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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.

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ARTICLE II MINIMUM OPERATING STANDARDS

Article IIA – Application of Minimum Operating Standards.

Section 2A.01. Applicable to All Users.

All Persons conducting Aeronautical Commercial Activities (Commercial Operators) at the Airport shall, as a condition of conducting such activities, comply with these Minimum Operating Standards and any amendments thereto. The requirements set forth herein are the minimum standards applicable to all Commercial Operators at the Airport, but the Commercial Operators are encouraged to exceed these minimums in conducting their activities. These Minimum Operating Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the Airport Board unless any such standards or provisions are expressly waived or amended by the Airport Board.

Section 2A.02. Requirements of all Commercial Operators.

Each Commercial Operator Shall:

- (a) Comply with the Airport Code, and any other regulations approved by the Airport Board for the safe, orderly and efficient operation of the Airport;
- (b) have use of sufficient space in an existing facility, through lease or other agreement, to accommodate the proposed operation, or shall lease a minimum of one-half (1/2) acre of contiguous Airport property of which 85 percent must be developed, in the form of buildings, parkings lots, ramps, etc., sufficient to accommodate the proposed operation;
- (c) Maintain insurance as required by the Airport Code;
- (d) Pay all applicable established fees and charges when due;
- (e) Prior to commencing any operations, submit all applicable Airport Business Permit application(s) to the Airport Manager, and receive approval therefor;
- (f) For its employees, provide adequate office space, adequate lounge, restroom, and automobile parking facilities;
- (g) For its customers, where applicable, provide adequate Hangar/Patio Hangar facilities, use of a paved Aircraft parking Apron, use of paved automobile parking spaces, restrooms, and a lounge or waiting room;

- (h) Employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its lease, license, permit or agreement;
- (i) Control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the Airport Manager concerning the conduct or demeanor of any such Person, shall immediately take all lawful steps necessary to remove the cause of the objection;
- (j) Conduct its operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others; and
- (k) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.
- (l) On request, provide evidence of current financial solvency to the Airport Manager.

Section 2A.03. Multiple Activities by One Commercial Operator.

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the Airport Board, the Commercial Operator shall comply with the Minimum Operating Standards set forth herein for each separate activity being conducted. If the Minimum Operating Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Operating Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety and welfare, shall apply.

Section 2A.04. Activities not Covered by Minimum Operating Standards.

Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the Airport Manager on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the Airport Board.

Section 2A.05. Waiver or Modification of Standards.

The Airport Board may waive or modify any portion of these Minimum Operating Standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. The Airport Board may grant to the Airport Manager the authority to waive or modify any portion of these Minimum Operating Standards for any Person when in his opinion such waiver or modification is in

the best interest of the Airport and will not result in unjust discrimination among Commercial Operators at the Airport.

Article IIB – Airport Business Permit Application Process

Section 2B.01. Airport Business Permit Applications.

Any Person who desires to conduct any Aeronautical Commercial Activities at the Airport shall, prior to conducting such activities, submit an Airport Business Permit application to, and receive approval thereof, from the Airport Manager, where applicable. In addition to the following requirements, the Airport Manager may require the applicant to provide additional information should it be necessary to ensure compliance with these Minimum Operating Standards. The applicant shall, at minimum, submit the following documentation with the application:

- (a) A detailed description of the scope of the intended operations, including all services to be offered;
- (b) The amount of land, office space, and/or Aircraft storage areas required for the operation;
- (c) A detailed description of any improvements or modifications to be constructed or made to Airport property, including cost estimates and a construction timetable;
- (d) The proposed hours of operation;
- (e) Documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities;
- (f) A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including Personal references;
- (g) The commencement date for the applicant's activities and the term of the lease, license, permit or agreement sought, including all option periods;
- (h) One of the following:
 - 1. Corporate applicants shall provide a copy of the articles of incorporation as filed with the Secretary of State;
 - 2. Limited Liability Company applicants shall provide a copy of the articles of organization as filed with the Secretary of State;

3. Limited Partnership applicants shall provide a copy of the certificate of limited partnership as filed with the Secretary of State; or
4. General Partnership applicants shall provide a certified copy of the written partnership agreement;
 - (i) A copy of a current certificate of insurance, in the amounts outlined hereunder, naming the Owners as additional insureds;
 - (j) A copy of a current lease/sublease or other agreement with the Airport Board or a bona fide Airport tenant;
 - (k) A rates and charges schedule of all services to be provided at the Airport; and
 - (l) Copies of all applicable Federal Aviation Administration (FAA) certificates.

Section 2B.02. Processing; Denial.

The Airport Board may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The Airport Board may approve any such application that meets the criteria stated in this Code. The Airport Board may deny any application if it determines that:

- (a) The applicant does not meet the qualifications and standards set forth in the Airport Code;
- (b) The proposed activities are likely to create a safety hazard at the Airport;
- (c) The activities will require the City/County to expend funds, or to supply labor or materials as a result of the applicant's activities if either Owner chooses not to do so, or if it will result in a financial loss to the Airport;
- (d) No appropriate space or land is available to accommodate the proposed activities;
- (e) The proposed activities are not consistent with the Airport Master Plan.
- (f) The proposed activities will result in a congestion of Aircraft or Buildings, a reduction in Airport capacity, or an undue interference with other operations at the Airport;
- (g) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement;

- (h) The applicant or any of its principals has a record of violating this Code or FAA regulations, or any other applicable laws, ordinances, rules or regulations; or
- (i) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 2B.01.

Section 2B.03. Appeal Process.

- (a) An applicant may appeal denial of an application for an Airport Business Permit or the revocation of the same by providing written notice to the Airport Manager of intent to appeal within ten (10) calendar days of said denial.
- (b) If the tenth day falls on a weekend or holiday, the notice of appeal shall be considered effective if it is delivered to the Airport Manager before 5:00 o'clock p.m. on the first regular business day following the expiration of the ten (10) days specified herein.
- (c) The Airport Board shall hear and decide all appeals from the Airport Manager's decision to revoke or deny an application for an Airport Business Permit. Upon receipt of written notice of intent to appeal, the Airport Manager shall schedule a hearing on the appeal, which hearing shall be held no later than 10 days after notice of appeal is received by the Airport Manager.
- (d) Applicant shall be notified in writing of the date, time and place of the scheduled appeal review by the Airport Board, and of the applicant's right to appear and participate in the appeal hearing.
- (e) If Applicant fails to appear at the hearing, the appeal shall be deemed to have been waived by Applicant, and the denial of the permit shall become final.
- (f) If the Applicant appears at the hearing, the Airport Board shall permit the applicant and the Airport Manager to present arguments and evidence, and may ask questions of each.
- (g) The Airport Board shall render its decision in writing within ten (10) calendar days after the conclusion of the appeal hearing, and its decision shall be final.

Article IIC – General Contractual Provisions

Section 2C.01. Intent of Article.

These regulations prescribe Minimum Standards for the conduct of Aeronautical Commercial Activities at the Airport and specify certain clauses that will be included in lease, license, permit or concession agreements enabling the conduct of such activities.

The terms herein shall be applied uniformly to all Persons operating on or desiring to operate from the Airport.

Section 2C.02. Overriding Right of Airport Board.

Any clause herein to the contrary notwithstanding, the Airport Board reserves the right to develop and make any improvement to the Airport or to make any repairs to the Airport or any facility thereon that it deems is in its and the public's best interest. The Airport Board may make any change in any or all of the Minimum Operating Standards, Leases, licenses, permits or concessions, either retroactively or prospectively, when required by state or federal government agencies for compliance with the applicable grant provisions or related governmental policies.

Section 2C.03. All Leases, Licenses, Permits, and Agreements Subject to Certain Provisions.

Unless otherwise provided in the Airport Code, all leases, licenses, permits or agreements with the Airport Board are subject to the following provisions:

- (a) Rights to engage in specific activities at the Airport are not Exclusive Rights;
- (b) Airport users must agree to defend, indemnify and hold harmless the Airport Board, the City, the County, and their elected or appointed officials, officers, representatives, managers, commissioners, agents and employees from and against all damages, claims, suits, actions, losses and expenses (including, but not limited to court costs, costs of expert witnesses and reasonable attorney's fees) for Personal injury or death or for property damage or loss arising out of the use of the Airport, or from the operation or use of any vehicle owned by either the City or County;
- (c) A termination clause allowing the Airport Board to terminate the Commercial Operator's lease, license, permit or agreement no later than thirty (30) days after notice of default is given to the Commercial Operator if the Commercial Operator fails to cure its default within the thirty (30) day period, and allowing the Airport Manager to terminate the Lease, license, permit or agreement immediately if the Commercial Operator fails to maintain the required insurance;
- (d) No improvements or modifications to Airport property may be made without the prior written consent of the Airport Board, and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, the Commercial Operator shall submit detailed construction plans and specifications to the Airport Board for approval. Upon completion of the construction, the Commercial Operator shall provide the Airport Board two (2)

complete sets of detailed plans and specifications of the work as completed. All improvements or modifications made to Airport property shall become the property of the Airport, at no cost to the Airport upon termination of the Commercial Operator’s lease, license, permit or agreement;

- (e) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written consent of the Airport Manager. The Airport Manager may require any potential assignee to submit biographical and financial information at least thirty (30) days prior to a proposed assignment; and.
- (f) Must comply with all applicable FAA requirements.

Article IID – Insurance

Section 2D.01. General Insurance Requirements.

Each Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business to be conducted:

*Amount of Coverage
(Combined Single Limit)*

(a) FBO:

Commercial general aviation liability policy with coverages for premises, operations and product/liability.....	\$1,000,000.00
Commercial General Liability.....	\$1,000,000.00
Products Completed Operations.....	\$1,000,000.00
Hangar keeper’s liability.....	\$1,000,000.00
Personal Injury(including death).....	\$1,000,000.00

(b) Airframe and power plant repair; avionics, instrument or propeller repair:

Commercial general aviation liability policy with coverages for premises, operations and product/liability.....	\$1,000,000.00
Hangar keeper’s liability.....	\$1,000,000.00

(c) Air taxis and charter:

Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
Aircraft liability with coverage for bodily injury and property	

damage, including passengers.....	\$1,000,000.00
 (d) <u>Aircraft rental; flight training; commercial Flying Club:</u>	
Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
Aircraft liability with coverage for bodily injury and property damage, including passengers.....	\$1,000,000.00
Student and renter's liability.....	\$1,000,000.00
	<i>Amount of Coverage (Combined SingleLimit)</i>
 (e) <u>Specialized commercial aeronautical activities:</u>	
Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
Aircraft liability (if Aircraft used in operation).....	\$1,000,000.00
 (f) <u>Clubs:</u>	
Commercial general aviation liability policy with coverages for premises and operations.....	\$1,000,000.00
 (g) <u>Hangar operation:</u>	
General liability policy.....	\$1,000,000.00
 (h) <u>Automobile Liability Coverage:</u>	
General liability policy.....	\$1,000,000.00
Hangar keeper's liability.....	\$1,000,000.00
 (i) <u>Special instructions:</u>	
Any Operator self-fueling shall have a minimum general liability policy	\$1,000,000.00

Any Operator using service vehicles on Airport premises in support of its operations shall maintain the following additional coverage: Motor vehicle liability..... \$1,000,000.00

- (j) All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with respect to the City and/or County.

Section 2D.02. Additional Insurance Required.

In addition to the types and amounts of insurance required by this Article, each Commercial Operator shall at all times maintain such other insurance as the Airport Board may reasonably determine to be necessary for such Commercial Operator’s activities.

Section 2D.03. Form of Insurance.

All insurance shall be in a form and from an insurance company with a Best’s financial rating of at least B ++ 6. All policies, except worker’s compensation policy, shall name the City/County and their elected or appointed officials, officers, representatives, managers, commissioners, agents and employees as “Additional Insureds,” and the Commercial Operator shall furnish to the Airport Manager certification of insurances evidencing the required coverage cited herein prior to engaging in any Commercial Activities. Such certificates shall provide for unequivocal thirty (30) day notice of cancellation, or material change of any policy limits or conditions.

