

ORDINANCE NO. 017-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 10 OF THE BIG SPRING CITY CODE BY ESTABLISHING RULES AND REGULATIONS FOR THE BIG SPRING McMAHON-WRINKLE AIRPORT; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS:

SECTION 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. In the Big Spring City Code, Chapter 10 entitled “Aviation,” Sections 10-17 and 10-18 are transferred from Article I, entitled “In General” to Article II, entitled, “Aeronautical Activities and Services at Big Spring Airport and Industrial Park.”

SECTION 3. In the Big Spring City Code, Chapter 10 entitled “Aviation,” Article II, entitled “Aeronautical Activities and Services at Big Spring Airport and Industrial Park,” Division 1, entitled “Generally,” Section 10-17 is hereby adopted as follows:

Big Spring City Code
Chapter 10, Aviation
Article II, Aeronautical Activities and Services at Big Spring Airport and Industrial Park
Division 1, Generally

Section 10-17. Big Spring McMahon-Wrinkle Airport Rules and Regulations.

- (a) Use of airport restricted. No person shall use the airport for any activity, unless approved in writing by the City of Big Spring. The airport was developed with aid from the State of Texas and the United States. These grants include a number of obligations and commitments to the general and flying public, to the state, and to the United States. Any provision of these regulations, any lease, or any practice carried out on or for the airport shall be subordinate to the indenture, and if at variance with the grant requirements, unilaterally reformable at the option of the city or Federal Aviation Administration ("FAA") for conformity with these grants.

(b) A fair and reasonable opportunity, without discrimination, shall be accorded to all operators to qualify or compete for available airport facilities and the furnishing of selected aeronautical services subject to the minimum standards and requirements established by the city and set forth in this article.

SECTION 4. From the Big Spring City Code, Chapter 10 entitled “Aviation,” Article I, entitled, “In General,” Section 10-2 is hereby transferred to Article II, entitled “Aeronautical Activities and Services at Big Spring Airport and Industrial Park,” Division 1, entitled “Generally” to read as follows:

Big Spring City Code

Chapter 10, Aviation

~~Article I, In General~~

Article II, Aeronautical Activities and Services at Big Spring Airport and Industrial Park

Division 1, Generally

~~Section 10-2~~

Section 10-18. Vehicle and pedestrian communications in airport movement areas.

(a) Definitions. In this section:

(1) "Aircraft" means any weight-carrying structure for navigation in the air and which obtains support by the dynamic reaction of the air to any obstruction connected with the structure. Gliders or ultralights, either powered or unpowered, helicopters, hot air balloons and airships will be considered aircraft.

(2) "Airport" means all of the land, improvements, facilities and development of the Big Spring McMahan-Wrinkle Airpark.

(3) "Director" means the director of the airport.

(4) "Movement area" means the runways, taxiways and other landing areas of the airport which are utilized for taxiing, hover taxiing, air taxiing and landings and takeoffs of aircraft, exclusive of ramp areas.

(5) "Vehicle" or "motor vehicle" means any automobile, golf cart, truck, bus, motorcycle, recreational vehicle, bicycle, pushcart, fuel servicing vehicle, tug, or any other device in or by which a person or property is or may be transported or drawn on a roadway, other than a device used exclusively on stationary rails or tracks.

(b) Taxiing aircraft shall have the right-of-way in preference over pedestrians and all other motor vehicles at the airport.

(c) It shall be unlawful for any person to walk or drive a vehicle on or across any portion of the movement area unless that person has received proper authorization from the director or authorized designee to walk or drive on or across any portion of the movement area and:

(1) Is in and maintains constant contact with the authorized UNICOM operator by way of two-way radio; or

(2) Is under escort by an individual who is in and maintains constant contact with the authorized UNICOM operator by way of two-way radio.

(d) A violation of this section shall constitute a misdemeanor criminal offense punishable by a fine not to exceed \$500.00.

SECTION 5. In the Big Spring City Code, Chapter 10 entitled “Aviation,” Article II entitled “Aeronautical Activities and Services at Big Spring Airport and Industrial Park,” Division 1, “Generally” is hereby amended in part to read as follows:

Big Spring City Code
Chapter 10, Aviation
Article II, Aeronautical Activities and Services at Big Spring Airport and Industrial Park
Division 1, Generally

Sec 10-19. – Rules and Regulations.

The City Council adopts the Big Spring McMahon-Wrinkle Airport Rules and Regulations which are attached hereto as Exhibit "A" and apply to operators and tenants of the airport. The rules and regulations are not codified, but copies of the same are on file with the City Secretary's office and the Airport Director's office and may be reviewed during normal business hours at the locations of those offices. Any changes or amendments to the rules and regulations shall be approved by the city council.

~~Sec. 10-19. General statement of policy.~~

~~—(a) A fair and reasonable opportunity, without discrimination, shall be accorded to all operators to qualify or compete for available airport facilities and the furnishing of selected aeronautical services subject to the minimum standards and requirements established by the city and set forth in this article.~~

~~—(b) Contingent upon qualifications, meeting the established minimum standards, the execution of a written agreement with the city, and the payment of the prescribed rentals, fees and charges, the operator shall have the right and privilege of engaging in and conducting the authorized activities on the city's airport as specified by the written contract. The granting of such right and privilege, however, shall not be construed in any manner as affording the operator any exclusive right of use of the premises and facilities of the airport, other than those premises which may be leased exclusively to him, and then only to the extent provided in a written agreement. The city reserves and retains the right for the use of the airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use. The city reserves the further right to designate the specific airport areas in which aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands available for such purpose, consistent with the orderly and safe operation of the airport.~~

~~Sec. 10-20. Definitions of a commercial aviation operator; activities.~~

~~—A commercial aviation operator is defined as a person, firm or corporation engaging in any activity which involves or makes possible the operation of aircraft, or which contributes to, or is required for the safety of aircraft operations for profit. Authorized activities shall be strictly limited to any one, or a combination, of the following aeronautical services performed in full compliance with the specific activity standards hereinafter set forth:~~

- ~~—(1) Aircraft sales (new and/or used).~~
- ~~—(2) Airframe and power plant repair facilities.~~
- ~~—(3) Aircraft rental.~~
- ~~—(4) Flight training.~~
- ~~—(5) Line services (aircraft fuels and oil dispensing).~~
- ~~—(6) Specialized aircraft repair services (radios, propellers, instruments and accessories).~~
- ~~—(7) Aircraft charter and air taxi.~~
- ~~—(8) Specialized commercial flying services.~~
- ~~—(9) Multiple services.~~
- ~~—(10) Commercial aviation operators subleasing from another commercial operator on the airport.~~
- ~~—(11) Nonprofit flying clubs and similar nonprofit corporations even though they may provide flight instruction, rental aircraft, and other services for their members only, are not considered commercial aviation operators for purpose, of these standards. Any other activities not specifically provided for in the minimum standards will normally be subject to negotiation.~~

~~Sec. 10-21. Pre-qualification requirements.~~

~~—The prospective operator shall submit, in written form to the city manager or his designated representative at the time of his application, the following information and, thereafter, such additional information as may be requested by the city:~~

- ~~—(1) Intended scope of activities. As a condition precedent to the granting of an operating privilege on the airport, the prospective operator must submit a detailed description of the scope of the intended operation and location, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high quality service to the aviation and general public in the Big Spring air service area, including the following:~~
 - ~~— a. The services to be offered.~~
 - ~~— b. The amount of land to be leased.~~
 - ~~— c. The building space to be constructed or leased.~~
 - ~~— d. The number and type of aircraft to be provided.~~
 - ~~— e. The number of persons to be employed.~~
 - ~~— f. The number and types of insurance coverage to be maintained.~~
 - ~~— g. Evidence of financial capability to perform and provide the proposed services and facilities.~~

~~— h. The intended location and layout plan of any proposed or future development.~~

~~— (2) Financial responsibility. The prospective operator must provide a statement, satisfactory to the city, in evidence of his financial responsibility, from a bank or trust company doing business in the area or from such other source that may be acceptable to the city and readily verified through normal banking channels. The prospective operator must also demonstrate financial capability to initiate operations and for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, and shall also indicate his ability to provide working capital to carry on the contemplated operations, once initiated.~~

~~— (3) Experience. The prospective operator shall furnish the city with a statement of his past experience in the specified aviation services selected by him and to be supplied by him on the city's airport.~~

~~Sec. 10-22. General requirements.~~

~~— (a) Requirement of a written agreement. Prior to the commencement of operations, the prospective operator will be required to enter into a written agreement with the city, which agreement will recite the terms and conditions under which he will operate his business on the airport, including, but not limited to, the term of agreement; the rentals, fees and charges; the rights, privileges and obligations of the respective parties and other relevant covenants. Neither the conditions herein contained nor those set forth in the schedule of minimum standards and requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, will not change or modify the minimum standards requirements, or be inconsistent therewith.~~

~~— (b) Site development standards.~~

~~— (1) Physical facilities.~~

~~— a. The minimum space requirements, as hereinafter provided, shall be satisfied with one building, attached buildings, or separate buildings. A hangar building shall have at least one door that will accommodate aircraft for that particular operation.~~

~~— b. The operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the operator's office from the parking lot, and telephone facilities for customer use. Floor space allotments shall include office, customer lounge, and restroom facilities, all properly heated and lighted.~~

~~— (2) Personnel. The operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner for each aeronautical service being performed. The operator shall also provide a responsible person in the office to supervise the operations in the leased area on the airport and with authorization to represent and act for, and on behalf of, the operator during all business hours. All personnel hereinafter required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings.~~

~~—(c) Insurance. The operator shall procure and maintain insurance of the types and in the minimum limits set forth in the schedule of minimum standards for the respective categories of aeronautical services. The insurance company writing the required policy shall be licensed to do business in the state. Where more than one aeronautical service is proposed, the minimum limits will vary dependent upon the nature of individual services in such combination. All insurance, which the operator is required by the city to carry and keep in force, shall include the city, the city council, the airport and industrial park steering committee and aviation committees, the airport board, the city manager of the city, and the officers, agents and employees of the city as additional named insured. The operator shall furnish evidence of his compliance with this requirement to the city manager or his designated representative and will furnish additional certification as evidence of changes in insurance not less than ten days prior to any such change, if the change results in a reduction in overages, and not more than five days after such change if the change results in an increase in overages. The applicable insurance coverage shall be in force during the period of construction of the operator's facilities and/or prior to his entry upon the airport for the conduct of his business.~~

