. as depository bank for City funds and to enter into a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020; and the City shall have the option to extend the Contract for three one-year periods after the original contract term.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. The City Council hereby declares that the date of designation of Bank of America Merrill Lynch, N.A. as depository bank for the City's funds is July 1, 2018, with an expiration date of June 30, 2020.

SECTION 2. The City Manager is hereby authorized to execute the Depository Bank Services Contract attached hereto as Exhibit A, and any other documents necessary to effectuate such Contract.

SECTION 3. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 1st day of May, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, Interim City Attorney



LOCATION INCENTIVES AGREEMENT
Between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
TEXAS TECH UNIVERSITY SYSTEM

THIS LOCATION INCENTIVES AGREEMENT ("Agreement") is entered into this the 23rd day of September, 2016 ("Effective Date"), by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION ("Amarillo EDC")**, a Texas non-profit corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and **TEXAS TECH UNIVERSITY SYSTEM ("TTUS")**, a Texas public university system, having its principal place of business in Lubbock, Texas.

WHEREAS, **TTUS**, a system of institutions of higher education, desires to construct and put into operation a new Veterinary School (defined below) in Amarillo, Texas, and has asked **Amarillo EDC** to provide monetary assistance for such purposes;

WHEREAS, **TTUS** represents and warrants to **Amarillo EDC** that the Veterinary School shall, when put in operation, be appropriately accredited and able to issue a Doctor of Veterinary Medicine degree to the students who successfully complete the program and that, upon the successful completion of the Veterinary School's program and passage of the North America Veterinary Licensing Exam (and subject to continuing education and training requirements of the field), such students shall be qualified for employment in, among other areas, the Southwest United States, in jobs falling in, among others, NAICS sectors 112 and 115, and NAICS codes 54194 and 541940;

WHEREAS, **TTUS** represents and warrants to **Amarillo EDC** that the Veterinary School will be substantially aimed at training livestock and other large-animal veterinarians and that a majority of the goods and services of such veterinarians are ultimately exported to regional, statewide, national, or international markets; and

WHEREAS, based on such representations, **Amarillo EDC** desires to provide monetary support for the construction and equipping of the Veterinary School as set out in this Agreement.

NOW, THEREFORE, in consideration of these presents, which are made a contractual part hereof, and the mutual agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **Amarillo EDC** and **TTUS** hereby agree as follows:

Certain Definitions:

For purposes of this Agreement, “**Affiliate**” shall mean any entity controlling, controlled by, or under common control with TTUS, including the Veterinary School; “**Business Day**” shall mean each day Monday through Friday except to the extent any such day is a holiday recognized by the United States or a state holiday recognized by the State of Texas; “**Facility Operations**” shall mean the offering and provision of full-time veterinary medicine education to students by TTUS and its Affiliates at or from the Veterinary School; “**Material Adverse Effect**” shall mean any event outside of a party’s reasonable control which, despite the use of reasonable efforts and means by such party, has a material effect on the ability of that party to comply and perform with its obligations under this Agreement; “**Property**” shall mean the land and related infrastructure in northwest Amarillo, Texas on which TTUS will build the Veterinary School; and “**Veterinary School**” shall mean the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements on the Property at which TTUS’ veterinary medicine educational operation will be conducted under the terms of this Agreement.

Upon the occurrence of an event that causes a Material Adverse Effect on TTUS’ or the Amarillo EDC’s ability to timely perform hereunder, such obligations, or time periods of performance shall be extended until such time as the event causing the Material Adverse Effect is abated; provided, however, in no event shall such time period of performance be extended longer than six (6) months, in the aggregate unless TTUS is diligently pursuing the resolution thereof to the reasonable satisfaction of Amarillo EDC or Amarillo EDC is diligently pursuing the resolution thereof to the reasonable satisfaction of TTUS, as the case may be. Amarillo EDC understands that there may, in some cases, exist a Material Adverse Effect out of TTUS’ control resulting in a delay in excess of six (6) months, including but not limited to, legislative or accrediting body actions, and that cannot be expedited despite the actions of TTUS. Amarillo EDC agrees that, in the event of a Material Adverse Effect of this nature, the time period of TTUS’ performance shall be extended as is necessary and reasonable to allow the appropriate legislative or accrediting bodies to take action.

