



Lubbock Preston Smith
International Airport

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General Provisions

**DRAFT
FOR DISCUSSION PURPOSES
ONLY**

City of Lubbock

*Lubbock Preston Smith International Airport
(LBB)*

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1. GENERAL PROVISIONS

1.1. Purpose

These General Provisions set forth those provisions which are common to all Lubbock Preston Smith International Airport (Airport) Primary Management and Compliance Documents (PMCDs) and are incorporated into each PMCD by reference. In addition, the key words or phrases utilized throughout the PMCDs are defined in these General Provisions.

1.2. Definitions

The terms defined in Section 2 of these General Provisions 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 Lubbock (City) and governed by and through the City of Lubbock City Council (City Council). The Airport Board (Board) provide recommendations to the City Council in areas of planning, development, construction, enlargement, improvement, maintenance, equipment, operation, protection, and policing of airports and other air navigation facilities established, owned, and controlled by the City and such other duties as the City Council may delegate.

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 by and through the City Council.

1.4. Authority to Adopt

The authority to adopt any policy, standards, rules, regulations, or directives, 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.

The authority to develop and recommend any policy, standards, rules, regulations, or directive, including the PMCDs, is delegated to the Board by the City Code of Ordinances, Title I General Ordinances, Article 2.03 Board, Commissions, Committees, Division 8 Airport Board, Section 2.03.267 Rules; policies; recommendations to council, which states: “The Board shall from time-to-time formulate rules and policies governing the operation of the municipal airport and the conduct of flying thereon, and such recommendations shall be forwarded to the City Council for its consideration and possible enactment.”

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 of 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, creed, color, national origin, sex, age, or disability in providing any products or services or in the use of any of the Airport’s land and/or Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

1.7. *Airport Management*

The Director is responsible for the planning, development, operation, administration, 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 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.

During emergency situations the Director is empowered to issue such directives and to take such action that, within Director's discretion and judgment, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public. Such directives and actions of the Director 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 there under, 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. 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.

1.11. Prohibited Aeronautical Activities

The following activities are prohibited at the Airport:

- Through-the-Fence activities
- Co-Op Fueling

1.12. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, the City, or the City Council, 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.

1.13. Severability

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

1.14. Subordination

The PMCDs are subject and subordinate to the provisions 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.

The City recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and Aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

1.15. 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 required or permitted to be given or filed 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 Director 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 Director of a change of address within seven calendar days.

1.16. Amendments

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

1.17. Variance or Exemption

The City 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 and must state:

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

Upon review of relevant information and recommendation from the Director and Board, the City Council may approve or deny a variance or exemption. Approval or denial by the City 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.

- An approval by the City of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Section 1.22 of these General Provisions.

1.18. Enforcement

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

The City Fire Department is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction) as authorized in the City of Lubbock Code of Ordinances Section 10.02.103.

The Airport Police Department and Law Enforcement Officers are authorized to enforce all Legal Requirements (within jurisdiction) on the Airport as authorized in the City of Lubbock Code of Ordinances Section 6.02.033 which states “The director shall appoint a chief law enforcement officer, who in turn shall direct all guards and officers necessary to protect the safety and welfare of the public as well as all properties within the boundaries of lands constituting airports owned and operated by the City”.

Violation of the PMCDs, applicable Legal Requirements, directives issued by the City, Director, Fire Department, Police Department, or Law Enforcement Officers or jeopardizing the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of an Agreement(s); and/or prosecution under the applicable Legal Requirements.

Representatives of the City, as designated by the Director, shall enforce these PMCDs. Any person or entity who violates these PMCDs may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the City.

1.19. Disputes

Any party aggrieved by a decision of Airport management may appeal (in writing) such decision to the Director within seven calendar days after such decision is issued. Any claim not timely submitted to the Director will be denied.

- The Director 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 seven calendar days of the date of the Director's request or the claim is denied. Thereafter, the Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information.
- The Director may, in the Director's 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.
- In either case, the Director's final written determination shall be final and conclusive unless within 30 calendar days from the date of the Director's written determination, the party requests, in writing, an appeal to the Board stating specifically all grounds of appeal.

The Board shall use its best efforts to hear any such appeal within 120 calendar days after the Board's receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Board in its sole discretion. The decision of the Board shall be final and conclusive unless within 30 calendar days from the date of the Board's written determination, the party requests, in writing, an appeal to the City Council stating specifically all grounds of appeal.

1.20. 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.

- 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, elected officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security, Transportation Security Administration, Airport Police Department, Airport Operations personnel, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- 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.
- 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.
- 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.

