

**Kerrville/Kerr County Airport**  
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**AIRPORT**  
**CODE**



**Kerrville/Kerr County Airport Code**  
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# ***ARTICLE 1. GENERAL***

## **Section 1.01. Rules of Interpretation.**

- (a) For purposes of interpreting this Code, the following definitions of words shall apply:
1. words used in the present tense include the future tense;
  2. words used in the singular include the plural;
  3. words used in the masculine gender include the feminine gender;
  4. the words “shall,” “must” and “will” are mandatory;
  5. the words “may” and “should” are permissive;
  6. the word “building” includes the word “structure”;
  7. the term “used for” includes “designed for” or “intended for” or “maintained for”, and “occupied for”; and
  8. capitalized terms are generally terms with specific intended meanings, the definitions of which are contained in the “Definitions” section of this Code, Article VII.
- (b) Unless specifically provided otherwise, in computing any period of time prescribed or allowed herein, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the next regular business day. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. A half-holiday shall be considered as a day to be counted, and not as a legal holiday, for purposes of time computation herein. “Legal holiday” includes any holiday designated as a holiday by the Congress of the United States or by the Texas legislature. Whenever a notice, petition or other document is required to be filed within a specified time period, the notice, petition or other document must be filed with the appropriate office or individual not later than 5:00 p.m. on the last day of the period computed.
- (c) Where this Code requires an act on the part of an “owner” or “lessee” or other individual, and the property or item is owned, leased or otherwise under the control of several Persons, regardless of the relationship between them, the act

will be considered to have been taken by, on behalf of, and with the express consent of all such Persons.

**Section 1.02. General Conditions of Use.**

The conditions under which the Airport or any of its facilities may be used shall be as established pursuant to this Code or otherwise by the Airport Board, and/or the City Council and the County Commissioners' Court, acting jointly.

**Section 1.03. Adopted by Reference.**

The following publications, on file with the City and County Clerks, are hereby adopted by reference as if set out at length in this Code:

- (a) Kerrville/Kerr County Airport Rates and Charges Schedule and any amendments thereto as may be approved by the Airport Board.
- (b) Interlocal Agreement for Joint Management of Kerrville/Kerr County Airport "Joint Action Agreement" dated August 10, 2004 as the same may be amended.
- (c) Airport Management Contract dated August 26, 2004 as the same may be amended.

**Section 1.04. Permission to Use Airport Conditional; Denial of Permission.**

Any permission granted by the Airport Manager or Airport Board directly or indirectly, expressly or by implication, to enter upon or use the Airport or any part thereof, including but not limited to, operators, off-Airport users, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and any other Person occupying space at the Airport or doing business with the Airport, its lessees, sublessees and permittees, and any other Person whatsoever, whether or not of the type indicated, is conditioned upon compliance with this Code, the Airport Rules and Regulations, the Airport Minimum Operating Standards and any other regulations promulgated hereunder.

*Entry upon or into the Airport by any Person shall be deemed to constitute an agreement by such Person to comply with this Code. The Airport Board reserves the right to deny any or all usage of the Airport to any Person for good cause.*

**Section 1.05. Consent of Airport Board.**

Unless expressly provided otherwise, any consent or other permission of the Airport Board under this Code must be obtained in advance in writing and signed by the Airport Board President.

**Section 1.06. Notices and Applications.**

Unless expressly provided otherwise, any notice or application to the Airport Board must be delivered to the Airport Manager during normal business hours at the Airport Manager's Office in order to be considered effective.

**Section 1.07. Conflicting Laws, Ordinances, Regulations and Contracts.**

- (a) In any case where a provision of this Code or an Airport Rate or Charge adopted hereunder is found to be in conflict with (i) any law or regulation promulgated by a state or federal authority, or (ii) any other provision of this Code, or regulations adopted hereunder, or (iii) in conflict with a provision of any zoning, building, fire, safety, health or other ordinance or code of the City/County, either the higher authority, or the provision which establishes the stricter or more stringent standard for the promotion and protection of the health and safety of the people shall prevail.
- (b) In cases where two (2) or more provisions of this Code are in conflict, the most stringent or restrictive shall prevail.
- (c) It is not intended by this Code to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws or ordinances, except those specifically repealed by this Code, or to excuse any Person from performing obligations under any Airport lease or other contract.
- (d) No existing or future Airport contract, lease, agreement or other contractual arrangement, nor any payment or performance thereunder, shall excuse full and complete compliance with this Code. Compliance with this Code shall not excuse full and complete compliance with any obligations under any existing or future Airport contract, lease, agreement or other contractual arrangement.
- (e) Compliance with this Code does not excuse failure to comply with any other law.

**Section 1.08. Application.**

Except where expressly limited by its terms, this Code is effective throughout the City/County, where applicable.

**Section 1.09. Effect of Agreements with Federal Government.**

All lease agreements and permits and other contractual or governmental arrangements to which the City/County may be a party shall be subordinate to the provisions of any

existing or future agreement between the City/County and the United States relative to the operation and maintenance of the Airport.

**Section 1.10. Conformance with Federal, State and other Airport Rules, Regulations and Agreements.**

- (a) No Person shall navigate, land Aircraft, or conduct any Aircraft or other operations on or from the Airport, nor shall any Person engage in any other Aeronautical Activity at the Airport or elsewhere within the City/County, otherwise than in conformity with the requirements of the Federal Aviation Administration and all other applicable federal, state, City/County laws, statutes, ordinances, and this Code.
- (b) Any use of the Airport by any Person constitutes that Person's agreement to conform in all respects to the requirements of any grant agreements by the City/County with the State of Texas, the United States, or any other governmental entity.