1. **Purpose, Amount, and Terms of Funding.** TTUS hereby requests, and Amarillo EDC hereby agrees to provide to TTUS the amount of up to FIFTEEN MILLION DOLLARS (\$15,000,000.00) on the schedule in and under the terms of this Agreement. The funds are being conveyed and made available to TTUS for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, improvements to construct, equip, and put the Veterinary School into operation at the Property, and payments for principal reduction of debts incurred by TTUS associated with the Veterinary School, and TTUS hereby represents and warrants to Amarillo EDC and covenants and agrees with Amarillo EDC that all funds received from Amarillo EDC will be used solely for such purposes. Such funds will be disbursed to or on behalf of TTUS in accordance with the terms of this Agreement, against execution and delivery of all documents or instruments to be executed and delivered by TTUS hereunder (the delivery of which is a pre-condition to Amarillo EDC’s obligation to disburse funds to TTUS). The parties also undertake to fulfill the additional covenants and promises in this Agreement.

2. **Timing of Disbursements.** Amarillo EDC's funding to TTUS under this Agreement shall be disbursed in ten (10) installments of up to ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) each. The first five (5) installments shall be payable on September 1 of each year beginning in 2018. The last five (5) installments shall be payable upon Amarillo EDC's receipt of each Certificate called for under Section 3.

Notwithstanding anything else herein to the contrary, Amarillo EDC shall have twenty (20) Business Days from the deadline thereof to make any installment required under this Agreement and shall not be obligated to disburse funds unless and until TTUS has provided the Certificate for such year.

3. **Performance Requirement, Reductions, and Certificates.** TTUS agrees to meet or exceed the Payroll Target (as defined in and further described in Exhibit A, attached and incorporated fully), during the Performance Period (as defined on Exhibit A). Prior to and as a pre-condition to Amarillo EDC's obligation to disburse the last five (5) installments under this Agreement, TTUS shall provide to Amarillo EDC a written certificate (each a "Certificate" and together the "Certificates") signed by the President (or higher officer of TTUS) on the form attached hereto as Exhibit B, for the immediately preceding Performance Year (as defined on Exhibit A). TTUS shall, upon written request from Amarillo EDC, provide all back-up documentation and reports reasonably requested by Amarillo EDC related to the matters to be confirmed in the Certificates.

4. **Construction of the Veterinary School.** The parties agree as follows:

a. TTUS agrees to commence construction of the Veterinary School on or before September 1, 2018, and to pursue construction in a reasonable manner such that Facility Operations commence on or before September 1, 2022. Construction shall be deemed to commence on the date TTUS begins substantial planning, including hiring an outside architect or architecture firm, drafting site and building plans, and any activity(ies) resulting in the exposure of the soil, including clearing, grading, excavating or demolition activities and other soil-disturbing activities relating to the construction project as a result of surveying, geo-technical assessments or environmental assessments. During construction of the Veterinary School, TTUS shall insure that the payment of all contractors, subcontractors, and materialmen is maintained.

b. Facility Operations shall be deemed to have commenced once, and maintained so long as: (a) construction of the Veterinary School has been substantially completed, (b) TTUS has unconditionally received all approvals and certifications of occupancy and operation from any governmental or other entity with jurisdiction over the Veterinary School, and (c) the Veterinary School is open for enrollment and is accepting applications from prospective students. As used herein, "substantial completion," "substantially completed," and words to that effect shall mean when Amarillo EDC has received written certification from TTUS' architect or contractor that the Veterinary School is substantially complete (excepting normal punch-out items) according to the terms of the construction contract.

5. **Failure to Commence and Maintain Facility Operations.** In addition to any other rights or remedies the Amarillo EDC may have under this Agreement or at law, the parties agree that the following shall occur if TTUS fails to, as provided in this Agreement, timely commence construction of the Veterinary School, timely commence Facility Operations, or maintain Facility Operations through August 31, 2027: Amarillo EDC's obligations under this Agreement shall automatically terminate and TTUS shall promptly repay to Amarillo EDC all amounts actually disbursed by Amarillo EDC under this Agreement.