~~—(d) General lease clauses. These lease clauses shall be contained as a minimum in all leases between the city and operator engaged in any aeronautical service on the airport.~~

~~—(1) Notwithstanding any other or inconsistent provision of this agreement, during the performance of this agreement, lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration for this agreement, does hereby covenant and agree, as a covenant running with the land, that:~~

~~— a. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination in the use of the premises.~~

~~— b. In the construction of any improvements on, over or under the premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.~~

~~— c. The lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR 21, sub title A, Department of Transportation, Office of the Secretary, Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1954, and as said regulations may be amended.~~

~~— d. In the event of breach of any of the above nondiscrimination covenants, the lessor shall have the right to terminate this agreement and to reenter and repossess the premises and hold the same as if said agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR 21 have been followed and completed, including expiration of appeal rights.~~

~~—(2) Aircraft service by owner or operator of aircraft. No right granted herein shall operate to prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.~~

~~— (3) Non-exclusive rights. It is not the intent of this agreement to grant to the lessee the exclusive right to provide any or all of the services described in this article at any time during the term of this agreement. The lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the airport which are identical in part or in whole to those granted to the lessee. However, the lessor does covenant and agree that:~~

~~— a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the airport;~~

~~— b. Any other operator of aeronautical endeavors or activities will not be permitted to operate on the airport under rates, terms or conditions which are more favorable than those set forth in this agreement; and~~

~~— c. It will not permit the conduct of any aeronautical endeavor or activity at the airport except under an approved lease and operating agreement.~~

~~— (4) Airport development. The city reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the views of the operator, and without interference or hindrance. If the physical development of the airport requires the relocation of the operator, the city agrees to provide a comparable location with similar facilities, and agrees to relocate all operator-owned buildings or provide similar facilities for the operator at no cost.~~

~~— (5) City's rights. The city reserves the right (but shall not be obligated to the operator) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the same together with the right to direct and control all activities of the operator in this regard.~~

~~— (6) War or national emergency. During any time of war or national emergency, the city shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended or modified in whatever manner is appropriate to the situation.~~

~~— (7) Airport obstructions. The city reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the operator from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the city, would limit the usefulness of the airport or constitute a hazard to aircraft.~~

~~— (8) Subordination. This agreement shall be subject and subordinate to the provisions of the indenture and the amendment to indenture whereby the lessor derived title to the premises from the United States and to any existing or future agreement between the lessor and the United States, or any agency thereof, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport; provided, however, that the lessor shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the lessee in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of lessors of the United States pursuant thereto.~~

~~—(9) Compliance with laws, etc. The lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the lessor, and the lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.~~

~~—(10) Indemnity. To the extent not covered by insurance carried in favor of the lessor, the lessee shall keep and hold harmless the lessor from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person, including agents or employees of lessor or lessee, by reason of death or injury to persons or loss or damage to property, resulting from the lessee's operations, or anything done or omitted by the lessee, under this agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the acts or omissions of the lessor or its agent or employees.~~

~~—(11) Misrepresentation. This agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.~~

~~—(e) Miscellaneous. The prospective operator may select one or a combination of the aeronautical services covered by the city's minimum standards and requirements. Where more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable minimum standards on combinations of services will be discussed with the prospective operator at the time of his application or, otherwise, during lease negotiations.~~

~~—The pertinent minimum standards and requirements for any commercial aviation operator will be predicated upon the nature of his initial business venture. If, at a later date, the business is expanded to encompass new and additional types of services, the negotiated minimum standards established for these additional services shall immediately apply.~~

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 6. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Nevertheless, this Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

SECTION 7. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 8. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining

provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 9. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 10. This Ordinance is ordered to be codified, except Exhibit A will not be codified.

SECTION 11. This Ordinance shall become effective upon its second publication according to law.

SECTION 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

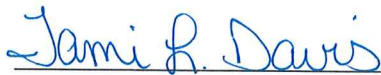
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **24th** day of **June, 2025**, with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **8th** day of **July, 2025**, with all members of the Council present voting “aye” for the passage of same.



Robert H. Moore III, Mayor

ATTEST:



Tami L. Davis, City Secretary



MEMORANDUM

Date: June 24, 2025
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From: Mike Feeley A.A.E., Airport Director
Re: Consideration of Adopting Airport Rules and Regulations for McMahon-Wrinkle Airport

Staff in working with our Aviation Consultant "Woolpert" have developed Airport Rules and Regulations for use at McMahon-Wrinkle Airport. The Minimum Standards were developed under the authority of FAA Order 5190.6B, Airport Compliance Manual, which grants the City of Big Spring as Airport Sponsor the power to regulate the use of McMahon-Wrinkle Airport.

The purpose of the Rules and Regulations is to protect the public health, safety, interest and welfare of the airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operational use of the airport.

The Rules and Regulations govern the operation, management, and development of the airport. The intent and goal of the Rules and Regulations is to ensure compliance with all federal obligations including Airport Assurances. For McMahon-Wrinkle Airport the establishment of an appropriate and effective Rules and Regulations document is consistent with best administrative and management practices in the aviation industry.

The adoption of the McMahon-Wrinkle Airport Rules and Regulations is designed to complement the Airport Minimum Standards and both documents are integral steps towards the continued promotion and responsible development of McMahon-Wrinkle Airport.

Staff are requesting that City Council authorize the adoption of the proposed Airport Rules and Regulations.

Ord. 017-2025



Big Spring McMahon-Wrinkle Airport

Rules and Regulations

City of Big Spring, Texas

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AIRPORT RULES AND REGULATIONS

SECTION 1.0 INTRODUCTION

These Big Spring McMahon-Wrinkle Airport Rules and Regulations (“the Rules and Regulations”) are promulgated under the authority of FAA Order 5190.6B, *Airport Compliance Manual*, which grants the City of Big Spring (“City” or “Airport Owner” or Airport Sponsor”) the power to regulate the use of the Big Spring McMahon-Wrinkle Airport (“Airport”). The purpose of the Rules and Regulations is to protect the public health, safety, interest, and welfare of the Airport and to restrict any activity or action that would interfere with the safe, orderly, and efficient operation and use of the Airport.

The Rules and Regulations govern the operation, management, and development of the Airport. These Rules and Regulations do not preempt applicable federal and state regulations and laws governing operations on and near the Airport. In the case of any conflict, federal and state regulations and laws prevail. In addition, it is the intent and goal of the Airport that these Rules and Regulations be fully compatible and consistent with Federal Aviation Administration (FAA) grant assurances.

For the Big Spring Mc Mahon-Wrinkle Airport, the establishment of an appropriate and effective Rules and Regulations document would be consistent with its best administrative and management practices. Additionally, it should be noted that for a Rules and Regulations document to provide the greatest benefit to the City’s citizens and its flying public, this document should be adopted by the City. Such an action would provide the Airport Director with enforcement authority, including providing penalties for violations.

SECTION 2.0 PURPOSE, AUTHORITY, OBLIGATIONS, WAIVERS, & EXEMPTIONS

2.1 Purpose and Scope

An ordinance providing Rules and Regulations for the efficient and safe operation of the Big Spring Mc Mahon-Wrinkle Airport; and to provide the greatest service for the citizens of the City of Big Spring and the aviation public is adopted by the City providing enforcement by the Airport Director.

2.2 Authority

The Airport Director shall always have the authority to enforce the provisions of these Rules and Regulations. In any instance not specifically covered by this article, the Airport Director is authorized to make such emergency Rules and Regulations and render such decisions as are necessary to protect the public health, welfare, and safety, and the airport property and facilities. Such emergency Rules and Regulations shall be posted in prominent places at the Airport premises and shall remain in effect for 30 days unless sooner adopted or rejected by the City.

2.3 Legal Obligations

Legal obligations imposed on the Airport by federal, state, or local requirements, and which affect, directly or indirectly, aeronautical activity, shall be deemed a part of these Rules and Regulations, and shall be incorporated into any new agreement, extension, or amendment of any pre-existing agreement and/or lease.

2.4 Waiver of Liability

Any permission granted by the Airport Director to use the Airport and its facilities, or to fly to, from, or over the same shall be at all times conditioned upon the assumption of full responsibility and risk associated therewith. It shall be a further condition thereof that each person, as consideration of the use of the Airport and its facilities, shall at all times release the Airport, the Airport Director, City and its employees from and against any and all liability, responsibility, loss or damage, resulting to any such person or caused by or on his behalf, and incident to the manner in which Airport is operated, constructed or maintained, or served from within or without, or used from without. The use of the Airport by any person for any purpose, or the paying of fees thereof for the taking off or landing of aircraft therein shall be itself an acknowledgement that such person accepts such privileges on the conditions herein set forth.

2.5 Exemptions

The Airport Director may upon written application, grant an exemption from the application of a regulation, when satisfied, after an examination of the circumstances supporting the application, that the public interest will be served by such grant, and may impose such conditions as may be deemed necessary to effectuate the policies set forth by the Airport.

2.6 Signature Authority

Notwithstanding any other provision herein, these Rules and Regulations do not create or modify signature authority for contracts on behalf of the City as may be delegated from City Council.

SECTION 3. GENERAL RULES AND REGULATIONS

These Rules and Regulations shall be observed in the use and operation of the Airport:

3.1 Controlling Authority

The Airport (or its agents) shall be the controlling authority for all operations at the Airport, including the AOA.

3.2 Federal Air Traffic Rules

Federal Air Traffic Rules of the Federal Aviation Administration (FAA) for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

3.3 Hours of Operation

The Airport is available to users 24 hours each day, seven days each week. However, the Airport Director may close the Airport or restrict access in the interest of safety, in which case such restrictions will be published in FAA Notice to Airmen (NOTAM), as applicable.

3.4 Right of Entry

The City of Big Spring reserves the right to enter upon any premises leased at the Airport for the purpose of making inspections as to the condition of the premises and proper enforcement of rules to ensure the safety and security of all tenants and users.

3.5 Safeguard of Persons and Property

The Airport Director shall always have authority to take necessary and legal action to safeguard any person, aircraft, equipment, or property at the Airport.

3.6 Protection of all Persons and Property

All FBOs, SASOs, and tenants shall provide adequate protection for the safety of all persons and the property of persons using the premises under the control of the operator or tenant.