**Section 1.11. Liability of City/County.**

Neither the City/County nor the Airport Board are responsible or liable for any loss, injury or damage to Persons or property on the Airport for any reason, including but not limited to, fire, civil disorder, criminal activity, theft, vandalism, winds, flood, earthquake, collision, act of third parties or otherwise, and/or acts contrary to this Code or any regulations promulgated hereunder.

**Section 1.12. Indemnification.**

To the fullest extent permitted by law, any Person accessing or using the Airport or any of its facilities, or any of the Person's successors, assigns and guarantors, shall indemnify, defend, pay and hold the Airport Board, the City/County, the Contractor, any of their agents, employees, officials, managers, officers, boarders and representatives harmless from and against all claims, demands, charges, penalties, obligations, fines, administrative and judicial actions or proceedings, suits, liabilities, judgments, damages, losses, costs and expenses of any kind or nature (including, but not limited to, attorney fees and expenses, expert witness and consultant fees and expenses, arbitration fees, court costs and the cost of appellate proceedings) arising from said access or use, or from any other act or omission of said Person (or anyone for whose acts or omissions said Person may be liable) including, without limitation, the discharge of any duties or the exercise of any rights or privileges pursuant to this Code or any Airport Rules and Regulations or Minimum Operating Standards promulgated hereunder. This Section applies, without limitation, to claims of personal injury, bodily injury, sickness, disease or death, and to claims of property damage (including City/County property), destruction or other impairment of every description without limitation, loss of use, and to claims of

environmental property damage (including, without limitation, cleanup, response, removal and remediation costs).

**Section 1.13. Forms.**

The Airport Board shall have authority to specify forms to be used for applications, permits, payments, reports and other documents required under this Article and to reject any documents not conforming to said forms.

**Section 1.14. Supplementing information.**

Within fifteen (15) calendar days upon discovery of a material misstatement, omission or other inaccuracy or material change in any information submitted in any application, report or other document provided to the Airport Board or the Airport Manager, the Person submitting the information shall inform the Airport Manager in writing of the inaccuracy or change and shall provide the Airport Manager with the correct information in writing.

**Section 1.15. Payment of Fees and Charges.**

Unless otherwise provided for in this Code, no Person shall perform any activity for which a fee or charge is imposed under this Code without first reporting the activity to the Airport Manager and paying the appropriate fee as identified in the Airport Rates and Charges schedule. Notwithstanding the preceding sentence, when a reporting procedure in this Code specifically provides for subsequent reporting, prior reporting is not required. Fees, rates and charges for use of any Airport facilities and for any service or accommodations provided by the Airport shall be as set by the Airport Board.

**Section 1.16. Airport-related Fee Administration and Collection.**

The Airport Manager shall be responsible for the administration and collection of Airport-related fees and charges.

**Section 1.17. Payment of Bills and Default of Obligations.**

All bills presented to Airport users by the Owners or their designee are payable upon presentation. When any Person is formally notified that he is in default of any written or implied obligation to the Airport, whether it be for breach of performance, services, covenants, or for nonpayment; the Person shall thereafter be billed for all losses of revenue and expenses incurred to reestablish performance or service and other costs, unless the Person files with the Airport Manager within ten (10) calendar days of receipt of the formal notification a statement that corrective or preventive measures have been initiated and are being diligently carried out. If the promises contained in the statement are not fulfilled, the Person will be considered in absolute default and the Airport

Manager may initiate appropriate lawful steps. Airport billings are to be made payable to the Airport and shall be delivered to the Airport Manager.

**Section 1.18. Severability**

If any section, subsection, sentence, paragraph, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Code. The Airport Board hereby declares that it would have passed this Code and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid, and, to this end, the provisions of this Code are hereby declared to be severable.

**Section 1.19. Use of City/County-owned Airport Property.**

The Airport has been developed and improved with FAA Airport Improvement Program (AIP) grant assistance and the City/County and Airport Board are required to operate the Airport for the use and benefit of the public, and to make the Airport available for Commercial Aeronautical Activities in service to the public. The FAA’s Grant Assurances require that Airport Aeronautical Properties, i.e., land, buildings, office space, counter space, aircraft storage facilities, are only leased to commercial enterprises that conduct aeronautical activities.

Aviation-Related Activities, as they relate to goods and services for passengers and cargo, are typically offered for leasing in airport areas so designed on the Airport Layout Plan (ALP) as “aviation or non-aviation industrial development” areas.

The Airport Board will act to conform with all Grant Assurances concerning the location or placement of Commercial Activities.

The Airport Manager shall have the authority to enter into a license, permit or other such agreement for the use of any City/County owned Airport property as authorized by the Airport Board, including but not limited to, land, buildings, office space, counter space, and Aircraft Storage facilities, subject to the following conditions: all Airport permits or licenses shall be in a form approved by the Airport Board and shall remain in effect until such time as the permittee requests cancellation in writing, or the permit is revoked pursuant to this Code.

**Section 1.20. Access Codes/Devices.**

Unless otherwise approved in writing by the Airport Manager, Persons who have been provided either a code or access device for the purpose of obtaining access to the Airport shall not divulge, duplicate or otherwise distribute the same to any other Person.

**Section 1.21. Runway Weight-Bearing Capacities.**

Aircraft exceeding maximum currently published Runway weight-bearing capacities may be permitted to operate from the Airport in an emergency or pursuant to Airport Manager consent.

**Section 1.22. Permit not Transferable.**

No lease, license, permit or agreement shall be assigned or transferred to another Person without the prior written consent of the Airport Board.

**Section 1.23. Authority to Act.**

In this Code, any authority granted to the Airport Board may be delegated to the Airport Manager, and where such authority has been so delegated, the Airport Manager has the same authority and power to act as though his act were the act of the Airport Board acting in its lawful capacity at a properly posted and called meeting.