Article IIE – General Operational Requirements.

Section 2E.01. Taxiway Access.

If not already provided, each Commercial Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport’s Taxi-Way/Taxi Lane/Apron/Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Commercial Operator’s premises.

Section 2E.02. Right-of-Entry Reserved.

The Airport Manager may, at all reasonable times, enter upon each Commercial Operator’s premises for any lawful purpose, provided that such entry does not unreasonably interfere with the Commercial Operator’s use of the premises.

Section 2E.03. Commercial Operator Rates and Charges.

Each Commercial Operator may determine the rates and charges for all of its activities and services, provided that such rates and charges are approved as provided for herein

and that they are reasonable and fairly applied to all of the Commercial Operator's customers.

Article IIF – Fixed Base Operators

Section 2F.01. Fueling.

Only an approved FBO may sell aviation fuel to the general public. A permit-holder for self-Fueling Operations shall not dispense Aircraft fuel to another Airport user.

Section 2F.02. Fuel Flowage Fees.

All fueling operators shall pay the Airport Fuel Flowage Fees. Airport Fuel Flowage Fees will be paid on all fuel (100LL, Jet A, Vehicle, Diesel etc. etc.) dispensed on Airport property. The fees shall be set by the Airport Board and published in the Airport Rates and Charges. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market and competitors' prices dictate.

Section 2F.03. Land and Facility Requirements

- (a) Apron: An FBO must have use of at least 96,000 square feet of either Airport property or tenant developed (not including any building area, automobile parking area, and fuel storage area) to support Aircraft operations. This area shall accommodate the following:
 - 1. Airplane Design Group II Aircraft (wingspans up to seventy-nine (79) feet);
 - 2. Transient Aircraft parking for twenty (20) jet Aircraft;
 - 3. Circulation taxilanes to facilitate access to/from Aircraft parking and staging areas; and
 - 4. Adequate area to simultaneously accommodate Transient Aircraft operations, towing of Aircraft to/from storage hangars/patio hangars, and staging of based Aircraft.
- (b) Terminal Building: An FBO must have use of a terminal building, either Airport property or tenant developed, consisting of at least 2,000 square feet with a minimum of at least 1,500 square feet dedicated to customer service and support functions.
- (c) Hangar Space: An FBO must have use of at least 24,000 square feet of Hangar space with at least 14,000 square feet dedicated to Aircraft Storage and at least 10,000 square feet dedicated to Aircraft Maintenance and Repair. Maintenance

Hangar floor space shall not be considered Aircraft Storage space for this requirement.

- (d) Shop: An FBO must have use of at least 2,000 square feet of shop space to support Aircraft Maintenance and Repair activities, including the storage of parts and accessories.

Section 2F.04. Hours of Operation

An FBO shall provide Jet and Avgas for Aircraft fueling and line services seven (7) days per week, from half an hour before sunrise until half an hour after sunset.. Additionally, an FBO shall be open for Aircraft maintenance and repair open at least eight (8) hours per day, five (5) days per week. An FBO shall also be on-call twenty-four (24) hours per day with after-hours response times of one (1) hour or less.

Section 2F.05. Subcontracting Services, Subleasing; Restrictions

- (a) An FBO shall not subcontract any activities except for Major Aircraft Alterations and Repair services and the retail sale of Aircraft parts and accessories, provided that such subcontractor meets the requirements of these Minimum Operating Standards as stated therein and operates from the FBO's premises and in such areas as are approved by the Airport Board.
- (b) An FBO shall not sublease, permit or allow any other Person to operate as a Specialized Aircraft Repair Services Operator or as a Specialized Commercial Flying Services Operator within the FBO leased or permitted area, or to conduct any business venture which directly or indirectly relates to aeronautics or flight, without the prior written approval of the Airport Board.

Section 2F.06. Minimum Requirements of FBO Services.

- (a) Aviation fueling:

1. An FBO shall comply with the International Fire Code, 2000 edition, as published by the International Code Council, Inc., and as amended by the City Council for the City of Kerrville, FAA Advisory Circular 150/5230-4, as amended, all requirements of the Airport Code, and all other applicable laws and regulations related to Aircraft fuel handling, dispensing and storage.
2. An FBO shall construct (or install) and maintain an on-Airport above ground fuel storage facility in a location approved by the Airport Manager. The fuel storage facility shall have total capacity for three days supply of aviation fuel for both Jet and Avgas serviced by the FBO. In no event shall the total storage capacity be less than:

- 12,000 gallons for Jet fuel storage;
- 12,000 gallons for Avgas storage; and
- An FBO shall demonstrate the capability to expand fuel storage capacity within a reasonable time period.

Nothing in this section shall preclude the construction and operation of a shared fuel farm by one or more FBO's.

3. An FBO shall not construct or modify any fuel storage or distribution facilities without the written consent of the Airport Board.
4. An FBO shall provide dispensing equipment sufficient to serve the needs of the Aircraft normally frequenting the Airport, including the provision of at least two Jet fuel refueling vehicles and one Avgas refueling vehicle. Jet fuel refueling vehicles shall have single-point and over-the-wing fueling capabilities and minimum capacity of 2,000 gallons. Avgas refueling vehicles shall have minimum capacity of 750 gallons. An FBO shall have access to a back-up Avgas refueling vehicle (with the same capabilities and minimum capacities). All equipment must be approved by the Airport Manager prior to its use for Airport Purposes. The metering devices shall be annually inspected, checked and certified by appropriate state and local agencies. The Airport Manager may inspect such equipment periodically to ensure compliance with all standards.
5. An FBO shall require all of its fuel-handling Personnel to attend training courses, obtain a fuel handler's permit, and receive periodic refresher training as required by the Airport Board and City Fire Department. An FBO shall develop a Standard Operating Procedure for aviation fueling activities and provide a current copy of the same to the Airport Manager. The City fire department, Airport Manager and/or FAA may periodically conduct inspections of the FBO's activities and Personnel to ensure adherence to safe practices.

(b) Aircraft line services:

1. An FBO shall employ and have on-duty during required hours of operation at least one properly trained and qualified employee capable of providing Aircraft fueling, Aircraft parking, and ancillary Aircraft ground services and related customer services and support.

2. An FBO shall have and maintain the equipment that is required to safely and efficiently move (tow) the Aircraft normally frequenting the Airport, including a tug and tow bars with rated draw bar pull sufficient for such Aircraft.
3. An FBO shall maintain tools, jacks, tugs, tire repair equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, chocks, ropes and tie-down supplies as are necessary for the servicing of Aircraft types expected to use the Airport.

(c) Major Aircraft Maintenance and Repair Services:

An FBO shall –

1. Provide major airframe, engine and accessory overhaul repair services for piston, turboprop, and turbine Aircraft;
2. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station; and
3. Have on-duty during normal business hours at least one Person who is currently certified by the FAA with ratings appropriate to the work being performed and holds an airframe, power plant, or Aircraft inspector rating.

(d) Sale of Aircraft parts and accessories:

An FBO shall provide retail sales of Aircraft parts and accessories as are necessary for the servicing of Aircraft types expected to use the Airport.

Section 2F.07. Monthly Fees.

- (a) An FBO shall pay fees as prescribed by lease, license, permit or agreement, and as are published in the Airport Rates and Charges. At a minimum, said lease, license, permit or agreement shall include a monthly land rental payment commensurate with market rates, and the Airport Fuel Flowage Fee.
- (b) All payments due the Airport shall be made payable to the Airport and shall be delivered to the Airport Manager.

Article IIG -- General Aviation Specialty Services

Section 2G.01. Hangar/Patio Hangar Leasing Services.

A Hangar Leasing Services Operator may engage in the business of constructing and operating Hangars and/or Patio Hangars to be leased. A Hangar Leasing Services Operator shall comply with the following:

- (a) Lease sufficient land to accommodate the proposed number of hangars and/or Patio Hangars based on the following.
 - 1. Compliance with any applicable FAA minimum standards for the storage of Aircraft for Hangars and Patio Hangars.
 - 2. Hangar Leasing Services Operator shall register with the Airport Board only as many Aircraft to be based at the Airport as can be stored within the Operator's Hangars or Patio Hangars under all applicable minimum standards.
- (b) The construction plans and specifications for any Hangars and/or Patio Hangars to be constructed are subject to the written approval of the Airport Board.

Section 2G.02. Aircraft Sales Services.

An Aircraft Sales Services Operator shall:

- (a) Lease from an Airport Tenant or the Airport Board or have other access to a minimum of 100 square feet of office space.
- (b) If conducting sales services, maintain an approved Aircraft dealer's certificate from the State of Texas.
- (c) Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

Section 2G.03. Aircraft Maintenance and Repair Services.

An Aircraft Maintenance and Repair Services Operator shall:

- (a) Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station;

- (b) Employ and have on-duty during normal business hours at least one Person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or Aircraft inspector rating; and
- (c) Not conduct Major Maintenance and Repair operations, or business activities at any time inside Hangars or other structures not designed for such activities. Specific lease agreement and/or fire codes shall determine what Hangars other structures shall be approved for Major Maintenance and repairs;

Section 2G.04. Aircraft Leasing or Rental Services.

An Aircraft leasing or rental services operator shall:

- (a) Have use of appropriate office space; and
- (b) Have at least one Person on-duty during normal business hours.

Section 2G.05. Flight Training Services.

A Flight Training Services Operator shall:

- (a) Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operation of the Flight Training Services for the amount and type of training involved; and
- (b) Have on-duty during normal business hours at least one instructor who is currently certified by the FAA to provide the type of training offered.

Section 2G.06. Specialized Aircraft Repair Services.

A Specialized Aircraft Repair Services Operator shall:

- (a) Employ and have on-duty during normal business at least one Person who is currently certified by the FAA with ratings appropriate to the services offered; and
- (b) Not conduct operations or business activities at any time inside Hangars other structures not designed for such functions. Specific lease agreements and/or fire codes shall determine what Hangars or other structures shall be approved for the Operator's Specialized Aircraft Repair Services;

Section 2G.07. Aircraft Charter Services.

An Aircraft Charter Services Operator shall:

- (a) Have use of appropriate office space;
- (b) Have on-duty during normal business hours at least one Person who holds current FAA commercial pilot and medical certificates and ratings appropriate for the Operator's flight activities. All flight crews shall be properly rated for the Aircraft operated, and the Operator shall provide reasonable assurance of the continued availability of qualified operating crews;
- (c) Own or lease exclusively by written agreement Aircraft currently certified and continuously airworthy. All Aircraft shall meet the requirements of the FAA certificate held by the Aircraft Charter Service Operator; and
- (d) Have and provide the Airport Manager with, appropriate and current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

Section 2G.08. Specialized Commercial Flying Services.

A Specialized Commercial Flying Services Operator shall:

- (a) Have use of appropriate office space, either at the Airport or at such other off-Airport location as needed for proper operation of the Commercial Flying Services; and
- (b) Have on-duty during normal business hours at least one Person who holds current commercial pilot and medical certificates with appropriate ratings for the Aircraft to be flown.

Section 2G.9. Mobile Aircraft Washing Services.

Aircraft washing is restricted to designated wash rack areas and/or other areas permitted under an approved Aircraft-washing plan. Mobile Aircraft Washing Services Operators shall submit Aircraft washing plans to, and receive approval from the Airport Manager prior to engaging in any Aircraft washing activity:

- (a) An Aircraft washing plan that contains the following information:
 - 1. Name of individual/company conducting washing services, contact name and phone number; and

2. A site map of the area in which washing will occur. The site map must contain the following;
 - i) An outline of the washing location to include location of runoff control structures;
 - ii) Approximate distance (in feet) from washing area to nearest drain(s);
 - iii) Reference to buildings, terminal, roads, etc.; and
 - iv) North arrow.

- (b) A detailed description of washing method/operation, including the following details:
 1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.);
 2. Amount of water used per wash and frequency of operation;
 3. Name and amount of chemical(s) used per wash; and
 4. If “dry” washing or waxing/coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).