3.7 Safety of Aeronautical Activities

All aeronautical activities at the Airport shall always be conducted with consideration for the safety of all airport users, other persons, and property located at or about the Airport.

3.8 Registration

Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Director their name, address, telephone number, email address, aircraft model, aircraft registration "N" number, and the name, address, email address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

3.9 Trespassing

No person shall trespass, use, or occupy any area of the Airport for any purpose, except as authorized by law, the City and/or the Airport Director.

3.10 Visitor Obligations

Any person visiting the Airport for the purpose of transacting business with the Airport, its agents, any FBO, SASO, or tenant shall exercise the highest degree of care in any area where aircraft are or may be operating. Failure to exercise safe and reasonable care will result in termination of the visitation.

3.11 Access to Airport Property

The only area of the Airport to which the public may have access is the terminal/administration building and the motor vehicle parking area which abuts it. All other areas of the Airport are deemed off-limits and unauthorized areas to the public. The Airport Director may revoke such privileged access from any member of the public, when in their judgment, the conduct of any such member of the public is deemed a hindrance to the safe or orderly operation of the Airport and may cause such member to be removed from the Airport. Overnight parking of motor vehicles is prohibited, except with the express permission of the Airport Director. A parking permit must be obtained from the Airport Director prior to parking / leaving motor vehicles in the parking lot for any period beyond 24 hours.

3.12 Use of Airport Operating Area (AOA)

Any use of the AOA is prohibited, except as may be authorized by law, and unless in strict conformance with the requirements of the Rules and Regulations and/or the Airport Director, as published herein.

3.13 Surreptitious Activities

Any person observing suspicious, unauthorized, or criminal activities should report such activities immediately to the Airport Director, Big Spring Police Department, officers of the Texas Department of Public Safety, and the Transportation Security Administration Information Hotline at 1-866-GASECUR(E) or 1-866-427-3287. Any person observing suspicious, unauthorized, or criminal activities should report such activities immediately to the Airport Director, officers of the Big Spring Police Department, officers of the Texas Department of Public Safety, and the Transportation Security Administration Information Hotline at 1-866-GASECUR(E) or 1-866-427-3287.

3.14 Repairs to Aircraft

No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the Airport Director for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Director for such purpose.

3.15 Persons Authorized to Perform Aircraft Repairs

Performance of all repairs, maintenance, or services to any aircraft at the Airport shall be limited to a certified commercial operator, the owner of the aircraft, or direct employees of the owner (not including contractors), and none other. Importation of any other persons to perform repairs, maintenance or services for profit to the based aircraft is prohibited unless the requirements as stipulated within the Minimum Standards for said operators are fulfilled.

3.16 Location of Aircraft Repair Operations

No open-air repair services will be permitted, except on leased areas, unless authorized by the Airport Board and/or the Airport Director, except preventive maintenance as specified in FAR part 43.

3.17 Unauthorized Equipment and Signage

No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved-in, or installed in areas suitable for aircraft storage, except as authorized by the Airport Director. Vacant space within a hangar, which is unsuitable for aircraft storage, may be utilized for alternate uses if they adhere to all safety and security requirements outlined within this document.

3.18 Through-The-Fence (TTF) Operations Prohibited

No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport, runways or taxiways by their aircraft, customers' aircraft, or private vehicle from property not owned by the Airport. Furthermore, no off-airport private individual, partnership, company, corporation, will be permitted to conduct business at the Airport without authorization from the City.

3.19 Lien for Charges

To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City or its agents in connection with the operation of the Airport, the City may place a lien upon such personal property, which shall be enforceable as provided by law.

3.20 Lien Possessory Right

To enforce the payment of any such charge, the Airport Director may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.

3.21 Aircraft Accidents/Incidents

On the occasion of an aircraft accident or incident, local City and County first responders shall be contacted immediately. After the call for first responders, the Airport Director or their authorized agent must contact the FAA's FTW Central Regional Operations Center at 817-222-5006. The Center will then coordinate with all other relevant agencies as required including the North Texas Flight Standards District Office (FSDO), and if required, the National Transportation Safety Board (NTSB). Removal of disabled or wrecked aircraft is by permission from FAA only.

3.22 Commercial Photography

No person shall take still, motion or sound pictures of, or at, the Airport for commercial purposes without first receiving a duly authorized permit from the City and written approval from the Airport Director. This regulation does not apply to bona fide coverage by the news media conducting their business in authorized areas.

3.23 Signage and Advertisements

No fixed or portable signs for advertising and no external building advertising will be permitted at the Airport except as specifically authorized by the Airport Director. No person shall post, distribute, or display signs, advertisements, circulars, printed or written matter at the Airport without written permission from the Airport Director.

3.24 Solicitation, Picketing, or Demonstrations

No person shall solicit funds for any purpose at the Airport, without prior notification to the Airport Director who may demand proper identification and who shall ascertain that all necessary licenses and permits have been secured. Any unauthorized posting, display or distribution shall be subject to immediate removal and discard by the Airport Director, without recourse. All fees or costs associated with the removal of said posting and/or display will be borne by the offending individual or group.

3.25 Lost or Abandoned Property

Any person coming into possession of lost or abandoned articles of money or personal property shall present said articles to the Airport Director for safekeeping and disposition in accordance with the law.

3.26 Special Events

Special events such as air shows, fly-ins, and all events requiring the general use of the Airport by the public, other than normal or routine airport traffic, shall be held only upon the prior approval of the City and/or Airport Director subject to all applicable FAA and the Texas Department of Transportation (TxDOT) Aviation Division regulations and on such dates, in such areas and upon such terms and conditions as shall be specified by the City and/or Airport Director. The event sponsor shall also be responsible for obtaining any necessary city permits. Additionally, the sponsor must comply with the following requirements:

1. The event sponsor must submit a formal event application to the City and/or Airport Director for review and approval.

2. The event sponsor must submit a certificate of insurance to the City and/or Airport Director that fulfills the requirements detailed in the Minimum Standards. This submittal must occur no later than thirty (30) days before the event.

3.27 Airport Snow and Ice Removal

The following principles regarding snow removal shall be adhered to in maintaining safe operating conditions on airport movement areas.

1. Drifted or windrowed snow will be removed completely and promptly from the runway, taxiway, and ramp surfaces.
2. In the event of heavy snow accumulation, the height of snowbanks alongside usable runway, taxiway and ramp surfaces must be such that all aircraft propellers, engine pods, rotors and wingtips will clear each snowdrift and snowbank when the aircraft is operated or is towed on any full-strength portion of the movement area.
3. If the snow removal crew is unable to comply promptly with the requirements stated above, the Airport Director or his representative will utilize the NOTAM system to describe the conditions and will promptly notify airport users.
4. Snow removal operations are to commence when snow accumulation has ended during daylight hours. The runway will be closed for aircraft use during snow removal operations.
5. Priority of snow removal operations are as follows: Runways, Taxiways, Aprons, Access Roads, and Auto Parking Areas (as time permits).
6. Snow is to be plowed off the aircraft movement area wherever possible.
7. The City does not use and/or approve the use of corrosive chemicals in, on and/or through airport equipment. The risk of aircraft contamination far exceeds any value obtained by their use.

3.28 Damage to Airport

Any person, individual, or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable to the City.

3.29 Injury to Person

Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other authority having jurisdiction at the Airport.

3.30 Licensed Pilots

Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft at the Airport except as provided in this ordinance. This limitation shall not apply to student-in-training under licensed instructors or to public aircraft of the federal

government or of a state, territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has reciprocal agreement covering the operation of such licensed aircraft. Use of the Airport by ultralight aircraft (FAR 103) and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the City and/or Airport Director and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61, 103, 105 and 107 and any other rules established by the City.

3.31 Registration (Individual)

Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Director their name, address, email address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, email address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

3.32 Restricted Areas (Movement and Non-movement)

All users of the Airport shall comply with applicable Rules and Regulations regarding operations in designated restricted, movement, and non-movement areas. At no time shall any Airport user create a safety hazard when operating in restricted areas.

3.33 Use of Roadways and Walkways

Users of the Airport shall comply with all applicable Federal, State and Local laws regarding the use of roadways and walkways at the Airport. Users of roadways and walkways at the Airport shall not interfere with the operation of aircraft on and in the vicinity of the Airport.

3.34 Animals

No person shall enter the Airport with a pet or other animal unless the animal is, and remains, restrained by a leash, or properly confined as determined by the Airport Director. Service animals shall be exempt.

3.35 Living Quarters

No person may make living quarters on Airport property unless approved by the Airport Director and City.

3.36 Weapons and Explosives

Users of the Airport shall comply with all applicable Federal, State and Local laws and regulations related to firearms, weapons, or explosives, including Class A or Class B explosives, radioactive substances or material, or flammable materials/fuels on airport premises.

3.37 Intoxicants and Narcotics Prohibited

No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

3.38 Use of Public Areas

Use of public areas at the Airport shall comply with all applicable Federal, State and Local laws and regulations, and shall not interfere with any aircraft or vehicular operations on and in the vicinity of the Airport.

3.39 Sound Amplifying Devices

Except when necessary for the safe operation of aircraft, users of the Airport shall not use sound amplifying devices at the Airport without express written approval from the Airport Director.

3.40 Foreign Objects and Litter

No foreign objects, including boxes, crates, paper, bottles, cans, scrap, nuts, bolts, nails, tall grass, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

If such items of litter are permitted to accumulate around privately owned, rented, or leased hangars or buildings, the Airport Director shall notify the hangar or building owner, renter, or lessee by registered letter to remove the offending litter. If within ten (10) working days after the receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Director may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

3.41 Emergency Conditions

All users of the Airport are subject to the right of temporary reentry and use of certain portions of the Airport by the Armed Forces of the United States Government during wartime involving the United States and in other national emergencies.

SECTION 4.0 GROUND OPERATIONS

4.1 Ground Vehicles and Traffic

No person shall operate a vehicle at the Airport except in accordance with the following rules, federal, state, and local laws:

- A. All vehicular traffic shall be confined to the roads, streets, avenues, and alleys provided on the grounds for that purpose.
- B. All vehicles shall yield right of way to aircraft in motion or emergency vehicles.
- C. No vehicle except ground support and emergency vehicles shall approach so close to any aircraft with running engine(s) as to create a hazard.
- D. All vehicles entering or exiting an operating Airport gate shall wait for the gate to completely close behind them before proceeding to their destination and not allow any other vehicle's entry.
- E. Any vehicle authorized to operate on the Airport's runways or taxiways shall display a rotating or steady beacon that complies with FAA Advisory Circular 150/5210-20A (latest change). Vehicles used by the City, Airport Director or other authorized personnel to check airfield areas are required to have an amber flashing/rotating light on top of the vehicle or an approved white and orange checked flag attached to the vehicle.