- The City reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The Director 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.
- The City (and its representatives, officers, elected 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.
- 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.
- The City will not relinquish the right to take any 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.
- 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.
- The City will not submit to the laws of any state other than those of the State of Texas.
- 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.
- The City reserves the right to take such 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.

1.21. 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 City).

- 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.
- The City or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- 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.
- 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.
- 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.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- 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.
- The entity has intentionally or unintentionally misrepresented or omitted material fact in a proposal, in an application, and/or in supporting documentation.
- The entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
- 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.
- 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.

- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity.
- 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.
- 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. APPENDIX

2.1. Definitions

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

Aeronautical Activity (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.

Affiliate – Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. Control for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

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

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the City and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

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 (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 (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 coverage pertaining to bodily injury, property damage, and passenger injury for all owned, leased, or operated Aircraft.

Aircraft Design Group – A 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 (as 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.

Airframe and Powerplant Mechanic (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 (Lubbock Preston Smith International 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 Lubbock Preston Smith International Airport (LBB).

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 (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 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.

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.

Appraiser – A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

Aircraft Rescue and Fire Fighting (ARFF) – Personnel, equipment, and facilities located on Airport dedicated to dealing with Aircraft Accidents/incidents and all rescue, firefighting tasks, and other firefighting or rescue emergency activities at the Airport.

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

Best Practices – The most effective and practical methods or techniques for achieving an objective while making the optimal use of the City's assets and resources.

Based Aircraft – An Aircraft identified in a written Aircraft storage Agreement with the City, Fixed Base Operator (FBO), or Specialized Aviation Service Operator (SASO).

Business Automobile Liability – Insurance coverage pertaining to 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.

Capital Investment – Any City approved expenditure made by an Operator or Lessee to: (a) the Operator's or Lessee's Leased Premises which will, at the end of the term of the Agreement, revert to the City and/or (b) Airport Infrastructure which will immediately revert to the City.

Certified Flight Instructor (CFI) Professional Liability – 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 Lubbock Airport Board – A seven-member board, appointed by City Council, to advise City Council in areas of Airport management and operation.

City of Lubbock Fire Department (Fire Department) – The City Fire Department provides 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 (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 coverage pertaining to 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 such as monetary, exchange, barter, favors, gratuity, etc.

Competitive Procurement Process – A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation – The taking of land and/or Improvements for any public or quasi-public use under any Regulatory Measure or by the right of eminent domain.

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

Cost Approach – One of the three approaches to value that considers the current cost of replacing the Improvements located on the Leased Premises, depreciation, and the market value of land.

Courtesy Vehicle – A Vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and 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 (DHS) – A single, integrated executive department of the United States Government focused on protecting the American people and the homeland.

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

Director – Individual (or designated representative thereof) appointed by the City Manager, 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.

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 Internal Revenue Service (IRS) codes.

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

Equipment – All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the 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. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. 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 (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 (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Airport'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 – Primary Management and Compliance Document that 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 (Minimum Standards) – Primary Management and Compliance Document that sets forth 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 coverage pertaining to 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.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

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 – Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities, etc.

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.

LBB Airport Police Department (Police Department) – The Airport Police Department provides law enforcement services as well as several other community services to the Airport.

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

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

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

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.

Market Rent – The rent that land or Improvements would command in the open market as indicated by rents asked and paid for at comparable land or improvements as of the date of determination.

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

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 or move without radio contact with ATC or other Aircraft.

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.

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 (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.

Ramp – Those Paved areas of the Airport within the AOA designated by the Director 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.

Rent Study – A streamlined approach that is used to derive an opinion of market rent for airport properties that are being used for general aviation purposes without conducting an appraisal.

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

Safety Management System (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).

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

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.

Specialized Aviation Service Operator (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 (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.

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

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator’s or Lessee’s Leased Premises and for which, the Director has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the Director) 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 Security Administration (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 (Turbofan Aircraft) – An Aircraft utilizing one or more gas-turbine engines and develops thrust from the exhaust of gases.

Turboprop Aircraft (Turboshaft 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.

Vehicle – Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

2.2. Acronyms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ALP	Airport Layout Plan
AOA	Air Operations Area
ATC	Air Traffic Control
CFI	Certified Flight Instructor
CFR	Code of Federal Regulations
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FY	Fiscal Year
FBO	Fixed Base Operator
IRS	Internal Revenue Service
LBB	Lubbock Preston Smith International Airport
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
PMCD	Primary Management and Compliance Documents
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
TSA	Transportation Security Administration