- (c) Material safety data sheets (MSDS) for all chemicals to be used; and

- (d) The method of disposal of retrieved wash/waste water. If water is to be disposed of on Airport property the following steps must be taken:
 1. Disposal of wash/waste water must be done through an oil/water interceptor in to the sanitary sewer system; and
 2. Approval for the discharge of wash/waste water on Airport property must be obtained from the Airport Manager. The approval letter must be included in the final washing plan.

Section 2G.10. Mobile Aircraft Maintenance and Repair Services.

- (a) A Mobile Aircraft Maintenance and Repair Services Operator shall:
 1. Employ at least one Person, to be on duty during normal business hours, who is currently certified by the FAA with ratings appropriate to the work

being performed and who holds an airframe, power plant, or Aircraft inspector rating; or

(2) Only conduct Aircraft maintenance and repair services on piston Aircraft weighing less than 12,500 pounds certificated maximum takeoff weight

(b) A Mobile Aircraft Maintenance and Repair Services Operator shall not conduct Mobile Aircraft Maintenance or Repairs or business activities at any time inside Hangars or other structures not designed for such function. Specific lease agreement and fire codes shall determine what Hangars or other structures shall be approved for Mobile Maintenance and Repairs.

Section 2G.11. Airport Rental Vehicle Concession Services.

For purposes of determining which of the Airport Rates and Charges apply to a Vehicle rental, a Vehicle shall be considered to be rented at the Airport if:

- (a) The Vehicle is delivered to the customer at the Airport; or
- (b) The rental agreement is entered into at the Airport even though the Vehicle is delivered elsewhere; or
- (c) The customer is picked up at the Airport and transported to the Operators' off-Airport location for the purposes of renting a Vehicle.
- (d) The Vehicle was reserved in advance at the Airport; or
- (e) A Vehicle rented at the Airport is exchanged for another Vehicle at any location within twenty-five (25) miles of the Kerrville Airport for a time period running consecutively with the original rental agreement.

Section 2G.12. Airport Catering Services.

For purposes of determining which of the Airport Rates and Charges apply, catering services shall be considered to be airport catering services if catering is delivered to the customer at the Airport for the purpose of in-flight food service.

ARTICLE III – AIRPORT RULES AND REGULATIONS

Article IIIA General Rules And Regulations For Use Of Airport

Section 3A.01. Purpose of Rules and Regulations.

Airport Rules and Regulations provided in this document and any amendments thereto, adopted pursuant to the Airport Code, are intended for the safe, orderly and efficient operation of the Airport, and apply to all Persons using the Airport for any reason.

Section 3A.02. Conflicting Laws, Ordinances, Regulations and Contracts.

- (a) In any case where a provision of these Regulations is found to be in conflict with any other of its provisions, or to be in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the City, County, or state the provision which establishes the higher standard for the promotion and protection of the health and safety of the public shall prevail.
- (b) In cases where two or more provisions of Airport Rules and Regulations are in conflict, the most stringent or restrictive shall prevail.
- (c) It is not intended by these regulations to repeal, abrogate, annul, or in any way impair or interfere with existing or future provisions of other laws, ordinances, codes, rules or regulations except those specifically repealed by this Code, or to excuse any Person from performing obligations to the City or County under any existing or future Lease or other contract, and compliance with these regulations does not excuse failure to comply with any other law.

Section 3A.03. Responsible party.

Any Person accessing the Airport shall be responsible for his actions and all actions of any Person to whom he provide access, whether directly or indirectly.

Section 3A.04. Minimum Operating Standards.

Prior to commencing any Aeronautical or Commercial Activities at the Airport, all Persons shall comply with all applicable requirements concerning such activities as are set forth in this Code.

Section 3A.05. Closing of Airport.

In the event that the conditions of the Airport are unsafe for Aircraft Operations, it shall be within the Airport Manager's authority to close the entire Airport or any part thereof for the time required to correct the unsafe conditions.

Section 3A.06. Enforcement.

In the event that any Person violates these regulations, The Airport Board may call upon City or County law enforcement officers to impound property and/or impose fines as provided for under the Airport Code or other applicable laws. The Airport Board may also deny use of the Airport to any Person violating these regulations.

Section 3A.07. Appeals.

- (a) An applicant may appeal any adverse action or decision of the Airport Manager by providing written notice to the Airport Manager of intent to appeal such within ten (10) calendar days of said action or decision.
- (b) If the tenth day falls on a weekend or holiday, the notice of appeal shall be considered effective if it is delivered to the Airport Manager before 5:00 o'clock p.m. on the first regular business day following the expiration of the ten (10) days specified herein.
- (c) The Airport Board shall hear and decide all appeals from Airport Manager decisions. Upon receipt of written notice of intent to appeal, the Airport Manager shall schedule a hearing on the appeal, which hearing shall be held no later than 10 days after notice of appeal is received by the Airport Manager.
- (d) The appellant shall be notified in writing of the date, time and place of the scheduled review by the Airport Board, and shall be advised of his right to appear and participate in the appeal hearing.
- (e) When required in the interests of fairness, the presiding officer of the Airport Board may grant a continuance of the hearing, but all hearings shall be heard not later than forty-five (45) days after the date that the notice of appeal was filed.
- (f) The appellant may be represented by counsel at the hearing and the Airport Manager may be represented by the Contractor's attorneys. Both the appellant and the Airport Manager shall have the right to present evidence through testimony or exhibits and to cross-examine witnesses. The Airport Board shall preside over the proceedings and shall determine the order and manner of proof.

The Airport Board members may question the witnesses. The hearing shall be informal and the rules of evidence shall not apply.

- (f) If the appellant fails to attend the hearing, the appeal shall be deemed to have been waived, and the Airport Manager's decision shall become final.
- (g) The Airport Board may announce its decision orally at the conclusion of the hearing, but in any event shall render its decision in writing within ten (10) calendar days after the conclusion of the appeal hearing, unless all parties stipulate that additional time is required in order for the Airport Board to render a fair decision. The Airport Board's decision shall be based on a preponderance of the evidence found, and its decision shall be final.
- (h) When a denial of use is the subject of an appeal under this Section, the denial of use shall not be effective unless it is sustained by the Airport Board. The denial of use shall be effective immediately when the ruling is made by the Airport Board at the time of the hearing, or upon mailing of the written notice of ruling as provided in this section, when the ruling is made at a time after the hearing is concluded

Section 3A.08. Aircraft Parking.

- (a) No Person shall park any Aircraft at the Airport except within an Aircraft Parking or Storage area.
- (b) No Person shall park an Aircraft in an Aircraft Parking and Storage area without first having obtained an Aircraft Storage permit if such a permitting process is then in effect.
- (c) Any Person who parks an Aircraft in a transient Aircraft Parking and Storage area shall remit to the Airport Manager or FBO any applicable transient parking fees, as approved by the Airport Board.
- (d) Any Aircraft parked in violation of this section that presents an operational or safety concern in any area of the Airport, shall be moved on order of the Airport Manager, the Owner's expense. The City/County shall not be liable for any damages that may result from the relocation of the Aircraft.

Section 3A.09. Aircraft Hangars.

- (a) Aircraft storage Hangars shall only be used for the following purposes:
 - 1. Storage and parking of Aircraft and associated Aircraft equipment and supplies as approved by the Airport Manager. Aircraft parked in

Hangars and Patio Hangars shall be parked in a manner so as to be completely contained in their designated space and not obstruct adjacent Aircraft Parking and Storage areas or Taxi-lanes, except for purposes of immediate and temporary staging and fueling of such Aircraft; and

2. Parking of non-Aircraft vehicles that display a valid Airport vehicle permit, should such a permitting process then be in effect.
- (b) Use of Aircraft Hangars (including Patio Hangars) shall be subject to the following restrictions:
1. No Major Aircraft Alterations and Repairs shall be performed in Hangars except by properly licensed Persons.
 2. Where no Personnel exit is provided, the sliding Hangar doors shall remain open as required by any applicable Fire Code(s) then in effect, and
 3. Oily rags, oil wastes, rags and other rubbish and trash may only be stored in containers with self-closing, tight-fitting lids as approved by the Airport Manager.
- (c) Aircraft Hangars shall be subject to inspections by the Airport Manager and City Fire Department to ensure compliance with all laws, ordinances and this Code.
- (d) Requirement for Aircraft Hangar Construction: In no event shall the Airport Manager authorize construction or erection of a structure unless aircraft hangar is constructed of permanent metal and/or masonry construction, has a concrete slab floor, conforms to planning and zoning requirements and, as a minimum, meets applicable building, fire and other codes or standards applicable in the City and/or on the Airport. Any aircraft hangar constructed, including specifications and color, shall be approved by the Airport Manager.

Section 3A.10. Aircraft T-Hangars.

In addition to other provisions regarding Hangars contained herein, the following restrictions apply to T-Hangars:

- (a) Major Aircraft Alterations and Repairs or Preventive Aircraft Maintenance shall not be conducted in or from any Hangar for any Aircraft not listed on the permit or lease for that Hangar without prior written approval from the Airport Manager.

- (b) Oxygen or any combustible compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed for the cylinder(s) or tank(s). Compressed gas cylinders or tanks must have pressure relief devices installed and properly maintained. Cylinders or tanks not in use shall have a transportation safety cap installed; and
- (c) Except for trickle chargers, batteries shall only be charged while the Owner, Operator or Tenant is in attendance. Aircraft batteries when installed in an Aircraft shall not be connected to a charger when the Aircraft is located inside or partially inside a Hangar.

Section 3A.11. Aircraft Patio-Hangars and Tie-Downs.

- (a) Aircraft Patio Hangars and Tie-Downs shall only be used for the following purposes:
 - 1. Storage and parking of the Aircraft listed on the Aircraft Storage Permit, if any, for that Patio-Hangar or Tie-Down permittee. Aircraft will be parked in a manner so as to be completely contained within the Aircraft parking space and not obstructing adjacent Aircraft Parking and Storage areas or Taxi Lanes, except for purposes of immediate and temporary staging and fueling of such Aircraft; and
 - 2. Conducting Preventive Aircraft Maintenance on the Aircraft listed on the Aircraft Storage Permit, if any, for that Patio-Hangar or Tie-Down and in accordance with applicable regulations.
- (b) Use of color-coded Tie-Downs, if any, shall be subject to the following restrictions:
 - 1. Tie-Downs painted white are reserved tie-downs and shall not be used without the user first receiving an approved Aircraft Storage Permit; and
 - 2. Tie-Downs painted yellow are Transient Aircraft Tie-Downs for the purposes of short-term or overnight parking. No Person shall park an Aircraft in a Transient Aircraft Tie-Down for a period greater than fourteen (14) consecutive calendar days unless identified by an FBO as a Transient Aircraft client. If any Aircraft is parked in violation of this section, or, in the determination of the Airport Manager, presents an operational or safety concern in any area of the Airport, the Airport Manager may cause said Aircraft to be delivered into the care of an FBO at the Airport at the Owner's/Operator's expense and without liability for damage which may result in the course of such moving.

Section 3A.12. Aircraft Maintenance Areas.

Aircraft maintenance areas as designated by the Airport Board, shall only be used for Preventive Aircraft Maintenance and in accordance with the posted rules at each maintenance area. Major Aircraft Alterations and Repairs shall only be conducted in designated Aircraft maintenance areas.

Section 3A.13. Wash Racks.

Wash racks shall be used for purposes of washing and polishing Aircraft, and any other purpose approved by the Airport Manager. Washing/cleaning materials and run-off shall be used and disposed of in compliance with all applicable federal, state, county and local laws and regulations.

Section 3A.14. Airside Roads.

Airside roads shall only be used by authorized Vehicles, which include all Airport administration vehicles, FBO fuel trucks, and other Vehicles with prior written approval from the Airport Manager.

Section 3A.15. Passenger Loading.