- F. All vehicles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio and must monitor the published Common Traffic Advisory Frequency (CTAF) for the Airport and shall communicate with aircraft via two-way aviation radio.
- G. Vehicles shall be parked in designated areas to minimize conflict with aircraft movement. If vehicles parked in or near the aircraft movement area are deemed to create a safety hazard by the Airport Director, they must be moved by the owner upon notification or otherwise at the owner's expense.

4.2 Speed Limits

All vehicles shall be operated within the posted speed limits at the Airport. The maximum speed limit for all vehicles in the airside area, except for authorized municipal vehicles in the performance of their duties, is fifteen (15) miles per hour, unless posted otherwise.

4.3 Accident Reports

The driver of any vehicle involved in an accident at the Airport which results in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, and give his name, address, phone number, and operator's license and registration (N) number to the person injured or to any officer or witness to the accident. Before leaving the Airport, the operator of such vehicle shall give a full report of the accident to the Airport Director and the Big Spring Police Department. A copy of the police report shall be provided to the Airport Director.

SECTION 5.0 AIRPORT SECURITY

5.1 Security

Airport users and operators are responsible for following all directives established by the Airport Director in accordance with the Big Spring Mc Mahon-Wrinkle Airport Security Plan. Primary directives include the following:

- 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 and with the consent of the Airport Director.
- B. No person shall enter any area posted as being closed to the public, except with the consent of the Airport Director.
- C. No person shall enter, remain in, or place in, or remove any object from, any hangar or other building at the Airport without prior written consent of the Airport Director or the person with the legal right of possession of such building.

5.2 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 Director. Violation of this regulation may result in the loss of access privileges.

5.3 Doors & Gates

- A. At no time shall any Airport access gate be left open and unattended in a manner that would allow unauthorized access.
- B. Security doors leading into the airside shall be kept locked when not in use by an authorized person.
- C. Automated vehicle gates are for vehicle access only. No pedestrians shall use an automated vehicle gate for pedestrian access.
- D. Tenants shall be responsible for doors and gates located in their leased areas. Tenant security doors leading to the airside shall be keyed to the Airport master keying system. Tenants and tenant employees are responsible for safeguarding doors, gates, and other forms of passageways between the airside and public areas. Tenants are responsible for safeguarding aircraft and other private property entrusted to their care within the Airport or other locations on their leased premises.

5.4 Weapons

No person, except a police officer, an authorized airport employee, or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or flammable material on or about his person, openly or concealed, at the Airport without the written permission of the Airport Director. This section shall not apply to persons carrying firearms in cases, broken down or unloaded, when said firearms are being transported by air. No person shall furnish, give, sell, or trade a weapon at the Airport.

5.5 Suspicious Activity

Any person observing suspicious, unauthorized, or criminal activity should report such activities immediately to the Airport Director and/or the Big Spring Police Department.

SECTION 6.0 AIRCRAFT OPERATION RULES

6.1 Regulatory

All aeronautical activities at the Airport shall conform to the current applicable provisions of the FAA Regulations and Orders, applicable State Law, and regulations and orders issued by the City.

6.2 Authority to Suspend Operations

The Airport Director may suspend or restrict any or all operations when such action is deemed necessary.

6.3 Runway Use (Preferred and Calm)

The preferred runway is determined by the wind, with aircraft landing and taking off into the wind. The pilot may contact the FBO on the CTAF for the preferred direction. Runway 35 is designated as the calm wind runway.

6.4 Aircraft Airworthiness

All aircraft operated at the Airport shall comply with all applicable FAA airworthiness regulations and shall be airworthy as defined by FAA.

6.5 Based Aircraft Registration

Each person owning or operating an aircraft based at the Airport, shall register with the Airport Director their name, address, email address, telephone number, aircraft make and model, aircraft registration "N" number, and the name, address, email address, and telephone number of their next of kin or person to be notified in case of an accident or emergency. An airplane is considered based at the Airport if the owner or operator pays for a tiedown or for hangar storage for 6 months out of the year.

Each person owning or operating an aircraft based at the Airport shall update their contact information and aircraft information annually on October 1st.

6.6 Hours of Operation

The Airport is available to users 24 hours each day, seven days each week. However, the Airport Director may close the Airport or restrict access in the interest of safety, in which case such restrictions will be published in FAA NOTAM system, as applicable.

6.7 Accidents or Incidents

In the event of an accident or incident on or in the vicinity of the Airport, the aircraft owner, his/her pilot, or agent, shall be responsible for notifying FAA, NTSB, and the Airport Director, as appropriate, as soon as practicable, and promptly removing disabled or wrecked aircraft, with permission granted by the FAA, from the operational area.

Any person damaging any runway or taxiway light or fixture, pavement, navigation aid, or any other airfield facility, by operation of an aircraft, or otherwise, shall immediately report such damage to the Airport Director. Persons causing damage to runway and taxiway lights, pavement, navigation aid, or any other airfield facility, because of negligent operation of an aircraft or willful acts will be liable for replacement cost of the lights(s) and/or fixtures(s) and may be subject to Federal, State and Local laws.

6.8 Prohibiting Use of Airport

The City makes the Airport available as an airport for public use without discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the Airport.

6.9 Radio Communications (CTAF/UNICOM)

Aircraft communications at the Airport must ascribe to the guidelines contained in the Airman's Information Manual (AIM), paragraph 4-1-9, Traffic Advisory Practices at Airports Without Operating Control Towers. All radio-equipped aircraft operating on or near the Airport must transmit/receive on the CTAF/UNICOM frequency 122.8 MHz for airport advisories.

6.10 Weather Communications (AWOS)

Local weather reporting is provided by an Automated Weather Observing System (AWOS) located at the Airport that is designed to serve meteorological and aviation observing needs. Automated weather reporting can be obtained on 118.025 MHz or by calling 432-264-7475.

6.11 Standard Traffic Pattern and Altitude

All flight activity will adhere to FAA Advisory Circular 90-66C (latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers", also depicted in the Aeronautical Information Manual. Aircraft should follow published/recommended traffic pattern altitudes. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft. Arrivals and departures to and from the Airport shall avoid flight overpopulated, residential, or noise sensitive areas whenever possible, consistent with safety.

6.12 Landing and Takeoff Operations

Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop, and go) intentions at least by the final segment leg. All aircraft departing shall observe all traffic in the pattern for potential conflicts before taxiing into takeoff position. See FAR 91.113 (g).

6.13 Takeoffs on Other Than Runways

Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, power lift, balloons, airships, ultralight, or light sport aircraft except by prearranged permission from the Airport Director. Helicopters may operate to and from designated helicopter landing areas.

6.14 Running Aircraft Engines

- A. Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.
- B. No aircraft will be left running without a qualified person at the controls.
- C. No aircraft engine shall be started or run inside any building or hangar.
- D. No engine shall be started, run up, or warmed up until the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

6.15 Aircraft Taxiing Operations

- A. No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.
- B. Aircraft will be taxied at a safe and prudent speed and in such a manner as to be always under the control of the pilot in command.
- C. Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.
- D. Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.

- E. Aircraft shall not be taxied into or out of any hangar using the aircraft's engine. Aircraft must be towed or pushed using other equipment or machinery, with the aircraft engines off.

It is recommended that aircraft taxiing in the movement area be equipped with a two-way aviation radio, monitor the published CTAF for the Airport, and communicate with aircraft via two-way aviation radio.

6.16 Aircraft Parking Operations

- A. Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA Advisory Circular 150/5300-13B (latest change) and all aircraft not hangared shall be parked in the areas designated by the Airport Director for that purpose.
- B. Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump, or fuel service truck parking area in accordance with NFPA 407.
- C. Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Director as an emergency measure.
- D. It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or tied down.
- E. The prolonged storage of damaged/dismantled aircraft or aircraft that appear to be un-airworthy in aircraft shade hangars, tiedowns or other unscreened areas of the Airport shall not exceed thirty (30) calendar days after written notification from the Airport Director. The aircraft owner is required to diligently correct such conditions as soon as possible to prevent an unsightly Airport appearance.
- F. If any aircraft is parked in violation of this section or, in the determination of the Airport Director, presents an operational or safety concern in any area of the Airport, the Airport Director may cause the aircraft, at the owner's/operator's expense, to be moved. The City shall not be liable for any damages which may result from the relocation of the aircraft.

6.17 Loading and Unloading Aircraft

Loading and unloading single-engine aircraft with the engine running is prohibited. Exception will be approved by the Airport Director. With prior notification and approval from Airport Director, multi-engine aircraft may load/unload with the engine opposite of the open door running.

6.18 Aircraft Tie Downs

No person shall operate an aircraft at the Airport except in accordance with the following rules, and all federal, state, and local laws:

- A. All aircraft not hangared shall be tied down and additionally should have the wheels chocked when remaining overnight or during inclement weather.
- B. All aircraft owners or their agents are responsible for the tiedown or security of their aircraft at all times and particularly in inclement weather.

6.19 Aircraft Hangars

Hangars located on airport property must be used for an aeronautical purpose or be available for use for an aeronautical purpose defined as the storage of active aircraft; the final assembly of aircraft under construction; the non-commercial construction of amateur-built or kit-built aircraft; or the maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. Aircraft hangars and associated aircraft equipment and supplies are provided through the Airport's FBOs, SASOs, and tenants as approved by the City and Airport Director. Additional regulations related to aircraft storage may also be enacted by FBOs, SASOs, and tenants and are enforceable under the terms of their hangar lease agreement. Aircraft parked in hangars shall be parked in a manner to be completely contained in the aircraft parking 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.