6. **Governmental Approval.** This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). No advances or conveyances shall be made under this Agreement unless and until the Board of Directors of Amarillo EDC and the City Council of the City of Amarillo have unconditionally approved the Project (the "Project Approval"). Notwithstanding anything else herein to the contrary, this Agreement shall terminate and the parties shall go their separate ways with no further obligation hereunder (except as to obligations that specifically survive termination) if Project Approval is not obtained within ninety (90) days of the Effective Date.

7. A. **TTUS' Representations and Warranties.** TTUS warrants and represents:

1. It is a duly organized and existing Texas public university system.
2. Subject to the approvals outlined in paragraph 8, the execution, delivery, and performance by TTUS of this Agreement is not in contravention of any law, rule or regulations or of the provisions of TTUS' articles of incorporation or by-laws (or similar governing documents), or of any agreement or instrument to which TTUS is a party or by which it may be bound.
3. No litigation, arbitration or administrative or regulatory proceeding is commenced by or against TTUS which after final judgment and the exhaustion of all potential appeals could be reasonably expected to be adversely determined and, if so determined, has or would have (whether by itself or together with any related claims) a Material Adverse Effect.
4. None of TTUS' assets is subject to any material lien, security interest or other encumbrance, except as reflected in writing and furnished to Amarillo EDC prior to the Effective Date.
5. No certificate or statement delivered or to be delivered by TTUS to Amarillo EDC under this Agreement or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading in any material respect by reason of any omission.

B. Amarillo EDC's Representations and Warranties

1. This Agreement and all other agreements, instruments and documents required to be executed or delivered by **Amarillo EDC** pursuant hereto have been or (if and when executed) will be duly executed and delivered by **Amarillo EDC**, and are or will be legal, valid and binding obligations of **Amarillo EDC**.

2. No litigation, arbitration or administrative or regulatory proceeding is commenced by or against **Amarillo EDC** which after final judgment and the exhaustion of all potential appeals could be reasonably expected to be adversely determined and, if so determined, has or would have (whether by itself or together with any related claims) a Material Adverse Effect.

3. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions of, or constitute a default under any applicable law, or any judgment, order or decree of any court having jurisdiction over **Amarillo EDC**.

8. **TTUS' Contingency on Board of Regent Approval.** The validity of **TTUS'** execution, delivery and performance of this Agreement is subject to the due authorization of the **TTUS'** Board of Regents as evidenced by written minutes or other written approval thereof.

9. A. **Affirmative Covenants of TTUS.** For so long as **Amarillo EDC** or **TTUS** owes the other any obligations under this Agreement, **TTUS** agrees that it will, at **TTUS'** expense:

1. Promptly inform **Amarillo EDC** of any litigation, or of any claim or controversy which might become the subject of litigation, against **TTUS** or affecting any of **TTUS'** property if such litigation or potential litigation after final judgment and the exhaustion of all potential appeals, if adversely determined (and there is a reasonable likelihood of this) is likely to have a Material Adverse Effect.

2. Maintain its existence in Texas and promptly and properly comply with all laws, statutes, ordinances and governmental regulations applicable to it or to any of its property, business operations, and transactions to the extent that failure to do so would be likely to have a Material Adverse Effect.

3. Promptly (along with the **Amarillo EDC**) cure any defects in the execution and delivery of this Agreement and all other instruments executed in connection with this transaction.

4. Do and perform all acts required of **TTUS** under this Agreement.

B. Affirmative Covenant of Amarillo EDC.

1. Amarillo EDC shall, at its sole cost and expense, pursue with diligence the Project Approval.

2. Do and perform all acts required by Amarillo EDC under this Agreement.

10. **Negative Covenants of TTUS.** TTUS agrees that until after the final Performance Year, TTUS will not, without prior written consent of Amarillo EDC, which will not be unreasonably withheld, conditioned or delayed, discontinue Facility Operations for a period of more than 45 consecutive days; provided, however, TTUS' usual and customary breaks in its academic calendar shall not be considered a cessation of Facility Operations.

11. A. **Default.** The term "default", as used in this Agreement, means any one or more of the following:

1. Failure of TTUS to comply with the non-monetary terms and conditions of this Agreement, and cure or initiate the cure of such matter on or before sixty (60) days after notice thereafter from Amarillo EDC. If the cure is not reasonably possible within such sixty (60) day period, achieve completion of the cure within one hundred and twenty (120) days of the date of notice from TTUS to Amarillo EDC of the inability to cure within such sixty (60) day period.