No Person shall enplane or deplane an Aircraft operated for the purpose of Commercial Activity that has a seating capacity greater than eight (8) passengers except at designated Gate Positions, or in other areas determined by the Airport Manager.

Section 3A.16. Terminal Gate Positions.

Terminal gate positions, if any, shall only be used for the parking of Aircraft for periods up to two (2) hours, unless otherwise authorized in writing by the Airport Manager. Additionally, no Person shall repair any Aircraft while it is parked at a terminal gate position, except when repairs are needed to relocate the Aircraft.

Section 3A.17. Smoking Areas.

No Smoking shall be permitted within fifty (50) feet of an Aircraft, fuel truck or fuel storage area, or any other location where smoking is prohibited by law, or any other location designated by the Airport Manager as a no-smoking area.

Section 3A.18. Restricted Areas.

- (a) No Person shall enter the Airside area, except as necessary for the lawful use of an Aircraft thereon, or to conduct a permitted business activity, without prior consent of the Airport Manager.

- (b) No Person shall enter any area posted as being closed to the public, except with the consent of the Airport Manager.
- (c) No Person shall enter into, remain in, or place any object in, or remove any object from any Hangar, Patio-Hangar or other Building at the Airport without prior consent of either the Airport Manager, or the Person with the legal right of possession of such Hangar or Building.

Section 3A.19. Access Codes/Devices.

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

Section 3A.20. Self-services.

- (a) Persons are permitted to fuel, wash, repair, paint, or otherwise service their own Based Aircraft, provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Regulations and all applicable laws.
- (b) An Aircraft owner may hire an individual or a Technical Specialist to provide, under his direction and supervision, services only on the owner's Based Aircraft.
- (c) Aircraft owners shall notify the Airport Manager at least one (1) hour in advance of any Technical Specialist performing maintenance services on any Aircraft.

Section 3A.21. Major Aircraft Alterations and Repair.

Major Aircraft Alterations and Repairs are prohibited on the Airport except:

- (a) By a Person holding a valid Airport Business Permit, if any, for such activity;
or
- (b) By the owner of the Aircraft in compliance with these regulations.

Section 3A.22. Maintenance of Premises.

All Persons having possession, control or use of any portion(s) of the Airport shall at all times maintain such premises in clean, serviceable, safe and operable condition and repair. No Person shall store or stock materials or equipment in such a manner as to be

unsightly or constitute a hazard to Personnel or property, as determined by the Airport Manager.

Section 3A.23. Waste Containers and Disposal.

All Persons using the Airport shall dispose of all waste in appropriate waste containers. All waste disposal shall be in accordance with direction by the Airport Manager and all applicable laws and regulations.

Section 3A.24. Storage, Transfer and Cleanup Charges.

The Airport Manager may call upon City or County law enforcement officers or other government officials to remove and impose storage, removal and transfer charges upon any property unlawfully located at the Airport. The Contractor may clean up any material unlawfully spilled, placed or otherwise deposited at the Airport and may assess the cost of the cleanup and any and all related expenses against the responsible Person.

Section 3A.25. Model Aircraft, Kites, Fireworks, etc.

Per FAA criteria, no Person shall fly, release or use a model Aircraft, rocket, kite, fireworks, laser, balloon, parachute, etc., within five (5) miles of the Airport if such activity would create a hazard to Aircraft Operations, or as otherwise determined to be hazardous by the Airport Manager or Airport Traffic Control Tower should one be active.

Section 3A.26. Commercial Photography.

No Person shall take still, motion or sound pictures, including digital images of, or at, the Airport for commercial purposes without first receiving written approval from the Airport Manager, and paying any applicable fees.

Section 3A.27. Advertisements.

No Person shall post, distribute or display signs, advertisements, circulars, printed or written matter at the Airport without permission from the Airport Manager.

Section 3A.28. Animals.

No Person shall enter the Airport with a dog or other animal unless the animal is, and remains restrained by a leash or properly confined as determined by the Airport Manager.

Section 3A.29. Disorderly Conduct, Intoxicating Liquors, etc.

(a) No Person shall:

1. Commit any disorderly, obscene, or unlawful act, or any nuisance on the Airport: or
2. Drink any alcoholic beverage upon any portion of the Airport open to the public except in such facilities as may be lawfully established for alcoholic beverage dispensing, or other place as shall be properly designated for alcoholic beverage dispensing by the Airport Manager for the purpose of a special event.

(b) No unauthorized Person shall enter upon or loiter on or about the Airport.

Section 3A.30. Property Damage, Injurious or Detrimental Activities.

No Person shall destroy, deface, injure or disturb in any way Airport property or conduct at the Airport activities that are injurious, detrimental or damaging to Airport property or to activities and business of the Airport. Any Person causing, or liable for, any damage shall be required to pay on demand the full cost of repairs.

Section 3A.31. Alteration of Airport Property.

No Person shall make alterations to any signs, Buildings, Aircraft Parking and Storage areas, Leased Areas or other Airport property, nor erect any signs, Buildings or other structures without prior written permission of the Airport Manager. Such Persons shall comply with all building codes and permit procedures of the Airport and shall deliver to the Airport Manager as-built plans upon completion.

Section 3A.32. Lost articles.

Lost articles found in public areas of the Airport shall be turned in to the Airport Manager's Office or to an FBO staff member. Unclaimed articles will be disposed of as Abandoned Property according to law.

Section 3A.33. Abandoned Property.

No Person shall abandon any property on Airport property or in any Building on the Airport.

Section 3A.34. Flying Clubs.

A Flying Club ("Club") shall meet the following standards:

- (a) At the time of applying for a lease, license, permit or agreement with or from the Airport Board to operate at the Airport, the Club shall furnish the Airport Manager with a copy of its documents of organization; the Club's list of

members, including names of officers and managers; evidence of required insurance; a description of all Aircraft used; evidence that such Aircraft are properly certificated; evidence of Ownership of such Aircraft; and any operating rules of the Club;

- (b) All Aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all Ownership or lease rights to such Aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for the operation, maintenance and replacement of its Aircraft and facilities;
- (c) The Club's Aircraft shall not be used by any Person other than the Club's members and shall not be used by any Person for hire, charter or air taxi. Flight instruction may be given in Club Aircraft; and
- (d) The Club shall pay fees as prescribed by Lease, license, permit or agreement, and any applicable fees identified on the Airport rates and fees schedule.

Section 3A.35. Living Quarters.

No Person may make any temporary or permanent living quarters on Airport property.

Section 3A.36. Through-the-Fence Policy.

No Person shall be permitted direct ground access to or from the Airport by his Aircraft or his Vehicle from property adjacent to the Airport.

Article IIIB – Aircraft Rules

Section 3B.1. Landing and Takeoff of Aircraft.

- (a) Except in an emergency, all fixed wing Aircraft landings and takeoffs shall be made on a Runway.
- (b) Landing Aircraft shall clear the Runway as soon as practical, consistent with safety, taxiing ahead to the nearest turn-off.
- (c) No Aircraft may take-off or land on a closed Runway.

Section 3B.2. Aircraft Wingspan Restrictions.

Aircraft with wingspans exceeding the wingspan for designated areas shall not occupy a Hangar, Patio-hangar or Tie-down, or operate in such areas of the Airport .

Section 3B.3. Traffic Patterns and Noise Abatement Procedures.

- (a) Left traffic patterns shall be utilized for all landings and take-offs for all Runways.
- (b) Runway 12 is the preferred Runway when winds are less than five (5) knots.
- (c) Arrivals and departures to and from the Airport shall avoid flight over populated, residential, or noise sensitive areas whenever possible, consistent with safety. Aircraft operators are expected to follow appropriate noise abatement procedures.
- (d) Formation takeoffs are prohibited, except with permission of the Airport Manager for special events.

Section 3B.4. Traffic Pattern Altitudes.

Traffic pattern altitudes above ground level (AGL) for Aircraft Operations at the Airport are as follows:

- (a) Helicopters, five hundred (500) feet (AGL).
- (b) Propeller (piston), one thousand (1,000) feet (AGL).
- (c) Turbine-powered, one thousand five hundred (1,500) feet (AGL).

Section 3B.5. Disabled Aircraft.

Aircraft owners and operators shall be responsible for the prompt removal of disabled Aircraft and parts thereof, unless required or directed by the Airport Manager or the FAA or the NTSB to delay such action pending an investigation of an Accident. In the event of failure to promptly remove such disabled Aircraft, the Airport Manager may cause the Aircraft to be removed and bill the owners thereof for all charges incurred in the removal. The City/County shall not be responsible for damage to disabled Aircraft removed by the owner, the operator, or other Persons.

Section 3B.6. Ultra-light Aircraft.

No ultralight Aircraft may land or take off at the Airport without prior written permission of the Airport Manager and having complied with all sections of FAR Part 103.

Section 3B.7. Running of Aircraft Engines.

Aircraft engines shall only be run at idle when on the ground, except as may be necessary for safe taxiing operations, taking off, landing, preflight testing, and maintenance testing. At no time shall Aircraft engines be operated while the Aircraft is in a Hangar or Patio-Hangar. All Aircraft preflight engine run-ups shall be conducted in the appropriate run-up areas.

Section 3B.8. Exhaust and Propeller Blast.

No Aircraft engine shall be started or Aircraft taxied where the exhaust or propeller blast may cause injury to Persons, or do damage to property, or spread debris.

Section 3B.9. Taxiing of Aircraft.

No Person shall taxi an Aircraft without first taking all necessary precautions to prevent a collision with other Aircraft, Persons or objects. Aircraft shall not be taxied into or out of any Hangar, Patio-hangar, or other covered area. No Person shall taxi an Aircraft except on areas designated for taxiing. If it is impossible to taxi Aircraft in compliance with this section, then the engine must be shut off and the Aircraft towed.

Section 3B.10. Common Air Traffic Advisory Frequency.

Aircraft operators shall utilize the common air traffic advisory frequency, 122.7 MHz; to broadcast their intentions as provided in the Aeronautical Information Manual (AIM) Chapter 4.

Section 3B.11. Accident Reports.

Any Persons involved in an Aircraft Accident occurring on the Airport, shall make a full report thereof to the Airport Manager as soon after the Accident as practical, but in no event later than the time required for reporting the accident to the FAA, NTSB, or to any other governmental agency, or within forty-eight (48) hours of the accident, whichever is sooner. The report shall include the names and addresses of the Persons involved, and a description of the Accident and its cause. A copy of an accident report required by any federal or state law, regulation, or agency, shall also be submitted to the Airport Manager.

Section 3B.12. Interfering or Tampering with Aircraft Prohibited.

No Person shall interfere or tamper with any Aircraft, or use any Aircraft, Aircraft parts, instruments or tools without permission of the Owner, or under the specific direction of the Airport Manager in an emergency.

Article IIIC – Vehicles, Pedestrians, Etc.

Section 3C.1. General requirements.

No Person shall operate a Vehicle on the Airport except in accordance with the following rules, and all federal, state and local law:

- (a) All Vehicles shall yield right of way to Aircraft in motion and emergency Vehicles;
- (b) No Vehicle shall approach closer than one hundred (100) feet to any Aircraft whose engines are running, excluding ground service and emergency Vehicles; and
- (c) All Vehicles, upon entering or exiting an Airport access gate, shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of an unauthorized Vehicle.
- (d) No Vehicle shall be operated on the Runways or Taxiways unless so authorized by the Airport Manager.
- (e) Any Vehicle authorized to operate on the Airport Runways or Taxiways shall display a rotating or steady beacon that complies with FAA Advisory Circular 150/5210-5B.
- (f) All Vehicles that are authorized to operate on Taxiways or the Runways must be equipped with a two-way aviation radio, and must receive a clearance from, and remain in continuous communications with, the Airport Traffic Control Tower (ATCT) should one be active. Regardless whether an ATCT is active, any Vehicle authorized to access the Taxiways or Runways is required to monitor 122.7, the common air traffic frequency for the Airport, and have the ability to communicate with Aircraft via a two-way aviation radio.

Section 3C.2. Licensing, Registration and Insuring of Vehicles.