Use of aircraft storage hangars shall be subject to the following restrictions:

- A. Except where the aircraft is an Aircraft Under Construction (defined in Section 16 below), aircraft stored within a hangar must be considered active or airworthy as defined or referenced by the FAA. The Airport Director may, at any time, require the hangar owner/lessee to demonstrate that the aircraft is considered active or airworthy. The hangar owner/lessee must produce the required documentation within 30 calendar days of the date that the Airport Director requests such demonstration.
- B. For hangars accommodating Aircraft Under Construction, the hangar owner/lessee must provide the Airport Director with appropriate documentation to validate ownership of the aircraft, an appropriate schedule for the completion of the aircraft, and regular completion progress benchmarks as determined by the Airport Director to ensure the construction project proceeds to completion in a reasonable time.
- C. Major aircraft alterations and repairs or preventive aircraft maintenance may be conducted in hangars on the based aircraft at the based location with prior written approval of the Airport Director and the City Fire Department, unless otherwise approved by a lease with the City.
- D. Where no personnel exit is provided, the sliding hangar doors shall remain open thirty-six (36) inches while the hangar is occupied by any person.
- E. Oily rags, oil waste, rags and other rubbish and trash may only be stored in containers with secondary containment and self-closing, tight-fitting lids as approved by the Airport Director.
- F. 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 maintained. Cylinders or tanks not in use shall have a transportation safety cap installed.
- G. Slow (trickle) battery chargers must have automatic shut-off capability, if left unattended. All other battery chargers shall only be used while the owner, operator, or tenant is in attendance.
- H. Aircraft hangars shall be subject to annual and periodic inspections by the Airport Director and the City of Big Spring Fire Department to ensure compliance with all laws, ordinances, and these regulations.

6.20 Student Training - Local Operations

- A. Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.

- B. The Airport Director may designate and advise Airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.

6.21 Noise Abatement

- A. Noise Impact Boundaries / Measurement - Noise Impact Boundaries will be consistent with the guidelines established by FAR Part 150 - Airport Noise Compatibility Planning. All noise measurements identified herein shall be determined by a noise monitor located at sites established by the City at or near the Airport perimeter, or by a noise study conducted by a qualified engineering individual or company, as deemed necessary by the City.
- B. Airport Noise Equivalent Regulation - Aircraft operating from the Airport must meet requirements of 14 CFR, section 36-103.
- C. Voluntary Noise Abatement
 - No touch and go landings between the hours of 10:00 PM and 7:00 AM, local time.

6.22 Aircraft Maintenance

No aircraft shall be repaired on any part of the AOA. All outside repairs shall be made only at places designated by the Airport Director for such purpose. Major engine, airframe or avionics repairs shall be conducted by a properly licensed mechanic within a hangar or building rented, leased, or owned for such commercial purposes. Any preventive maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Director for such purpose.

6.23 Aircraft Cleaning

Aircraft and airport vehicles may be washed and cleaned only in areas specifically designated by the Airport Director. Any materials used that are classified as hazardous and/or toxic by federal, state and/or local governments, are permitted only if used as directed by those agencies and with all the conditions and restrictions imposed by those agencies. Any materials used for cleaning vehicles and producing run-off shall not conflict with the Airport Storm Water Pollution Prevention Plan (SWPPP).

6.25 Flight Instruction

Flight instructors shall inform students and themselves of all Rules and Regulations in effect at the Airport. The Airport Director may designate limited areas of the Airport and local areas approved by the FAA for practice flying and training of students and shall be posted in the Office of the Airport Director. Aircraft shall not be permitted to remain on the landing or takeoff areas for the purpose of instruction.

6.26 Agriculture Spraying Operations

Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Director. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Director. Each Ag operator shall carry liability insurance payable to the City for the cleanup of any hazardous chemical spills at the Airport property caused by the Ag operator. Insurance requirements are provided in the Minimum Standards.

6.27 Rotorcraft Operations

Rotorcraft operations at the Airport shall be conducted in accordance with federal aviation regulations and the FAA Aeronautical Information Manual (AIM), as applicable. At no time shall rotorcraft be operated in such a manner as to damage or endanger other aircraft at the Airport.

6.28 Emergency Locator Transmitter (ELT)

Immediately after takeoff and after landing prior to engine shut down, pilots should tune their aircraft radios to the emergency frequency (121.5 MHz or 243.0 MHz) and listen to determine if their aircraft's emergency locator transmitter (ELT) is broadcasting. If the ELT is turned on and transmitting after a takeoff or landing, as soon as possible after turning it off, the Pilot shall advise the FAA Automated Flight Service Station for the area at telephone number 1-800-WX-BRIEF, that their ELT was accidentally turned on at the approximate time and coordinates, if known, and the time and coordinates it was turned off.

If a pilot lands their aircraft at the Airport, parks and locks or hangars their aircraft with the ELT transmitting and the Airport Director determines such has occurred, the Airport Director shall take immediate action to telephone and/or locate the pilot of the aircraft, advise them of the situation, and request that they return to the Airport immediately and turn off the ELT. Should the pilot fail within a reasonable time to turn off the ELT, the Airport Director, accompanied by a local police officer, or an FAA representative, shall take the necessary action to turn off the ELT. The aircraft owner shall be responsible for all charges associated with turning off the ELT.

6.29 Limitations

The Director may, in the interest of safety, designate special traffic procedures or operations, such as helicopters, air shows, agricultural operations, gliders, ultralights, etc. Approval from any such change from standard procedures shall be published in the FAA's Chart Supplement (BPG Airport/Facility Directory), if of a permanent nature, or the Airport Director shall issue a NOTAM if such change is of a temporary nature.

Skydiving on to the Airport property shall not be permitted without the written approval of the Airport Director.

Engine powered model airplanes, cable or radio controlled, or model gliders shall not be permitted to operate, takeoff or be launched from, flown over, flown in, or land at the Airport without the written approval of the Airport Director.

SECTION 7.0 SPECIAL AERONAUTICAL OPERATIONS

The Airport Director may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, parachutes, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Chart Supplement (BPG Airport/Facility Directory), if of a permanent nature; or the Airport Director shall issue a NOTAM if such change is of a temporary nature. Temporary closing of a portion of the Airport for special events will be approved by the FAA. See FAA Order 5190.6 (latest change).

7.1 Ultralight Operating Procedures

- A. All operations must comply with FAR 103, and applicable recommendations in FAA Advisory Circulars 90-66C and 103 Series, current editions.
- B. Each Ultralight operator must visually ensure that the taxi area is free of obstructions (people, cars, trucks, mowing equipment, etc.) prior to taxiing and conducting flight operations. Ultralights may taxi on the grass median between the taxiway and runway.
- C. Except for emergencies, all airport takeoff or landing operations will use the first third of each active runway. Calm wind runway is Runway 35.
- D. Recommended pattern altitude is 700 feet above ground level (AGL) and a standard left-hand pattern is employed with all active runways except a right-hand pattern for Runway 17.
- E. Voluntarily avoid overflight of residential areas adjacent to the airport as a desirable alternative to formal noise abatement procedures.
- F. Mid-field departures are not permitted, except for touch-and-go operations. Ultralight operators must clear the runway as soon as possible after landing using extreme caution for other aircraft landing or taking off.
- G. Ultralight operators must have reviewed a current copy of the Airport Rules and Regulations for Ultralight Operations prior to conducting continuing flight operations.
- H. In the interests of overall airport safety and ultralight pilot education, with the various types of aeronautical activity occurring at the Airport, membership is recommended in a recognized Ultralight-Sport Aviation oriented organization. Ultralight pilots who do not belong to one of these organizations or who are not rated pilots must receive a briefing from the Airport Director prior to conducting Ultralight Operations.
- I. Safe and professional Ultralight operations are the inherent responsibility of each Ultralight pilot when flying in the vicinity of the Airport. Also recommended is the use of a handheld radio monitoring the Common Traffic Advisory Frequency (CTAF) (122.8 MHz).
- J. Ultralight aircraft that are transported from outside of the Airport for preparation and assembly on Airport property shall only occur in an area designated by the Airport Director. All operators must be familiar with the requirements of this section.

7.2 Unmanned Aircraft Systems (UAS) Operating Procedures

Unmanned aircraft system operations, including UAS, drones, remotely piloted aircraft systems (RPAS), unmanned aerial vehicles (UAV), small unmanned aircraft system (SUAS) vehicles, remotely piloted aircraft (RPA), and other similar vehicles, are prohibited unless written permission has been secured from the Airport Director. Such permitted flying shall be restricted to a certain designated area on the Airport property and must conform to the current regulatory requirements of the FAA, including FAR Part 107 and other commercial certification, if required. Authorized usage of this area shall not interfere with any Airport operational areas (e.g., runways, taxiways, aprons, etc.) or airspace surfaces.

In general, UAS/drone operators should avoid flying near the Airport because it is difficult for manned aircraft to see and avoid a UAS/drone while flying. Remember that drone operators must avoid manned aircraft and are

responsible for any safety hazard their drone creates in an airport environment. For UAS/drone flights near the Airport which lies in uncontrolled airspace, UAS/drones must remain under 400 feet above ground level. While prior authorization is not required, remote pilots and recreational flyers must be aware of and avoid traffic patterns and takeoff and landing areas. A drone must not interfere with Airport operations and must yield right-of-way to all other aircraft. Uncontrolled airspace and other flying restrictions can be found on the FAA's B4UFLY app.

7.3 Skydiving Operations

Parachute descent onto the Airport shall not be permitted without 24-hour advance notice to and approval by the Airport Director. The Airport Director may develop operating procedures and landing areas for parachute operations.

- A.** The designated "Drop Zone" as authorized on a case-by-case basis with the Airport Director.
- B. Skydiving operations will use square or steerable parachutes only.
- C. Prior to Skydiving operations, a NOTAM will be on file with San Angelo FSS.
- D. The Skydiving aircraft will be in communications with Big Spring UNICOM (122.8 MHz) during all operations and will announce the following over the UNICOM frequency:
 - 1. One minute prior to every jump,
 - 2. "Jumpers Away", and
 - 3. "Parachutes Open".
- E.** Parachute descent will be on the upwind side of the Airport and follow a descent corridor as is authorized on a case-by-case basis with the Airport Director.

7.4 Glider Operations

- A. Glider operations are not authorized.

7.5 Balloon Operations

- A. Balloons will launch from the Airport on the parcel of open land as is authorized on a case-by-case basis with the airport Director.
- B.** Balloons are restricted to operations from 5:00 AM to 9:00 AM daily.
- C. Balloon Operators will ensure that a NOTAM is in place before launch.

7.6 Banner Tow Operations

Banner tow operators/pilots will announce banner pick-up and drop-off over the UNICOM Frequency.