2. Any statement or representation of TTUS contained herein or in any other writing heretofore or hereafter furnished by TTUS to Amarillo EDC is false or misleading in any material respect.

3. The insolvency of TTUS. "Insolvent" is defined to mean one either has declared to cease to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the United States or any other applicable jurisdiction's bankruptcy or similar laws.

4. The failure of TTUS to pay any money judgment against it before the expiration of sixty (60) days after such judgment becomes final and no longer appealable, unless TTUS satisfies Amarillo EDC that such nonpayment is due solely to administrative error and payment is made within five (5) Business Days of the date on which such payment was due.

5. The failure of Amarillo EDC to disburse funds in accordance with this Agreement.

Notwithstanding the forgoing, an event shall not be deemed a default hereunder (a) if such default is a result of an event caused by a Material Adverse Effect (subject to the maximum delay limitation above); or (b) until all time periods hereunder allocated to cure such default have expired.

B. Remedies.

1. **Amarillo EDC.** In addition to all other rights or remedies set forth herein or available in equity or at law, the occurrence of an uncured default by TTUS under the terms and conditions of this Agreement shall be cause for Amarillo EDC to terminate this Agreement, if such default remains uncured for the period of any allowed cure.

2. **TTUS.** If, in the event Amarillo EDC should default in its performance of any terms or conditions hereof TTUS shall have the right to pursue such remedies, at law or in equity (including, without limitation, specific performance) to which it may be entitled.

3. **Litigation Expense.** In the event either party must pursue legal action to enforce the other party's obligations hereunder, the prevailing party in such action shall be afforded, in addition to the relief requested, all attorneys' fees, costs of the court and other reasonable and necessary expenses incurred in connection therewith.

4. **Waiver of Consequential Damages.** In no event shall any party recover from the other for special, punitive, or consequential damages.

12. **Brokers.** TTUS represents and warrants to Amarillo EDC that it is solely responsible for any commissions or similar fees (each a "Commission") of brokers, finders, realtors, or similar agents claiming a right to a Commission by, through, or under TTUS.

13. **Assignability.** THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, NOT TO BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED.

14. **Certification Regarding Undocumented Workers.**

a. TTUS certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which Amarillo EDC no longer owes any duties under this Agreement. "Undocumented Worker" shall mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) otherwise authorized under applicable law to be employed, on any basis or under any program, in the United States. TTUS shall immediately notify Amarillo EDC if: (i) TTUS becomes aware it or its Affiliate employs or has employed an

Undocumented Worker; (ii) TTUS becomes aware or receives notice that it or its Affiliate is alleged to have employed an Undocumented Worker; or (iii) TTUS or its Affiliate is convicted of a violation under the following paragraph.

b. If between the Effective Date and the date on which Amarillo EDC no longer owes any duties under this Agreement, TTUS or its Affiliate knowingly employs any Undocumented Worker and is convicted of a violation under 8 U.S.C. Section 1324a(f), TTUS shall repay to Amarillo EDC all funds disbursed by Amarillo EDC under this Agreement, without offset or deduction for any reason. Such amount shall be due and payable in full on the 120th day after the date Amarillo EDC notifies TTUS of the violation and interest shall accrue on such amount at the contract rate thereafter.

15. **Dispute Resolution.** The parties shall utilize the Dispute Resolution process provided for in Texas Government Code 2260 for all disputes arising from this Agreement. Neither the execution of this Agreement by TTUS nor any other conduct of any representative of TTUS relating to this contract or subject matter hereof shall be considered a waiver of TTUS' sovereign immunity to suit.

16. **Governing Law.** All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be in the state district courts of Potter County, Texas, to the exclusion of all other appropriate or permissible venues.

THIS WRITTEN LOCATION INCENTIVES AGREEMENT, TOGETHER WITH THE INSTRUMENTS DESCRIBED HEREIN AND CONTEMPLATED HEREBY, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND THE PROVISIONS HEREOF AND THEREOF MAY NOT BE WAIVED, TERMINATED OR AMENDED EXCEPT BY SUBSEQUENT WRITTEN AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS AGREEMENT.