- (a) No Person shall operate a vehicle of any kind on the Airport without proper registration and a valid state operator's license.
- (b) All vehicles shall maintain the appropriate type and amount of vehicle liability insurance required by state law.

Section 3C.3. Control of Vehicles.

No Person shall operate or park a Vehicle at the Airport in a manner prohibited by signs, pavement markings or other posted signals, or in violation of these Regulations.

Section 3C.4. Speed Limits.

All Vehicles shall be operated in compliance with any posted speed limits at the Airport. The maximum speed limit for all Vehicles in the Airside area, with the exception of authorized municipal vehicles in the performance their official duties, is fifteen (15) miles per hour, unless posted otherwise.

Section 3C.5. Authority to Remove Vehicles.

The Airport Manager may cause to be removed from any area of the Airport any Vehicle which is disabled, abandoned, parked in violation of these regulations, or which presents an operational problem to any area of the Airport, at the operator's expense and without liability for damage which may result in the course of such movement.

Section 3C.6. Scooters, Bicycles, and Miscellaneous Vehicles.

No Person shall use at the Airport any Vehicle not licensed or otherwise permitted by state law for operation on a public street or highway. This section does not pertain to City/County Vehicles or Vehicles used solely for tugging, marshaling, or refueling Aircraft. On a case-by-case basis, and with the prior written approval of the Airport Manager, other modes of transportation may be used on the Airport.

Section 3C.7. Motor homes, Boats and Recreational Vehicles.

Motor homes, boats, and recreational Vehicles shall not be stored anywhere on the Airport unless in accordance with an approved lease, or with the consent of the Airport Board.

Section 3C.8. Parking Restrictions.

- (a) No Person shall park or leave any Vehicle standing, whether occupied or not, except within a designated parking area.
- (b) Aircraft owners and operators may park their Vehicle in covered Aircraft Storage and Parking space designated for their Aircraft, provided that the Vehicle is parked in a manner so as to be completely contained in the Aircraft Parking or Storage Space and not obstruct adjacent areas or Taxi Lanes.

- (c) All parked vehicles must display a valid Airport Vehicle Permit if parked in a designated restricted parking area.

Section 3C.9. Pedestrians in the Airside Area.

No Person shall walk, stand, or loiter in the Airside area where such activity may be an operational or safety concern.

Section 3C.10. Vehicle Repair.

No Person shall clean or make any repairs to Vehicles anywhere on the Airport, other than in designated shop areas, except those minor repairs necessary to remove such Vehicles from the Airport.

Article III D -- Fueling, Flammable Fluids, and Safety

Section 3D.1. Fuel Safety.

All transportation, storage and other handling of Aircraft and Vehicle fuel shall comply with: the International Fire Code, 2000 Edition as published by the International Code Council, Inc. and as amended by the City Council for the City of Kerrville; FAA Advisory Circular 150/5230-4, as amended; all requirements of these Regulations; and all other applicable law or regulations.

Section 3D.2. Unauthorized Fuel Possession and Storage.

Except as expressly permitted by these Regulations, no Person shall possess fuel at the Airport.

Section 3D.3. Storage of Aircraft Fuel Trucks, Trailers and other Aircraft Refueling Devices.

- (a) Aircraft refueling Vehicles, other moveable Aircraft fuel containers and refueling devices shall be stored outside and not less than one hundred (100) feet from a Building, or such other distance as shall be approved by Airport Manager and City Fire Department.
- (b) Aircraft refueling Vehicles shall be parked in a manner, which provides a minimum of ten (10) feet of separation between said Vehicle and any other Vehicle or Aircraft refueling device.

- (c) No Aircraft refueling Vehicle, Aircraft fuel container, or other Aircraft refueling device, empty or otherwise, shall be brought into, kept or stored within any Building at the Airport unless the Building is used exclusively for that purpose.

Section 3D.4. Aircraft Fueling Locations.

All Aircraft fueling shall be performed outdoors. Aircraft being fueled shall be positioned so that Aircraft fuel system vents or fuel tank openings are not closer than twenty-five (25) feet from any Building, Patio-Hangar or Hangar unless otherwise approved by the Airport Manager and City Fire Department.

Section 3D.5. Fueling Requirements.

An FBO or self-fueling Operator shall not engage in Fueling Operations at the Airport without having first been issued a Fueling Operations Permit by the Airport Manager.

Section 3D.6. Applications; issuance and renewal:

- (a) An application for the issuance or renewal of a Fueling Operations Permit shall be on file with the Airport Manager on an application form provided for that purpose, which must be signed by the applicant;
- (b) When an application has been filed with the Airport Manager, he shall make an inspection of such applicant's site, equipment and fuel for the proposed Fueling Operations in order to ensure compliance with all applicable laws, ordinances or regulations;
- (c) The Airport Manager shall issue or renew a Fueling Operations Permit within 30 days of receipt of an application unless one or more of the following is found to be true:
 - 1. The applicant has failed to provide required information or has provided false information in his application;
 - 2. The applicant's proposed Fueling Operations will violate an applicable law, ordinance or regulation;
 - 3. The applicant has had Fueling Operations Permit revoked or suspended within the two years preceding the date of the application; or
 - 4. The applicant has failed to meet the minimum requirements of this division;
and

- (d) A permittee shall display a Fueling Operations Permit issued by the Airport Manager in a conspicuous place on the permittee's premises at all times.

Section 3D.7. Maintenance of Fuel Servicing Vehicles.

Maintenance and servicing of Aircraft fuel servicing vehicles shall be performed outdoors or in a Building approved for that purpose.

Section 3D.8. Open flame.

There shall be no open flames in the Airside area, within fifty (50) feet of any Aircraft, fuel truck, and/or fuel storage area, or where specifically prohibited. The category of open flames and lighted open-flame devices shall include, but shall not be limited to, the following:

- (a) Exposed flame heaters, liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters and gas or charcoal grills;
- (b) Heat-producing, welding, or cutting devices and blowtorches; and
- (c) Flare pots or other open-flame lights.

Section 3D.9. Removal of Gas, Oil, Grease, etc.

In the event of spillage or dripping of gasoline, oil, grease or any other material which may be unsightly or detrimental to the Airport, the same shall be removed immediately and the affected area shall be restored to its condition prior to the spillage or dripping. The responsibility for such removal and restoration shall be assumed by the Operator or Owner of the equipment causing the same, or by the tenant or concessionaire responsible for the spillage or dripping. In the event of failure by the responsible Person to remove the material and restore the affected area, the Airport Manager may arrange for removal and restoration may charge the responsible Person for all resulting costs.

Section 3D.10. Fire Extinguishers.

- (a) All Airport tenants, lessees, licensees and permittees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by applicable fire codes and regulations. Each fire extinguisher shall carry a suitable tag showing the date of most recent inspection.
- (b) At least two (2) fire extinguishers, each having a rating of at least 20-BC, shall be available for use in connection with Aircraft Fuel Handling Operations.

Section 3D.11. Underground Tanks.

There shall be no underground fuel storage tanks at the Airport.

Section 3D.12. Moveable Fuel Storage Tanks.

Unless otherwise approved by the Airport Manager moveable fuel storage tanks are prohibited at the airport except for:

- (a) Fuel trucks constructed, operated and maintained in all respects as required by law;
- (b) Permanent fuel tanks in an operable Aircraft;
- (c) Tanks not exceeding one-gallon capacity/county used solely for sampling and testing fuel, engines and fuel handling apparatus; and
- (d) Tanks lawfully transporting fuel for immediate dispensing into a fuel storage tank permitted by these Regulations. Such vehicles shall access the Airport at a point approved by the Airport Manager and remain under escort by a representative of the company receiving the fuel.

Section 3D.13. Self-fueling.

Except as may be prohibited by other provisions of these Regulations and any other applicable law, Owners of Aircraft based at the Airport who desire to self-fuel their Aircraft, shall apply for and receive a self-fueling permit from the Airport Manager. The preceding sentence does not apply to the use of a self-service fuel facility provided by an FBO.

Section 3D.14. Vehicle fuel.

No Person shall possess vehicle fuel on the Airport except:

- (a) Within the permanently installed fuel tank of a Vehicle for use only by that Vehicle; or
- (b) Within above ground storage tanks with a capacity of not more than two thousand (2,000) gallons, lawfully installed and maintained in accordance with all applicable Federal Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) rules and regulations, and all applicable fire codes.

ARTICLE IV. BUSINESS PERMITS AND FEES

Section 4.01. Airport Business Permit Requirements.

No Commercial Activity shall be conducted by any Person at the Airport without first being in possession of a valid Airport Business Permit, should such a permitting process be in place. Issuance of an Airport Business Permit does not entitle the holder to possess, occupy or exclusively use any portion of the Airport or City/County-owned property within the business, grant any Exclusive Right to conduct any business or activity, or authorize any conduct prohibited by zoning laws or any other applicable law.

Section 4.02. Airport Business Permit Applications.

- (a) Except as specifically stated otherwise in this Code, an application for an Airport Business Permit shall be approved or denied by the Airport Manager as provided for, together with the appeal process, in the Minimum Operating Standards section of this Code. The Owners shall not be responsible or liable for any loss, injury, or damage as a result of the Airport Board's refusal to overrule the Airport Manager's denial of an Airport Business Permit.
- (b) Notwithstanding subsection (a) above, the Airport Manager shall issue an Airport Business Permit to any Person lawfully engaged in a permitted Commercial Activity as of the effective date of commencement of an Airport Business Permitting process, once the Airport Manager receives and approves a completed Airport Business Permit application. A permit issued pursuant to this paragraph shall not be subject to further review by the Airport Board.

Section 4.03. Temporary Airport Business Permits.

The Airport Manager shall have authority to issue temporary Airport Business Permits and to establish procedures relating thereto. Such temporary permits shall cover a single period of not more than thirty (30) consecutive days identified on the permit. No more than one (1) temporary permit shall be issued to any Person in any twelve (12) month period. Each application for a Temporary Airport Business Permit shall be accompanied by a completed standard Airport Business Permit application, and any other applicable documentation as determined by the Airport Manager.

Section 4.04. Permit Display.

Each Person conducting Commercial Activity shall permanently post the Airport Business Permit in a conspicuous place in its business office.

Section 4.05. Monthly Airport Business Permit Fee Amount and Payment.

Monthly Airport Business Permit Fees, as indicated on the Airport Rates and Charges, are hereby imposed upon all Commercial Activity at the Airport. Monthly Airport Business Permit Fees shall be due and payable by the 10th day of the month following the month in which services were provided, and shall include the applicable monthly permit fee, late fees, interest and penalties.

Section 4.06. Phase-in for Certain Existing Leases.

- (a) Unless otherwise expressly stated to the contrary in an existing Lease of Airport property, and subject to the provisions of subsection (b), below, existing lessees of Airport property (or authorized sub-lessees and their successors and assigns) are exempt from all monthly Airport Business Permit Fees, except the Airport fuel flowage fee identified in the Airport Rates and Charges schedule.
- (b) The exemption established by this section shall terminate and expire automatically upon the termination, expiration, amendment or modification of the respective lease for any reason.

Section 4.07. Duration of Permit.

An Airport Business Permit shall remain in effect so long as the permittee complies with all of its terms, conditions, and covenants.

Section 4.08. Non-waiver of Defaults.

A waiver of any specific breach by the permittee of any term, covenant, or condition of a permit shall not constitute a waiver of any subsequent breach of the same or any other term, covenant, or condition of the permit. No term, covenant, or condition thereof can be waived except by the written consent of the Airport Manager. Forbearance or indulgence by Airport Manager, shall not constitute a waiver of the term, covenant, or condition to be performed by permittee; and until complete performance by permittee of the term, covenant, or condition, the Airport Manager may invoke any remedy available hereunder or by law, despite such forbearance or indulgence.

Section 4.09. General Conditions for all Permits.