7.7 Air Meet Events

- A. An Air Meet is a scheduled event or events consisting of a contest, demonstration or exhibition involving aircraft in flight conducted mainly for the interest of either spectators or contestants.

- B. Air Meet sponsors must submit a formal application and a detailed schedule of the program to the Airport Director for approval. Additionally, the sponsor must submit a certificate of insurance for the specific event no later than thirty (30) days in advance of the event. Insurance requirements are detailed in the Airport Minimum Standards.
- C. After approval is granted for the event by the Airport Director, a detailed schedule of the program and a description of all events shall be submitted to the FAA for their review and approval, resulting in a written permit granted by FAA.
- D. The sponsoring agency will appoint an "Air Boss" who will coordinate and be responsible for the air meet. Responsibilities of the Air Boss include the following:
 - 1. Ensure that a NOTAM is issued when appropriate.
 - 2. Coordinate the contests, demonstrations, or exhibitions.
 - 3. Ensure that all aircraft always have radio contact with the Air Boss and with each other while operating at the Airport or while airborne.
 - 4. Ensure crowd control and the presence of emergency and firefighting equipment.
 - 5. Conduct a pilot briefing on the day of the event that reviews the following (at a minimum):
 - Sequence of events
 - Current weather briefing
 - Operational restrictions
 - 6. Ensure that participating airmen are certificated and current in accordance with FAR Part 61; and
 - 7. Ensure that participating aircraft have a current U.S. Airworthiness certificate and have been maintained in accordance with FAR Part 91, Subpart E.

SECTION 8.0 FUELING, FLAMMABLES FLUIDS, AND FIRE SAFETY

8.1 Regulatory Measures

- A. The FAA uses the standards contained in the current edition of National Fire Prevention Association (NFPA) 407, "Standard for Aircraft Fuel Servicing" and other standards and resources provide a standard for the storage and delivery of aviation fuel in an airport environment. NFPA 407 is the generally accepted industry best practice at many airports; however, local fire code and regulations at specific airports may differ.
- B. Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place.
- C. Helicopters are exempt from this rule and will be permitted to refuel with the engine running (hot-fueled) consistent with the FAA Regulations. .
- D. Persons/or businesses wishing to supply or dispense aviation fuel for use in their privately owned aircraft shall not be denied; however, they must meet all the requirements the Airport places on other fuel

suppliers, public or private, and meet the terms as defined in the Minimum Standards for Fixed Base and Commercial Operators.

8.2 Refueling, Defueling, and Fuel Storage Operations

Aircraft fuel sales at the Airport may be provided by the Airport or FBOs through self-service fuel pump or full-service. The selling of fuel at the Airport by any other person, business or organization is prohibited.

- A. All aircraft fueling, fuel equipment, and procedures will be in accordance with National Fire Prevention Association (NFPA) 407, "Standard for Aircraft Fuel Servicing".
- B. All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, or current edition as published by International Code Council, Inc., and FAA Advisory Circular 150/5230-4C, (latest change).
- C. All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least fifty (50) feet.
- D. Fueling trucks shall not be parked within any building or hangar or within fifty (50) feet of any building, hangar, or parked aircraft. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.
- E. Aircraft fuel storage tanks for above-ground use will be constructed and installed, registered, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality. Underground fuel tanks are prohibited.
- F. Aviation or auto fuels shall not be stored within a hangar or building except in approved three (3) gallon or smaller containers manufactured and marked for such purpose and only with the approval of the Fire Marshal.
- G. Persons or businesses wishing to dispense fuel into the privately owned aircraft shall not be denied, however, they must meet all reasonable requirements the City places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property must be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.
- H. Public sale of automobile gasoline for use in aircraft will not be permitted at the Airport without written approval of the Airport Director. Aircraft authorized by the FAA to use auto gasoline may be privately fueled by the owner in a location designated by the Airport Director in accordance with all rules appertaining to aircraft fuel and fire safety contained herein.
- I. All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel systems, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.
- J. All aviation fuel storage tanks, aviation fuel pumps, fuel hydrants, and aircraft fuel service vehicles, whether publicly or privately owned, shall be subject to annual inspections and require applicable certifications.

- K. Fuel spills more than one (1) gallon or six (6) feet in diameter must be reported to the Airport Director and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations.
- L. Persons shall not fuel an aircraft in a manner that overfills the tank(s) or causes the tank(s) to leak fuel through its vent. In the event of spillage or dripping of gasoline, oil, grease, or any material that may be unsightly or detrimental to the Airport, the same shall be removed immediately and the incident reported to the Airport Director within two hours. The responsibility for the immediate removal of such gasoline, oil, grease, or other material shall be assumed by the operator or owner of the equipment causing the same or by the tenant or concessionaire responsible. In the event of such spillage, and the failure of the operator or owner to restore the area to its original safe and environmentally sound status, the City may clean up any material unlawfully spilled, placed or otherwise deposited at the Airport and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses incurred by, or fines or damages imposed on, the City as a result thereof.
- M. Fueling of boats, motor homes, ATVs or other recreational vehicles is prohibited on the airside area.
- N. Any individual or business dispensing fuel at the Airport must have liability coverage with the City added as an additional insured. Coverage limits are provided in the Airport Minimum Standards.

8.3 Fuel Flowage Fee

Any person, corporation, partnership, association, or business entity who dispenses fuel at the Airport for private or commercial purposes directly into any aircraft at the Airport must pay a minimum fuel flowage fee as defined in the Airport's current listing of Rates and Charges. This fee does not apply to the filling of fuel storage tanks by fuel distributors. Payment to the City of all fuel flowage fees must be made not later than the fifteenth (15) day of the month following the date of the fuel delivery.

Payment of fuel flowage fees shall be accompanied by a report in a form approved by the Airport Director that indicates the amount of fuel delivered to the Airport during the preceding month. Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.

8.4 Spill Prevention and Control

- A. Immediate action must be taken by the company and/or person responsible for any fuel spillage to prevent said fuel spillage from entering drainage ditches, gutters, bodies of water, or into sewer systems or storm drains of the Airport.
- B. Any person or agency causing any fuel spillage during fuel transfer operations or otherwise, shall be responsible for all consequences arising there from.
- C. Persons responsible for large fuel spillage (one (1) gallon or six (6) feet or more in diameter) shall immediately notify the Airport Director and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations.
- D. Persons responsible for small fuel spillage (less than one (1) gallon or six (6) feet in diameter) shall promptly clean up the spill using the techniques recommended by the National Fire Protective Association (NFPA).

8.5 Fire Safety

- A. Every person using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.
- B. Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.
- C. Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as designated by the Airport Director.
- D. No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building upon the Airport.
- E. No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the Airport Director.
- F. Hangar entrances must be clear in a manner such that emergency, fire, and rescue personnel and equipment can immediately access the hangar without hindrance.
- G. The floors in all buildings shall be kept clean and free of oil. Volatile or flammable substances shall not be used to clean floors, walls, or any portion of a hangar structure.
- H. Airport tenants and lessees are required to supply and maintain adequate and readily accessible fire extinguishers. Each fire extinguisher should carry a suitable tag showing the date of the most recent inspection.

8.8 Storage of Refuelers

Fuel trucks shall not be parked within any building or hangar or within fifty (50) feet of any building, hangar, or parked aircraft. Fuel trucks shall be parked with a minimum of ten (10) feet separation between vehicles.

8.9 Fuel Storage Facilities

Aircraft fuel storage tanks for below ground or above ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, Rules and Regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality (TCEQ).

Aviation or auto fuels shall not be stored in a hangar or building except in small quantities (maximum allowable container size for storage shall not exceed seven (7) US gallons) and must be a container approved for such use by the US Department of Transportation and the City Fire Marshal.

8.10 Equipment

All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel systems, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.

All aircraft fueling, fuel equipment, and procedures will be in accordance with the current version of National Fire Prevention Association (NFPA) 407, "Standard for Aircraft Fuel Servicing".

SECTION 9.0 LEASE OF AIRPORT PROPERTY AND CONSTRUCTION ON AIRPORT

Hangars and other buildings or structures owned by the City may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial enterprise, such as an FBO or SASO.

The City may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with an approved Airport Master Plan/Airport Layout Plan and designed guidelines. Aviation-related use must be given priority in the use of all leased or privately owned property, buildings, or structures. If the aviation needs of the Airport are sufficiently met, the Airport Director may authorize non-aviation use of any portion of the Airport or any building at the Airport on a case-by-case basis. Application of such non-aviation use shall be made to the Airport Director; and approval from the FAA must be received prior to granting authorization for non-aviation use.

9.1 Authorized Use of Leased Premises

Aeronautical users and tenants of the Airport, and tenants with non- aeronautical use privileges, shall not utilize leased premises for any purpose, except as specifically authorized by the City and/or the Airport Director.

9.2 Lease Agreement

Before construction of or use of any property or facility at the Airport, a business entity or general tenant must enter into a lease agreement with the City at established rates and with defined activities. The lease agreement must describe the premises clearly, and accurately; the official plot plan and survey drawings of the properties will be attached to the lease and incorporated by reference. The site description must clearly and precisely describe the lessee's rights with respect to the use of landing areas, runways, taxiways, automobile and aircraft parking areas, aprons, ramps, and the use of navigational aids and terminal facilities. The lease may provide for future growth by specifying the lessee's option to expand to additional areas, although such a provision may not create a de facto exclusive operation.

9.3 Compliance with Building Codes

A tenant or FBO or SASO shall use the premises in compliance with all other requirements imposed by, and promulgated by a duly authorized agency, and those requirements enacted and promulgated by the City and the State of Texas.

9.4 Restrictions

No leased property, buildings or structures erected at the Airport shall be utilized for storage of non-aviation equipment, such as automobiles, boats, trailers, recreational vehicles, or farm equipment, unless applied for through the Airport Director and specifically permitted by lease agreement. A lessee does not have the right to remove fixtures (i.e., light fixtures, fire suppression equipment, radio speakers, etc.) annexed to or incorporated in facilities owned by the City.

9.5 Assignment and Sub-letting

A lessee shall not, at any time during the term of an agreement, in any manner, directly or indirectly, voluntarily, or involuntarily assign, sublease, hypothecate, or transfer lease agreements or any interest therein without the

express written consent of the City. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease. If the lessee fails to comply with this requirement, the City may terminate any agreements upon notice to the lessee.