17. **Notices.** All notices required or allowed by this Agreement shall be delivered (a) in person, by hand by overnight courier service for prepaid delivery on the next business day, (b) by certified mail, return receipt requested, postage prepaid, or (c) via e-mail or fax, provided that concurrent notice is delivered by any other approved method of delivery set forth in subsections a-c above, addressed to the party or person to whom notice is to be given at the following addresses:

If to Amarillo EDC: Amarillo EDC
Attn: President and CEO
801 South Fillmore, Suite 205
Amarillo, Texas. 79101

LOCATION INCENTIVES AGREEMENT
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION and
TEXAS TECH UNIVERSITY SYSTEM

Amarillo EDC  TTUS 
Page 8

Phone: (806) 379-6411
Fax: (806) 371-0112

With a copy to:

John B. Atkins
Underwood Law Firm, P.C.
500 S. Taylor, Suite 1200
Amarillo, TX 79101
Phone: (806) 379-0376
Fax: (806) 242-0521
john.atkins@uwlaw.com

If to TTUS:

Texas Tech University System
ATTN: Chancellor Robert L. Duncan
124 Administration Building
Box 42013
Lubbock, TX 79409
Phone: (806) 742-0012
Fax: (806) 742-8050

With a copy to:

Mikela Bryant, Assistant General Counsel
Office of Institutional Advancement
15th and Akron
Box 41801
Lubbock, TX 79409
Phone: (806) 742-1780
Fax: (806) 742-1793
mikela.bryant@ttu.edu

Notice shall be deemed to have been given upon (a) the date of deposit, if hand delivered by overnight courier, (b) the date which is three (3) business days after being deposited into the US Mail as certified mail, return receipt requested and postage prepaid, or (c) the date transmitted by email or facsimile if concurrent notice is also sent by way of overnight courier on the same day as specified in Section 17 above. The addresses (physical, telephonic or email) for the purpose of this paragraph may be changed by giving notice as provided herein; provided, however, that unless and until such written notice is actually received, the last address (physical, telephonic or email) stated herein shall be deemed to continue in effect for all purposes hereunder.

18. **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other actions as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only

one such counterpart in proving this Agreement. Facsimile signatures or other digitally imaged signatures (e.g., portable document format) shall be deemed original signatures for all purposes.

20. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

21. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

22. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. **Survival.** Any provisions of this Agreement which by their terms are intended to be performed or be applicable after the Effective Date shall survive the Effective Date.

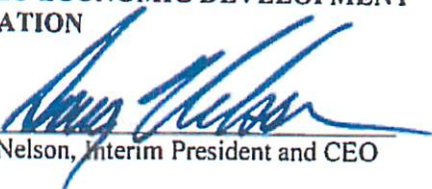
24. **Date of Performance.** If any review periods, performance dates, delivery dates or any other date or provision provided herein should fall, expire or be due on a day other than a Business Day, then such date or provision shall be extended to the next day which is a Business Day, which shall be considered to be the due date, performance date, or expiration date for all purposes hereunder.

Signature Pages Follow

EXECUTED by the parties hereto, by their duly authorized representatives, to be and become effective on the Effective Date.

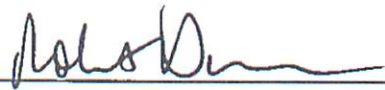
Amarillo EDC:

**AMARILLO ECONOMIC DEVELOPMENT
CORPORATION**

By: 
Doug Nelson, Interim President and CEO

TTUS:

TEXAS TECH UNIVERSITY SYSTEM

By: 

Printed Name: Robert L. Duncan

Title: Chancellor

By: 

Printed Name: Jim Brunjes

Title: Vice Chancellor and CFO

EXHIBIT A

PAYROLL REQUIREMENT

TTUS agrees to pay at least FIFTY MILLION DOLLARS (\$50,000,000.00) in Payroll to employees at the Veterinary School during the Performance Period (as each term is more specifically described and defined below). "Payroll Target" shall mean and refer to this cumulative \$50,000,000.00 payroll requirement.