Neither the City nor the County are (alone or together) joint venturers with, nor a partner or associate of, the permittee with respect to any manner provided for in the permit. Nothing herein contained shall be construed to create any such relationship between the

parties or to subject the City/County to any obligation of the permittee whatsoever. The permit is a license and not a lease.

Section 4.10. Payment Assurance.

In order to ensure that the Airport is receiving all of the fees to which it is entitled as provided by this Code, upon request all Commercial Operators shall provide sufficient documentation verifying that appropriate fees were paid to the Airport Manager. All Commercial Operators shall allow the Contractor, at reasonable times and places, to audit the Commercial Operator's pertinent records for the current fiscal year and the three (3) preceding fiscal years. No inspection will be made without reasonable notice given to the Commercial Operator.

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ARTICLE V. RULEMAKING

Section 5.01. Airport Rules and Regulations.

The Airport Board is authorized to establish and/or amend such Airport Rules and Regulations and Airport Minimum Operating Standards and Airport Rates and Charges as are necessary or useful to carry out or supplement the provisions of this Code and provide for the orderly and safe operation of the Airport. Notwithstanding any other provision in this Code, after initial approval of this Code by the Owners, provisions of or amendments to this Code shall be subject to review on request by the Owners, but shall be considered to be in effect after approval by the Board until and unless they are disapproved by the Owners.

Section 5.02. Limitation on Airport Rules and Regulations by Airport Manager.

- (a) Except in an emergency, no Airport Rule and Regulation or Airport Minimum Operating Standard established by the Airport Board shall be effective until ten (10) calendar days after it is approved.. Any regulation established by the Airport Board shall be posted in the Terminal, if any, and FBO lobby or other area of the FBO open to the public during normal business hours for a period of not less than 72 hours prior to review by the Airport Board.
- (b) All leaseholders shall be notified by mail of any revisions and/or new Airport Rules and Regulations.
- (c) Creation or modification of any Airport Rates and Charges shall not be effective until approved by the Airport Board.

Section 5.03. Emergency Rules and Regulations.

Notwithstanding Section 5.02(c), the Airport Manager has authority to impose emergency regulations for the period of time that the emergency exists. Notice of such Emergency Rule or Regulation shall be posted at the Terminal, if any, and FBO. Each emergency rule or regulation shall be reviewed and acted on as a proposed permanent rule or regulation at the next Airport Board meeting.

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ARTICLE VI. ENFORCEMENT

Section 6.01. Violations.

It shall be unlawful for any Person to cause, facilitate, aid or abet any violation of any provision of this Code, or to fail to perform any act or duty required thereby.

Section 6.02. Joint and Several Liability

When two or more Persons have liability to the City/County or are responsible for a violation, their responsibility shall be joint and several.

Section 6.03. Enforcement of judgments.

Any judgment for abatement, restitution or civil sanctions taken pursuant to this article may be enforced as any other civil judgment.

Section 6.04. Violations not Exclusive.

Violations of this Code are in addition to any other violation of law and in no way limit the penalties, actions or abatement procedures that may be taken by the City and/or County under other applicable law.

Section 6.05. Each day separate Violation.

Each day any violation of any provision of this Code or the failure to perform any act or duty required by this Code continues shall constitute a separate offense.

Section 6.06. Penalty.

The Airport Board specifically finds that all rules and regulations adopted herein are adopted to promote the health and safety of Airport users and the public, and to promote safe, orderly, and appropriate development of the Airport property. Therefore, Whenever in this Code an act is prohibited or is made or declared to be unlawful or a misdemeanor, or whenever in such Code the doing of any action is required or the failure to do any act is unlawful and no specific penalty is provided therefore, the violation of such provision shall be punished by a maximum fine of \$2,000.00.

Section 6.07. Inspections.

- (a) The Airport Manager is hereby authorized and directed to make inspections in the normal course of job duties; or in response to a complaint that an alleged violation of the provisions of this Code may exist; or when there is a reason to believe that a violation of this Chapter has been or is being committed.
- (b) The Airport Manager may enter onto any property, or into any Building or premises, at all reasonable times to inspect or to perform the duties imposed upon the Airport Manager by this Code, provided that if such property, Building or premises is occupied, the Airport Manager shall present credentials to the occupant and request entry. If such property, building or premises is unoccupied, the Airport Manager shall first make a reasonable effort to locate the owner or other Person having charge or control of the property, Building or premises and request entry. If entry is refused, the Airport Manager has recourse to every remedy provided by law to secure entry.
- (c) It shall be a violation of this Code for any Person to interfere with, prevent, or attempt to interfere with or prevent the Contractor, the Owners, the Airport Board, or the Airport Manager from investigating any alleged violation of this Code, or from correcting or abating a violation of this Code.

Section 6.08. False information.

It shall be a violation of this Code to intentionally or knowingly make a false or fraudulent statement, or knowingly misrepresent a fact, or mislead any authorized individual who is investigating, correcting or abating a violation of this Code.

Section 6.09. Service of Notices.

- (a) Any notice required to be given by the Airport for any purposes under this Code shall be by having the Airport Manager hand-deliver the notice, mail the notice by certified mail, return receipt requested, or by any other reasonable means that will insure that the intended recipient receives actual notice.
- (b) Notice is deemed effective on the date it is hand-delivered or deposited in the United States mail.
- (c) Nothing herein shall preclude the Airport Manager from giving oral or written notice in addition to that required herein. If the Airport Manager does elect to give any additional notice in any instance, the Airport Manager shall not thereby become obligated to give such additional notice thereafter in the same or other situation.

Section 6.10. Grounds for Denial of Use.

- (a) The Airport Board may deny access to, and the use and privileges of, the Airport or any of its facilities to any Person:
 - 1. Who violates this Code or any Airport Rules and Regulations or Airport Minimum Operating Standards promulgated hereunder;
 - 2. Whose action would place the Airport in violation of federal laws or regulations regarding disadvantaged business enterprises; or
 - 3. Who violates any other conditions duly adopted by the Airport Board or any applicable federal statute or regulations hereafter enacted.
- (b) The Person to whom the Aircraft is registered is responsible for the acts of all Persons (including, but not limited to, all agents, employees and pilots) to whom control, operation or any authority to use said Aircraft is granted. The involvement of said Aircraft in any act or omission that violates any of the above-enumerated laws, statutes, Airport Rules and Regulations, Airport Minimum Operating Standards or other conditions may result in the above-enumerated actions.

Section 6.11. Notice to Abate.

- (a) If, after an inspection, the Airport Manager finds one (1) or more violations of this Code, and the Airport Manager elects to use the abatement process, the Airport Manager shall, in writing, notify the Person making the violation.
- (b) The notice to abate shall set forth the following information:
 - 1. The Person has fifteen (15) calendar days from the mailing of the notice to abate to correct the violation.
 - 2. A statement of the violation in sufficient detail to allow a reasonable Person to identify and correct the violation(s).
 - 3. Re-inspection date and time.
 - 4. A warning stating that if the violations are not corrected within the fifteen (15) calendar day period, the Airport Manager can abate the problem and assess the Person the cost of such abatement.

5. Appeal procedures.
6. The fifteen (15)-calendar day notice set forth in this section shall not apply to emergency abatements pursuant to Section 6.19.
 - (c) If any Person receiving a notice to abate fails to comply with such notice or order, the Airport Manager may take actions necessary to correct or abate the conditions.
 - (d) The Airport Manager shall prepare and deliver a verified statement as to the actual cost of correcting or abating the violation to the Person ordered to abate the condition. Such actual cost may include the cost of necessary inspections and other incidental costs associated with such inspections, not to exceed an additional five (5) percent of the actual costs of the abatement. The statement shall be hand-delivered or mailed, certified mail, return-receipt requested, to the Person the notice to abate or order was served upon. That statement shall further notify the recipient that he has fifteen (15) calendar days from the date of delivery or mailing of the statement to pay in full, and the statement shall further set out the requirements necessary for appeal.

Section 6.12. Procedure for Denial of Use or Access.

- (a) Upon probable cause to believe that a Person has committed acts constituting grounds for denial of access, the Airport Board shall either follow the procedures for abatement set out elsewhere herein, or shall provide the affected party with notice of an order to show cause why access should not be denied. The notice shall give at least seventy-two (72) hours notice of the hearing date and list the grounds for the possible denial of access.
- (b) Persons who have been denied use of or access to the Airport and its facilities shall be provided a hearing before the Airport Board as soon as reasonably practical but in no event shall said hearing be delayed more than ninety-six (96) hours after the effective time of the denial of access, except upon mutual agreement between the Airport Board and the affected party.
- (c) All meetings of the Airport Board convened for the purpose of considering an appeal of a denial of Airport access shall be posted with an appropriate agenda under the same rules and conditions as regular and special meetings of the Airport Board for routine business.
- (d) Notwithstanding the provisions of Section 6.10 or the preceding provisions of this section, the Airport Manager may summarily deny Airport access, to any Person as to whom probable cause exists to believe that he has committed an act or omission relating to dangerous refueling, dangerous Aircraft or Vehicle

operation, lack of insurance, theft of or damage to property, assault and battery or such other act or omission that constitute a danger to the health, safety, or welfare of any individual or the public in general. A person who has been summarily denied Airport access shall have the right to a hearing before the Airport Board upon request, under the timelines set out herein.

- (e) This Section contains all the appellate relief to which an aggrieved party is entitled through this Code. Utilization of these remedies shall not preclude an aggrieved party from seeking any other remedies provided by law.

Section 6.13. Option to Proceed Civilly or Criminally.

No remedy provided for herein is exclusive, unless specifically identified as such, and enforcement may proceed both by criminal and civil process unless otherwise prohibited.

Section 6.14. Restitution.

In addition to any civil sanction or criminal penalty provided for in this article, any Person violating this Code shall be liable for all costs which may be associated with the correction or abatement of any violation of this chapter. The court shall require restitution in addition to any civil sanction or criminal penalty.

Section 6.15. Order Suspending Airport Access.

In addition to any other sanction or penalty provided for in this article, for good cause shown, a court may issue an order suspending the right of any Person violating this Code to use the Airport or any of its facilities for a period not to exceed three (3) years.

Section 6.16. License Revocation: Grounds.

The Airport Board may revoke any license or permit over which the Board has jurisdiction for the following reasons:

- (a) violation of the terms of such license or permit, of any provision of this Code, or any Airport Rules and Regulations or Airport Minimum Operating Standards promulgated pursuant to this Code.
- (b) falsification of any application or other information provided to the Airport Manager pursuant to this Code.
- (c) any action which would place the Airport in violation of federal laws or regulations regarding disadvantaged business enterprises.

- (d) violation of any other Airport Rules and Regulations, Airport Minimum Operating Standards or other requirements duly adopted by the Airport Board, or any applicable federal statute or regulation hereafter enacted.

Section 6.17. License Revocation: Procedure.

Upon probable cause to believe that the licensee or permittee has committed acts constituting grounds for revocation as provided in this Code, the Airport Manager shall provide the affected party with notice of an order to show cause why the license or permit should not be revoked.

Section 6.18. Abatement in Lieu of or in Addition to Other Actions.

In addition to or in lieu of denial of access or filing a civil or criminal action, the Airport Manager may file notice to abate any violation of this Code. Such abatement action shall proceed independently of any denial of access or civil or criminal violation filed pursuant to this Code.

Section 6.19. Emergency Abatement.

If a situation presents an imminent danger or threat to the health, safety or welfare of any Person or the public in general, the Airport Manager may issue a notice to abate directing the responsible Person to take such action as is appropriate to correct or abate the emergency. In addition, the Airport Manager may act immediately to correct or abate the emergency. In the event the Airport Manager is unable to contact the responsible Person, such inability in no way affects the Airport Manager's right to correct or abate the emergency. The responsible Person shall be granted a review before the Airport Board on the matter upon that Person's request, as soon as practicable, but such appeal shall in no case stay the abatement or correction of such emergency.

Section 6.20. Abatement Variances and Time Extensions.