9.6 Payment of Lease, Rents, and Fees

This policy addresses the leasing terms and measurement (for land leases, and building, terminal and/or room leases) for leases granted by the City. The Airport Director will provide the City with relevant information for specific elements herein.

- A. All FBOs, SASOs, tenants, and operators of the Airport are expected to pay their charges/fees/leases upon their respective due date, receipt of a mailed invoice or receipt of a product or service. Additionally, it is the responsibility of the customer to inform the Airport Director and the City Billing Department of any changes in the billing address.
- B. Invoices that are in dispute must be identified and resolved with the Airport Director within thirty (30) days of receipt. During such occurrences, the following apply:
 1. Accounts in dispute will not be assessed a service charge nor have collection action taken until the dispute is resolved.
 2. Customers may appeal the resolution offered by the Airport Director to the City at their next regularly scheduled public meeting.
- C. Amounts in arrears over thirty (30) days will be assessed a service charge of five percent late fee. For accounts ninety (90) days overdue, the Airport Director will duly process those accounts for collection action. The Airport Director will send a letter (Certified Return Receipt Requested) to accounts ninety (90) days overdue at the listed billing address, stating the amount overdue and the intended actions. The individual (or Corporation/Company) will have fourteen (14) days from date of receipt to respond with the payment or other acceptable arrangement. Failure to take acceptable action will result in any or all of the items listed below:
 1. Impounding of the Aircraft
 2. Processing a lien against the aircraft through the FAA
 3. Referral to a collection agency
 4. Submitting all appropriate data to a credit bureau
 5. Seeking all legal remedies
 6. Municipal liens (in accordance with policy) against property
- D. Accounts will not accrue more than a limit established by City.
- E. Customers who will be out of the local area for extended periods of time may make pre-payment of regular fees/leases or other such acceptable arrangements with the Airport Director before their departure. Arrangements will be in writing stating the date the account becomes active.

- F. For all accounts in arrears over ninety (90) days after complying with the policies and procedures in place, the Airport Director will make one (1) attempt to resolve before processing these accounts for immediate collection action.

9.7 Lease Terms

No lease of airport property or facilities shall be granted for a term exceeding forty (40) years if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the City at the end of the lease term, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed twelve (12) months.

All leases shall be subject to review and reevaluation at the end of their term or within their period to adjust lease rates in relation to the consumer price index (CPI). If the consumer price index as determined by the City has changed, the lease rates may be changed to such percentage as established by the lease.

9.8 Construction on Leased Property

- A. The FAA Form 7460-1, "Notice of Proposed Construction or Alteration," (or most current FAA approved form) will be completed for all construction and submitted to the Airport Director to review for completeness and accuracy, and then formally submitted to the FAA for airspace study. A determination of No Hazard to Air Navigation must be received from the FAA prior to any construction at the Airport. No hangar or structure may be erected within the building restriction line (BRL) or in conflict with the approved Airport Layout Plan (ALP).
- B. All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current standards established by the Latest Edition of the International Building Code and the National Electrical Code and shall provide for the construction to be from material satisfactory and acceptable to the City. All construction must be of a compatible standard of withstanding winds of 115 miles per hour with doors open or closed. All construction shall be in accordance with design and construction standards required or established by the City for the facility or activity involved. The Airport Director must have written approval of the plans and specifications must be obtained prior to construction.
- C. No leased property, buildings or structures erected at the Airport shall be utilized for storage of non-aviation equipment, such as automobiles, boats, trailers, recreational vehicles, or farm equipment, unless applied for through City and specifically permitted by lease agreement with the City.
- D. Any privately-owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the City, must be removed after due notice to the owner in writing or the City will consider such structures or hangars abandoned and will seek title to such structure or hangar.
- E. Title to all buildings and apparatuses, which may be built on Airport property, shall revert to the City when the subject tenant vacates their lease for any reason.
- F. Leased land which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and returned to its original/acceptable condition.

9.9 Environmental Issues and Indemnification

Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

- A. Asbestos in any form.
- B. Urea formaldehyde foam insulation.
- C. Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls more than 50 parts per million; or
- D. Any other chemical, material, air pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state and/or local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:
 - 1. in amounts in excess of that permitted or deemed safe under law,
 - 2. or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").

9.10 Environmental Cleanup Laws

An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the same time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises by an Airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The City shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings, and losses of whatever nature (including, without limitation, attorney's fees, and court costs). And all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal, or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

9.11 Environmental Notices

An Airport tenant shall promptly supply the Airport Director with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous materials.

9.12 Environmental Survival

An Airport tenant’s liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

9.13 Storm Water Compliance

- A. The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for “vehicle maintenance shops” (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts “vehicle maintenance” or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.
- B. The City shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A permit issued to the City may name an Airport tenant as a co-permittee.
- C. An Airport tenant’s close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An Airport tenant may implement and maintain “Best Management Practices” to minimize the exposure of storm water (and snow melt) to “significant materials” generated, stored, handled, or otherwise used as defined in the federal storm water regulations.
- D. The City’s storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.
- E. The City will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the City storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to:
 - 1. certification of non-storm water discharges,
 - 2. collection of storm water samples,
 - 3. preparation of storm water pollution prevention or similar plans, or
 - 4. implementation of “good housekeeping” measures or best management practices; and maintenance of necessary requirements.
- F. Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.

9.14 Compliance with Health and Sanitary Codes

A FBO, SASO, or airport tenant shall be required to always comply with any safety, health or sanitary codes of the City and the State of Texas.

9.15 Non-Discrimination Covenants

- A. Pursuant to 49 CFR, Department of Transportation, Part 21, each lease will include as a covenant to ensure that:
 - 1. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property; and
 - 2. that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.
- B. The right to conduct aeronautical activities for furnishing services to the public is granted to an airport tenant subject to the agreement:
 - 1. to furnish services on a fair, equal, and not unjustly discriminatory basis of all users, and
 - 2. to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

9.16 Insurance

An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

- A. Insurance against loss or damage to improvements by fire, lightning, and other risks included under standard extended coverage policies.
- B. General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the leased premises, such insurance to afford protection as defined within the Airport Minimum Standards. These limit requirements represent minimum coverage, and the City may require increases in bodily injury or property damage insurance. Detailed insurance requirements are provided in each lease.
- C. Supplemental insurance such as hangar keeper's liability or product liability may be required for associated airport businesses. The amounts and limits of these requirements are to be detailed in the lease agreements established for these businesses and are included in the Airport Minimum Standards document.
- D. All such policies of insurance shall be issued by insurance companies acceptable to the City, shall name the City as an additional insured or loss payee and shall provide for at least ten (10) days written notice prior to cancellation or modification. A certificate of said insurance must be furnished to the City.

9.17 Hold Harmless

The City shall not be liable to Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the City.

9.17 Miscellaneous Clauses

- A. Airport development. The city reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the views of the operator, and without interference or hindrance. If the physical development of the airport requires the relocation of the operator, the city agrees to provide a comparable location with similar facilities, and agrees to relocate all operator-owned buildings or provide similar facilities for the operator at no cost.
- B. City's rights. The City reserves the right (but shall not be obligated to the operator) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the same together with the right to direct and control all activities of the operator in this regard.
- C. War or national emergency. During any time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the government, shall be suspended or modified in whatever manner is appropriate to the situation.
- D. Airport obstructions. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent the operator from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.
- E. Non-exclusive rights. The agreement shall not grant to the tenant the exclusive right to provide any or all of the services described in this article at any time during the term of this agreement. The City reserves the right, at its sole discretion, to grant others certain rights and privileges upon the airport which are identical in part or in whole to those granted to the tenant.
- F. Compliance with laws. The tenant shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the City. The tenant shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.
- G. Subordination. The agreement shall be subject and subordinate to the provisions of the indenture and the amendment to indenture whereby the City derived title to the premises from the United States and to any existing or future agreement between the City and the United States, or any agency thereof, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport; provided, however, that the City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of the tenant in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of the City or the United States pursuant thereto.

SECTION 10.0 PERSONAL CONDUCT

10.1 Conduct on the Airfield

- A. No person shall, at or upon the Airport, perform or fail to perform any act if the performance or omission thereof endangers or is likely to endanger person or property.
- B. No person shall walk or operate a ground vehicle on any runway, taxiway, or aircraft apron, unless authorized to do so by the City and/or the Airport Director.
- C. No person shall loiter in or about any public or non-public area of the Airport.
- D. No person shall climb, jump or in any way traverse any fence, barrier, or pass beyond prohibitive sign to gain access or ingress to the Airport and/or restricted access.
- E. No person shall commit any disorderly, obscene, indecent, or unlawful act, commit any nuisance or abandon any personal property in or about any public or non-public area of the Airport.
- F. No person shall destroy, tamper with, attempt to destroy, deface, or disturb any building, sign, equipment, fixture, marker or other structure or property at the Airport.
- G. No person shall deliberately tamper with, alter, move, or otherwise affect any perimeter fence, gate, gate tracking device, security equipment, CCTV camera PIN pad access control device, lock, electromagnetic locking device or other such implement.
- H. No person shall deliberately activate any security device or cause a security alarm when no actual threat to security or emergency condition exists.
- I. No person shall deliberately interfere with or obstruct the duties of any duly authorized and appointed security personnel, Airport employee, official representative of the Airport, or Airport tenant employee, actively engaged in performing duties regarding Airport security.
- J. No person shall engage in horseplay, be knowingly reckless, or act in such a way that may cause harm to others at any time while on Airport property.
- K. No alteration shall be made to any leased or sub-leased area or any public or non-public area in the Airport unless approved in writing by the Airport Director.

10.2 Injury to Persons

Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the Airport Director or by any other authority having jurisdiction at the Airport.

10.3 Damage to Airport

Any person, individual, or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable to the City.

10.4 Damage to Airport Lighting

Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Director. Persons causing damage to runway or taxiway lights because of negligent operation of an aircraft or willful acts will be liable for replacement cost and may be charged with a misdemeanor.

10.5 Intoxicants and Narcotics Prohibited

No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

10.6 Animals

No person shall enter the Airport with a pet or other animal unless the animal is, and remains, restrained by a leash, or properly confined as determined by the Airport Director. Service animals shall be exempt.

10.7 Living Quarters

No person may make living quarters on Airport property unless approved by the Airport Director and the City.