Payroll Reporting Requirement

Within ninety (90) days of the end of each Performance Year, TTUS shall provide to Amarillo EDC the Certificate described in Section 3 of the Agreement for the immediately preceding Performance Year. The "Performance Years" are the five (5), 12-month periods commencing on September 1 of each year beginning September 1, 2022 and the "Performance Period" is all five (5) of the Performance Years. "Payroll" for purposes of each Performance Year shall mean and include the gross payroll actually paid to TTUS' or its Affiliate's employees engaged primarily at the Veterinary School or who perform their day-to-day responsibilities for TTUS at or from the Veterinary School (together, the "Employees"). In no event shall Payroll include amounts paid, incurred, or booked to independent contractors, employees of temporary employment agencies, or employee leasing firms. "Payroll" shall include amounts actually paid to Employees for vacation, FMLA, personal days, bereavement leave, or sick leave and all other benefits for Employees as paid by TTUS.

For so long as Amarillo EDC has obligations under this Agreement and for at least four (4) years thereafter, TTUS shall maintain records of Payroll to Employees. Within ninety (90) days of the end of each Performance Year, TTUS shall provide Amarillo EDC the Certificate described in Section 3 for the previous Performance Year on the form of Exhibit B (as such format may be reasonably amended from time to time by Amarillo EDC).

In the event TTUS fails to provide such Certificate for any Performance Year (after any applicable notice and cure period), TTUS shall forfeit entirely the installment then otherwise due related to such Performance Year and Payroll for such Performance Year shall be conclusively established for all purposes as Zero.

Final Installment Reduction and Snap-Back

The final installment payable under Section 2 of this Agreement is subject to reduction as follows:

Should TTUS meet or exceed the Payroll Target for the Performance Period, TTUS shall be entitled to the full final installment payment of \$1,500,000.00. Should TTUS fail to meet the Payroll Target during the Performance Period, the final installment shall be calculated as follows: A fraction, the numerator of which is the amount of Payroll during the Performance Period and the

denominator of which is the Payroll Target, shall be subtracted from one (1). The result from the calculation in the prior sentence shall be multiplied by \$15,000,000. This result shall then be deducted from \$1,500,000, which shall be the amount of the final installment due hereunder.

So, for example, should Payroll during the Performance Period total \$48,000,000, the final installment due (which is payable after the Certificate required to be provided within ninety (90) days of August 31, 2027 is received by **Amarillo EDC**) shall be \$900,000, calculated as follows:

$$(1 - (\$48,000,000 \div \$50,000,000)) \times \$15,000,000 = \$600,000$$

$$\$1,500,000 - \$600,000 = \$900,000$$

In the event the result above is negative, indicating a deficit (e.g. if Payroll during the Performance Period is less than \$45,000,000), the final installment is no longer due and **TTUS** shall promptly pay to **Amarillo EDC** the amount of such deficit. So, for example, should Payroll during the Performance Period total \$42,000,000, **TTUS** shall pay to **Amarillo EDC** the amount of \$900,000, calculated as follows:

$$(1 - (\$42,000,000 \div \$50,000,000)) \times \$15,000,000 = \$2,400,000$$

$$\$1,500,000 - \$2,400,000 = -\$900,000$$

In no event shall the calculations in this Exhibit A give rise to any additional payment obligation of **Amarillo EDC** (e.g. if Payroll exceeds \$50,000,000 during the Performance Period).

Facility Operations

Notwithstanding anything else here in to the contrary, Facility Operations shall conclusively be deemed to have ceased if Payroll during any Performance Year totals less than \$2,500,000.

**EXHIBIT B
FORM OF CERTIFICATE**

[TEXAS TECH UNIVERSITY SYSTEM LETTERHEAD]

I, _____[PRINTED NAME]_____, as Chancellor of Texas Tech University System ("TTUS"), provide this Certificate in connection with that certain Location Incentives Agreement ("Agreement") between TTUS and the Amarillo Economic Development Corporation ("Amarillo EDC") dated effective as of _____, 2016, related to the Veterinary School (as such term is defined in the Agreement). I hereby certify and confirm to the Amarillo EDC on behalf of TTUS that the following are true and correct for the Performance Year (as defined in the Agreement) indicated below:

1. All funds paid by Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and operate the Veterinary School.
2. Payroll (as defined in the Agreement) for the indicated Performance Year totaled:
\$ _____.

PERFORMANCE YEAR: September 1, 20____ through August 31, 20____

Printed Name: _____

Title: Chancellor