- (a) Any Person may request a variance or time extension of a notice to abate or assessment. Such request shall be made to the Airport Board.
- (b) The same time limit for filing, requirement for written notice, and hearing procedures as provided for other appeals herein apply to this section.
- (c) If a variance or time extension is granted by the Airport Board, the condition allowing the variance or time extension and the extent of the variance or time extension shall be explicitly stated.
- (d) The Airport Board may grant one (1) extension of the time limit. Such extension shall not exceed one hundred eighty (180) calendar days. The

extension period granted by the Airport Board begins on the day the Airport Board issues its written decision. The Airport Board may grant such an extension only where it is shown that:

1. It would create a hardship to comply with the abatement order, and;
2. The requesting party presents a plan that is approved by the Airport Board, by which said party will comply with the abatement order within one-hundred eighty (180) calendar days.

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ARTICLE VII. DEFINITIONS

The following words and phrases, whenever used in the Airport Code, shall be construed as defined in this Article unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 et seq. (previously known as the Federal Aviation Act of 1958, hereinafter cited as “FAA Act”) and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All words and phrases shall be considered to be either singular or plural as required by the context in which they are used.

Words and phrases incorporated in these definitions are capitalized whenever they are used as defined in the Airport Code,

Abandoned Property

Means property not covered by any storage, parking, or tie-down arrangement that is left on Airport property without consent of the Airport Manager for forty-eight (48) hours without the owner claiming it.

Accident

Means a collision or other contact between any part of an Aircraft or a vehicle, Person, stationary object or other thing which results in property damage, Personal injury, or death; or an entry into or emerging from a moving Aircraft or vehicle by a Person which results in Personal injury or death to such Person, or some other Person, or which results in property damage.

Aeronautical Activity

Means any activity or service conducted on Airport Property, which involves, makes possible, or is required for the operation of Aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting

- Air carrier operations (both airline passenger and air cargo)
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft
- Sale of aircraft parts
- Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are not aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In-flight food catering
- Barber shops
- Auto parking lots

Air Traffic

Means Aircraft in operation anywhere in the air or, when under their own power, on the ground.

Aircraft

Means any device intended to fly in the air.

Aircraft Charter Services Operator

Means a Person engaged in the business of providing air transportation of Persons or property to the general public for hire, either on a charter basis, or as defined by the FAA under Part 135. Aircraft charter services may include the performance of Aircraft Management Services, as long as all requirements of such services are met.

Aircraft Fuel

Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

Aircraft Leasing or Rental Services Operator

Means a Person engaged in the leasing or rental of Aircraft to the public.

Aircraft Management Services Operator

Means a Person performing one or more of the following services in the management of another Person's Aircraft: pilot staffing, records management, and other Aircraft-related services, except those services detailed in the Airport Minimum Operating Standards.

Aircraft management also encompasses the exercise of the privilege of FAR Part 91 on behalf of the Owner. Aircraft Management does not include the control of or operation of Aircraft under FAR Part 135.

Aircraft Operation

Means an Aircraft arrival at, relocation under its own power within, or departure from the Airport.

Aircraft Maintenance and Repair Services Operator

Means a Person providing one or more of the following services: airframe, engine or accessory overhaul; repair services on Aircraft; and sales of Aircraft parts and accessories.

Aircraft Maintenance Permit

Means, should such a permitting process be initiated at the Airport, administrative approval issued by the Airport Manager to a Person to perform Major Aircraft Alterations and Repair on an Aircraft located in a Parking or Storage Area. A form for requesting such approval is appended to the Airport Rules and Regulations.

Aircraft Parking and Storage Areas

Means those Hangar and Apron locations of the Airport designated by the Airport Manager for the parking and storage of Aircraft, and such areas of the Airport designated for Aircraft maintenance, engine run-up, and self-fueling. Aircraft Parking and Storage areas may be designated by the Airport Manager as either long-term or Transient.

Aircraft Sales Services Operator

Means a Person engaged in the sale or brokerage of new and/or used Aircraft.

Aircraft Storage Agreement

Means, should such a permitting process be initiated at the Airport, administrative approval issued by the Airport Manager to a Person to park or store an Aircraft at the Airport. A form for requesting such approval is appended to the Airport Rules and Regulations.

Airport

Means all of the City/County-owned or leased real or Personal property comprising Kerrville/Kerr County Airport, also known as Kerrville Muni/Louis Schreiner Field, as now exists or as may hereafter be expanded and developed.

Airport Businesses Permit

Means, administrative approval issued, where applicable, by the Airport Manager to a Person to conduct Commercial activity only in facilities at the Airport wherein such services are authorized. A form for requesting such approval is appended to this Code.

Airport Board

Means the seven-member Joint Airport Board as constituted under the Interlocal Agreement For Joint Management of Kerrville/Kerr County Airport executed by Kerr County and the City of Kerrville on August 10, 2004.

Airport Code

Means Joint Airport Board Resolution No. 024-2005 - adopted by the Kerrville/Kerr County Joint Airport Board on 03/01/05, and further approved by Joint Resolution by the Kerrville City Council on 03/22/05, and the Kerr County Commissioners Court on 03/28/05.

Airport Manager

Means manager of the Airport, or the manager's designee. The Airport Manager shall be an employee of the Contractor.

Airport Rates and Charges

Means a schedule of fees approved by the Airport Board payable by users and Operators at the Airport.

Airport Tenant

Means a Person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Activity.

Airport Traffic Control Tower (ATCT)

Means a control tower should one be located at the Airport.

Airside

Means the area of the Airport that is either contained within the Airport perimeter fence, or which requires access through a building located on or adjacent to Airport property, or which requires access through a controlled Airport access point.

Air Traffic Pattern

Means the traffic flow that is prescribed for Aircraft landing at, taxiing on, or taking off from the Airport.

AOA

Means Airport Operations Area, which is that area within the fenced area of the Airport in which movement of Aircraft is permitted.

Apron

Means the paved area in front of the Hangars and the FBO.

Aviation-Related Activities

Means any activity conducted on Airport Property that provides service or support to aircraft passengers or air cargo. Aviation-related activities include but are not limited to:

- Ground transportation
- Restaurants
- Auto parking lots
- Concessions
- Any other related service or support activities that can appropriately be called aviation related.

Aviation Use of Real Property (Aeronautical Property)

Means all property comprising the land, airspace, improvements and facilities used or intended to be used for the operational purpose related to, in support of, or complementary to the flight of aircraft to or from the landing area. It is not confined only to land areas or improvements eligible for development with Federal AIP grants or TxDOT Aviation Transportation grants or to property acquired from Federal sources. In addition to the areas occupied by the runways, taxiways, and parking aprons, Aeronautical Property includes any other areas used or intended to be used for supporting services and facilities related to the operation of aircraft. It also includes property normally required by those activities, which are complementary to flight activity or Aviation-Related such as conveniences concessions serving the public including, but not limited to shelter, ground transportation, food and personal services.

Based Aircraft

Means an Aircraft which the Owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the Owner intends to return it to the Airport.

Based Location

Means the location on the Airport which is listed as an Aircraft's Hangar, Patio-Hangar or Tie Down location as registered with the Airport Manager.

Building

Means the main portion of a structure, all projections or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves and porches.

Charter Brokerage Services Operator

Means a Person brokering another Person's Aircraft for use in charter operation or filling seats in an Aircraft for purposes of charter operation. Charter Brokerage Service does not include the control or operation of Aircraft under FAR Part 135.

City

Means the City of Kerrville, Texas.

City/County

Means the City of Kerrville, Texas and/or the County of Kerr, Texas.

Commercial Aeronautical Activity and/or Commercial Activity

Means an entity that leases land, structural property or space within a building that provides commercial aeronautical products and services to the public on Airport Property. Commercial Aeronautical Activity is typically conducted on properties depicted on the Airport Layout Plan (ALP) and Airport Master Plan in designated Airport areas for such aeronautical and aviation-related commercial activities. Areas so designed on the ALP/Master Plan or “Aviation and non-aviation industrial development” can, at the discretion of the Airport Board, be leased to any commercial activity so long as it conforms to compatible land use.

Commercial Operator

Means a Person engaged in Commercial Aeronautical Activity and/or Commercial Activity, which maintains a facility at the Airport for the purposes of conducting aeronautical, or aviation-related Business or services. An activity is considered Commercial Activity regardless of whether the business is non-profit, charitable, or tax exempt.

Compatible Land Use

Means the use of land (e.g., commercial, industrial, agricultural) that is normally compatible with aircraft and airport operations.

Contractor

Means the Person who has contracted with the Airport Board to provide specified services to the Airport.

County

Means the County of Kerr, Texas.

Driver/Vehicle Permit

Means, should a permitting process be initiated at the Airport, administrative approval issued by the Airport Manager to a Person to access, drive upon and park a vehicle at the Airport. A form for requesting such approval is appended to the Airport Rules and Regulations.

Entity

Means: an individual; a corporation, firm, partnership, association, organization, and any other group or Person acting as a unit; the state, county, and/or political subdivision of the state, or other governmental entity. Entity also includes a trustee, receiver, assignee or similar representative.

Exclusive Right/Exclusive Business Operations

Means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. Exclusive rights are not permitted on this Airport due to FAA Grant Assurances.

FAA

Means the Federal Aviation Administration.

FAR

Means Federal Aviation Regulations.

FBO

Means Fixed Base Operator, an entity which maintains facilities at the Airport for the purpose of engaging in any of the following:

- sale of aviation fuels and lubricants,
- sale of Aircraft and/or Aircraft parts and accessories
- Aircraft maintenance and repair
- Aircraft Storage
- provision of amenities and services to aviation users.

Flight Training Services Operator

Means a Person engaged in instructing pilots in dual and solo flight training, in fixed-wing and/or rotary-wing Aircraft, and providing such related ground school instruction as is necessary to complete training for the categories of pilot's licenses and ratings involved.

Flying Club

A Flying Club is a non-profit entity or organization organized solely for the purpose of providing its members with one or more Aircraft for their Personal use and enjoyment.

Fuel Handling

Means the transportation, delivery, and draining of fuel or fuel waste products, and the fueling of Aircraft.

Fuel Storage Area

Means any portion of the Airport designated temporarily or permanently by the Airport Manager as an area in which fuel may be stored or loaded.

Fueling Operations

Means fueling and other activity connected with the process of fueling Aircraft and ancillary equipment at the Airport.

Fueling Operations Permit

Means, should such a permitting process be initiated at the Airport, administrative approval issued by the Airport Manager to a Person to conduct Fueling Operations at the Airport in facilities or in areas where Fueling Operations are authorized.

Gate Position

Means a specific Aircraft Parking area that has been designated by the Airport Manager for purposes of enplanement and deplanement of passengers or cargo.

General Aviation

Means all phases of aviation other than Aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial operations.

Governing Bodies

Means the City of Kerrville and the County of Kerr, the Owners of the Kerrville/Kerr County Airport and parties to the Interlocal agreement governing the operation of the Airport.

Hangar

Means a fully enclosed structure intended to house Aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Patio Hangar)

Hangar Leasing Services Operator

Means a Person engaged in the business of leasing, renting or licensing Hangar/Patio Hangar space to Aircraft Owners or Operators solely for Aircraft Storage purposes.

Hazardous Material

Means any hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, board, agency or instrumentality of the United States, the State of Texas or any political subdivision thereof.

Improvements

Means all Buildings, structures and facilities, including pavement, fencing, signs and landscaping, constructed, installed or placed on, under or above any Leased area by or with the concurrence of a lessee.

Incompatible Land Uses

Incompatible land uses around General Aviation airports jeopardize the safety and efficiency of flying activities. Incompatible land uses include residential development, schools, community centers and libraries, hospitals, and buildings used for religious services and tall structures, smoke and electrical signal generators, landfills and other bird/wildlife attractants.

Landside

Means the general public common use areas of the Airport such as public Roadways, parking lots and buildings, which are not contained in the Airside area.

Lease

Means a written agreement between the Airport Board and a Person granting permission to use Airport land and/or Buildings, and/or authorizing the conduct of specified activities.

Local Aircraft Operations

Means Aircraft operating in the local Air Traffic Pattern or within sight of the Fixed Base Operator (FBO) or, should one be operating, in communication with an/or in sight of an Air Traffic Control Tower located at the Airport. Includes Aircraft making simulated instrument approaches or low passes at the Airport.

Major Aircraft Alterations and Repair

Means alterations and repairs as listed in FAR Part 43, Appendix A, Sections (a) and (b), as amended.

Mobile Aircraft Washing Services Operator

Means a Person engaged in the cleaning, detailing or washing of Aircraft either for the general public or for individual businesses, either at the Aircraft Based Location or within a designated Aircraft washing area on the Airport.

Mobile Aircraft Maintenance and Repair Services Operator

Means a Person providing one or more of the following services at the Aircraft Based Location or within a designated Aircraft maintenance areas on the Airport: airframe, engine or accessory overhaul; repair services on Aircraft; and sales of Aircraft parts and accessories.

Movement Area

Means the runway, taxiways and other areas of the Airport which require either a radio announcement prior to entering, or, should one be operating, permission from an Air Traffic Control Tower.

NTSB

Means the National Transportation Safety Board.

Operator of an Aircraft

Means a Person in charge or command of an Aircraft. The Operator may, or may not be the Owner of the Aircraft.

Owner of an Aircraft

Means a Person who holds legal title to an Aircraft, or any Person having exclusive right of possession of an Aircraft pursuant to a written lease for a minimum term of twelve (12) months.

Owners

Means City of Kerrville and County of Kerr, as joint owners of an undivided interest in the Kerrville/Kerr County Airport.

Park or Parking

Means the standing of an Aircraft or Vehicle, whether occupied or not.

Patio-Hangar

Means a roofed structure that is otherwise not fully enclosed which is intended to house Aircraft.

Permission or Permit

Means permission granted by the Airport Manager.

Person

Means: an individual; a corporation, firm, partnership, association, organization, agency, and any other group or entity acting as a unit; the state, county, and/or political subdivision of the state, or other governmental entity. Person also includes a trustee, receiver, assignee or similar representative.

Preventive Aircraft Maintenance

Means maintenance as listed in FAR Part 43, Appendix A, Section [c].

Public Area

Means those areas normally used by the general public, including structures and devices such as Roadways, sidewalks and terminal facilities that are maintained and kept at the Airport for use by the general public.

Ramp

Means a paved area suitable for Aircraft parking.

Repair Facility

Means a facility utilized for the repair of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

Roadway

Means any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by Vehicles, whether dedicated or not.

Runway

Segments of land at the Airport prepared and marked for use by Aircraft in taking-off and landing.

Smoking

Means burning or carrying any lighted cigarette, tobacco or any other weed or plant, or placing any burning tobacco, weed or plant in an ashtray or other receptacle and allowing smoke to diffuse into the air.

Specialized Aircraft Repair Services Operator

Means a Person engaged in the business of repairing or replacing Aircraft radios, avionics, instruments, propellers, accessories, upholstery, paint and/or other similar Aircraft components. A Specialized Aircraft Repair Services operator sells new or used parts and components necessary for such repairs.

Specialized Commercial Flying Services Operator

Means a Person engaged in air transportation for hire for any of the following purposes: nonstop sightseeing flights that begin and end at the Airport, aerial photography or survey, power-line or pipeline patrol, fire-fighting or fire patrol, airborne mineral exploration, or any other operations specifically excluded from FAR Part 135, as amended.

Sublease

Means a Lease granted by a lessee, with permission from the Airport Board, to another entity for all or part of the leased property.

Taxi-lane

Means the portion of the Airport Apron area, or any other area, used for access between Taxiways and Aircraft Parking and Storage areas.

Taxiway

Means a defined path established for the taxiing of Aircraft from one part of the Airport to another.

Technical Specialist

Means a technical representative of an Aircraft manufacturer, Aircraft engine manufacturer, Aircraft appliance manufacturer, or a non-destructive inspection specialist.

Terminal

Means an Airport Building with both Airside and Landside access for Aircraft Operators and passengers. The Terminal, when completed, will provide restrooms, lounge areas, conference areas and rental office space, and will be the location of the Airport Manager's Office.

Tie-Down

Means an area within an open-air Aircraft Parking or Storage Area where Aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

Transient Aircraft

Means an Aircraft that is not a Based Aircraft at the Airport.

Vehicle

Means a device, except Aircraft, in, upon, or by which any Person or property is or may be propelled or moved.

Vehicle Parking Area

Means any portion of the Airport designated and made available temporarily or permanently for the parking of vehicles.

ARTICLE VIII. FORMS

The following pages contain forms that have been approved for use by the Airport Board.

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KERRVILLE/KERR COUNTY AIRPORT AERONAUTICAL BUSINESS PERMIT

(Required to conduct commercial aeronautical activity on the Airport)

Business or activity to be conducted (Check all that apply):

- Aircraft Charter Services
- Aircraft Leasing or Rental Services
- Aircraft maintenance and Repair Services
- Aircraft Management
- Aircraft Sales Services
- Aircraft Mobile Maint. & Repair Services
- Specialized Aircraft Repair Services (list service)
- Aircraft Washing Service
- Hangar/Patio Hangar Leasing Services
- Flight Training Services
- Fixed Base Operator
- On-Airport Rental Car Concession
- Off-Airport Rental Car Concession

Specialized Commercial Flying Services (list services)

Other

These activities are limited to the Airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

Applicant

Authorized Representative: _____ Title: _____

Business Address: _____ City, State, Zip: _____

Billing Address: _____ City, State, Zip: _____

Phone: (work): _____ (fax:) _____ (emergency): _____

The Applicant hereby requests the above action(s) from the Airport Board for the privilege of conducting commercial Aeronautical Activities on the Airport.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature

Date Signed

Approved by

Airport Manager

Date Signed

**KERRVILLE/KERR COUNTY AIRPORT
AIRCRAFT MAINTENANCE PERMIT**

(Required for conducting Major Alterations and Repairs at the Based Aircraft Hangar location)

Aircraft Owner's Name: _____ Contact Phone Number: _____

Maintenance Mechanic's Name: _____ Contact Phone Number: _____

Aircraft Storage Location/Hangar Address: _____

Aircraft Make/Model: _____ FAA Registration No: _____

Duration of Work-Start Date: _____ End-Date: _____

The Applicant requests approval to conduct maintenance of based Aircraft on the Airport and agrees to the following:

PERMIT'S LIMITATIONS:

- ➔ This permit may not be assigned or transferred.
- ➔ This permit may be extended past the duration stated above by contacting the Airport Manager with the new ending date prior to the original end date, not to exceed thirty (30) days.

STIPULATIONS: The Applicant must abide by the following stipulations in order to conduct maintenance:

- ➔ No smoking shall be permitted within fifty (50) feet of an Aircraft, fuel truck and/or fuel storage area.
- ➔ Aircraft must have battery cables disconnected.
- ➔ Aircraft must have gas caps taped for vapor seal protection.
- ➔ A copy of the permit is required to be on site at all times.
- ➔ A fire extinguisher with a U/L classification of at least 2A/40BC must be on site while conducting maintenance.

APPROVAL: All applicable signatures must be provided prior to conducting maintenance at that location.

INDEMNIFICATION: *See on reverse side*

COMPLIANCE WITH THE LAW: The applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned Aircraft owner and agrees to abide by all of the provisions of this permit.

Aircraft owner's signature/Date

Applicant's signature/Date

Airport Manager's Signature/Date

INDEMNIFICATION: To the fullest extent permitted by law, Aircraft owner and applicant, jointly and severally, shall pay, defend, indemnify and hold harmless Owners, their agents, representatives, officers, directors, managers, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from, or out of, or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Aircraft owner and or applicant relating to work or services addressed by Aircraft Maintenance Permit, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any employees of Aircraft owner, applicant and any subcontractor.

**KERRVILLE/KERR COUNTY
AIRPORT DRIVER/VEHICLE
PERMIT**

(Required to access, drive upon, and park a vehicle on Kerrville Airport)

Application for:

- Driver/Vehicle permit
- Aircraft service/government vehicle permit
- Change of information

Applicant: _____

Authorized Representative: _____ Title: _____

Phone: (work/home): _____ (fax): _____ (emergency): _____

Business/Local Address: _____

City, State, Zip: _____

Drivers license number & state: _____ FAA Registration No: _____

Qualifying Use: Tenant _____ Aeronautical Permittee Tenant Employee

The Applicant hereby requests the above action(s) from the Owners for the privilege of accessing, driving upon, and parking a vehicle(s) on Kerrville Airport, and in consideration of this request being granted, agrees to the following:

PERMIT LIMITATIONS: This Permit may not be assigned or transferred, and only the applicant and vehicle(s) described above may access, or park such vehicle(s) on, Kerrville Airport.

INFORMATION CHANGES: The Applicant shall notify the Airport Manager's Office in writing within fifteen (15) days of any change to the information provided on this form.

RELEASE OF LIABILITY: Neither the Owners nor the Airport Board assume any liability for damage or loss to personal property while operating at Kerrville Airport. All vehicles and other personal property are stored and operated solely at the risk of the undersigned.

AIRPORT CODE: The applicant shall comply with all applicable provisions of the Airport Code.

COMPLIANCE WITH THE LAW: The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature

Date signed

Applicant to complete with vehicle information

Vehicle	Make	Year & Model	Color	License	State	Permit number
1						
2						
3						
4						
5						

***** **Airport Manager's Use Only** *****

Indicate documents provided to applicant

.

AIRPORT CODE

Article I

Article II

Article III

Article IV

Article V

Article VI

Article VII

Article VII

Check # _____

Airfield Driving Packet, if applicable

Receipt for Fees/Deposit

AIRPORT MANAGERS'S COMMENTS

Approved by

Airport Manager

Dated signed

**KERRVILLE/KERR COUNTY AIRPORT
AIRCRAFT STORAGE AGREEMENT**

(Required for storage of Aircraft in Airport-owned Hangars)

Application for: New Change of information

Applicant: _____

Authorized Representative: _____ Title: _____

Phone: (work): _____ (fax): _____ (emergency): _____

Business/Local Address: _____

City, State, Zip: _____

Billing Address: _____

City, State, Zip: _____

Aircraft Make/Model: _____ Storage Location: _____

FAA Registration No: _____ Aircraft Wingspan: _____

Aircraft Make/Model: _____ Storage Location: _____

FAA Registration No: _____ Aircraft Wingspan: _____

The Applicant hereby requests the above type of Aircraft storage space from the city in which to store the above-listed Aircraft(s), and in consideration of this request being granted, agrees to the following:

- **PERMIT LIMITATIONS:** This Agreement may not be assigned or transferred. Periodic inspections will be conducted to ensure that the assigned space is only occupied by the Aircraft(s) listed above.
- **INFORMATION CHANGES:** The Applicant shall notify the Airport Manager's Office in writing within fifteen (15) days of any change to the information provided on this form.
- **RELEASE OF LIABILITY:** The Owners assume no liability for damage or loss to Personal property while operating at the Airport. The applicant acknowledges and understands the Aircraft wingspan limitations on the Airport.
- **COMPLIANCE WITH THE LAW:** The applicant shall comply with all applicable laws, Codes, ordinances, rules and regulations.

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Authorized Representative's Signature

Date signed

***** **Airport Manager's Use Only** *****

Indicate documents provided to applicant

AIRPORT CODE

- | | |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Article I | <input type="checkbox"/> Article V |
| <input type="checkbox"/> Article II | <input type="checkbox"/> Article VI |
| <input type="checkbox"/> Article III | <input type="checkbox"/> Article VII |
| <input type="checkbox"/> Article IV | <input type="checkbox"/> Article VII |

Airfield Driving Packet, if applicable

Pilot Guide

Attach copies of applicable documents

FAA Aircraft Registration

Driver/Vehicle Permit

AIRPORT MANAGER'S COMMENTS

Approved by

Airport Manager

Date signed