10.8 Litter

No foreign objects, including boxes, crates, paper, bottles, cans, scrap, nuts, bolts, nails, tall grass, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

If such items of litter are permitted to accumulate around privately owned, rented, or leased hangars or buildings, the Airport Director shall notify the hangar or building owner, renter, or lessee by registered letter to remove the offending litter. If within ten (10) working days after the receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Director may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

10.9 Lost or Abandoned Property

Any person coming into possession of lost or abandoned articles of money or personal property shall present said articles to the Airport Director for safekeeping and disposition in accordance with the law.

SECTION 11.0 ABANDONMENT OF AIRCRAFT AND VEHICLES

These Rules and Regulations shall be observed in relation to abandoned aircraft and other vehicles at the Airport.

11.1 Standard Aircraft Tiedown

- A. Aircraft stored in a standard aircraft tiedown area for three (3) months without observed activity or communication from the aircraft operator will be considered abandoned by the Airport Director and appropriate action will be taken according to current law and airport policy.
- B. Procedure for establishing the fact that said aircraft is abandoned:
 - 1. After thirty (30) days of non-response or non-payment from an aircraft operator to the monthly tiedown billing, a letter (first notice) will be sent to the aircraft operator.
 - 2. The first notice letter will be sent to both the billing address of the aircraft operator as recorded by the Airport Director/City Billing Department and the home of record of the aircraft owner as currently recorded by the Federal Aviation Administration's record of registration. This letter will contain the total amount of fees owed, the aircraft abandonment policy and a statement that the aircraft owner/operator contact the Airport Director to resolve this issue.
 - 3. After sixty (60) days of non-response or non-payment from the aircraft owner/operator, a letter (second notice) will be sent to the aircraft owner/operator.
 - 4. The second notice letter will be sent to both the billing address of the aircraft operator as recorded by the Airport and home of record of the aircraft owner as currently recorded by the Federal Aviation Administration's record of registration. This letter will contain the total amount of fees owed and a statement of the proposed action contemplated. The aircraft owner/operator will be given thirty (30) days to respond.
 - 5. After ninety (90) days of non-response or non-payment from the aircraft owner/operator, the matter will be presented to the City solicitor for resolution and final disposition.
 - 6. All formal notifications to aircraft owner/operators will be mailed by Certified Mail-Return Receipt Requested through the U.S. Post Office.

11.2 Airport Property other than Standard Tiedown

- A. Aircraft parked on Airport property other than standard tiedown for seven (7) days without any communications from the aircraft owner/operator shall be considered abandoned.
 - 1. Aircraft parked/stored on property leased by FBOs for the express purpose of temporary storage (i.e., Aircraft awaiting maintenance at a maintenance facility or pick-up by the owner after maintenance is completed) will be exempt.
- B. Procedure for establishing the fact said aircraft is abandoned.
 - 1. Aircraft parked on airport property for seven (7) days without communication from the aircraft owner/operator will have a letter mailed to the aircraft owner at the address currently on file with the Federal Aviation Administrations' record of registration. This letter will include a statement of total fees owed the Airport and the aircraft abandonment policy with the requirement that the aircraft owner contact the airport authority within five (5) days of receipt to resolve this issue.

2. The second notice will be issued if no communication from the aircraft owner within the preceding five (5) days, stating the fees owed, aircraft abandonment policy and the proposed action. The aircraft owner will be given five (5) days after receipt to respond.
3. Five (5) days after receipt of the second notification without communication from the aircraft owner, the matter will be presented to the City solicitor for resolution and final disposition.
4. All formal notifications to aircraft owner/operators will be mailed by Certified Mail-Return Receipt Requested) through the U.S. Post Office.
5. Automobiles deemed to be abandoned will be subject to the same procedures as aircraft.

SECTION 12.0 KNOWLEDGE OF RULES IMPLIED AND RESPONSIBLE PARTY

By publication and adoption of these Rules and Regulations, all persons shall be deemed to have knowledge of its contents. However, the Airport Director is directed to have copies of the Airport Rules and Regulations posted in paper or electronically, where appropriate. Copies shall always be available in the Airport Director's office, and copies shall be furnished to all owners and operators of aircraft based at the Airport. Any person accessing the Airport shall be responsible for their actions and all actions of any person to whom they provide access, whether directly or indirectly.

SECTION 13.0 CONFLICTING LAWS, ORDINANCES, REGULATIONS, AND CONTRACTS

If and where there are conflicts in the Rules and Regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. In any case where a provision of these regulations is found to conflict with any other provision of these regulations adopted hereunder or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

In cases where two (2) or more provisions of these regulations are in conflict, the most stringent or restrictive shall prevail. It is not intended by these regulations to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws, ordinances, codes, rules, or regulations except those specifically repealed by these regulations, or to excuse any person from performing obligations to the City under any lease or other contract.

No existing or future City contract, lease agreement or other contractual arrangement, nor any payment or performance thereunder, shall excuse full and complete compliance with these regulations. Compliance with these regulations shall not excuse full and complete compliance with any obligations to the City under any existing or future City contract, lease, agreement, or other contractual arrangement.

Compliance with these regulations does not excuse failure to comply with any other law.

SECTION 14.0 PENALTY FOR VIOLATION

The Airport Director may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of these rules or regulations prescribed herein pending a hearing by the

City. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period as may appear necessary for the protection of life and property. This section is cumulative of all other penalties for violation of Federal, State, and Local laws, rules, regulations, ordinances, and orders. The Airport Director or City may request authorized agents to investigate suspected violations of these rules.

SECTION 15.0 SEVERABILITY

If any of the provisions of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 16.0 DEFINITIONS

The words and phrases included within this section should be understood as defined below with respect to the Rules and Regulations, 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. The definition of "Airport", "aircraft", "airplane", and other common terms used herein as defined in Part 1, Code of Federal Regulations, Title 14, Aeronautics and Space.

Abandon - as applied to property left at the Airport, means that the object has been left on City property or the property of another without consent of the City for forty-eight (48) hours without the owner moving or claiming it. Such property shall be impounded by the Big Spring Police Department and/or towed at the owner's expense.

Accident - 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 - any activity or service that 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, scheduled commercial passenger service, charter operations (under either Federal Aviation Regulation (FAR) Part 121 or 135), charter brokerage, aircraft hangar leasing, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of general aviation aircraft parts, and other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

Aeronautical business permit - administrative approval issued by the Airport Director to a person or company to conduct commercial activity and provide such services to based and transient aircraft at the Airport only in facilities at the Airport at which such services are authorized.

Aircraft - any device intended to be used, or designed, to navigate, or fly in the air.

Aircraft fuel - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating: (a) an internal combustion engine; or (b) a jet or turbine engine.

Aircraft operation - an aircraft arrival at, or departure from, the Airport.

Aircraft Operations Area (AOA) - includes aircraft aprons, ramps, taxiways, taxi lanes and runways where aircraft movement is expected to occur.

Aircraft parking and storage areas - those hangar and apron locations at the Airport designated by the Airport Director for the parking and storage of aircraft, and such areas of the Airport designated for aircraft maintenance, engine run-up, and self-fueling.

Aircraft under Construction - non-airworthy or inactive aircraft in the process of being built (including, but not limited to, the non-commercial construction of amateur-built or kit-built aircraft), or an aircraft in the process of being extensively restored or temporarily out of service in the process of becoming airworthy may be stored in the hangar for up to two (2) years. The Airport Director may provide an extension of time if requested, provided the Airport Director completes a hangar inspection prior to making a final determination, and if the Lessee has demonstrated a need for a longer period. Before storing any Aircraft Under Construction, the Lessee must first obtain the Airport Director's written consent, which may be conditioned on the Lessee making progress toward the aircraft becoming active or airworthy. The Airport Director may require progress benchmarks at any stage to help ensure that the construction project proceeds towards completion in a reasonable time. Proof of ownership will be required for all Aircraft Under Construction requests.

Airport - the entirety of City-owned or leased real or personal property comprising Big Spring Mc Mahon-Wrinkle Airport as it currently exists or as it may hereafter be expanded and developed. "Airport" includes all its facilities as shown on the most current Airport Layout Drawing. "Airport" with a capital refers to Big Spring Mc Mahon-Wrinkle Airport for which these rules are adopted.

Airport Director - the duly appointed director of the Airport or the director's designee, as currently established by the City of Big Spring. It may hereafter, however, be designed as another representative duly appointed by the City Manager.

Airport Owner - the City of Big Spring

Airport Sponsor - the City of Big Spring

Airside - the area of the Airport that is either contained within the Airport perimeter fence, or which requires access through a controlled access point.

Based aircraft - an aircraft: (1) which the owner physically locates at the Airport with no present intention of definite and early removal and with the purpose to remain for period not less than six (6) months; (2) which, whenever absent from the Airport, its owner intends to return to the Airport for permanent storage or parking; and (3) whose presence at the Airport is something other than merely transitory in nature.

Based location - the location on the Airport that is listed as an aircraft's hangar, shade or tiedown location as registered with the Airport Director.

City - the City of Big Spring City Council and/or relevant City of Big Spring governmental and administrative departments.

Commercial activity - the conduct of any aspect of a business, concession, or service to provide goods or services to any person for compensation. An activity is considered commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

CTAF - Common Traffic Advisory Frequency

FAR - Federal Aviation Regulation(s) established by the Federal Aviation Administration.

Fixed Based Operator (FBO) - any person, firm or corporation which maintains facilities at the Airport for the purpose of engaging in the retail sale of aviation petroleum products, associated line service, aircraft airframe and/or engine repair and a minimum of two (2) of the following: flight instruction, aircraft rental/sales, air taxi, aircraft charter operations, avionics, instrument or propeller repair, or aircraft storage.

Fuel handling - the transportation, delivery, fueling, and draining of fuel or fuel waste products, and the fueling of aircraft.

Fuel storage area - any portion of the Airport designated temporarily or permanently by the City as an area in which gasoline or any other type of fuel may be stored or loaded.

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

Hazardous material - any hazardous or toxic substance, waste, or material:

- A. the presence of which requires investigation, removal and/or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law.
- B. which is or becomes subject to regulation under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto.
- C. 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, commission, council, board, agency or instrumentality of the United States, the State of Texas, or any political subdivision thereof; or
- D. which, without limitation, contains trichloroethene ("TCE"), 1,1,1 - trichloroethane ("TCA"), 1,1 - dichloroethane ("DCE"), tetrachloroethene ("PCE"), 1,2-dichloroethene, chloroform, gasoline, diesel fuel, propane or other petroleum hydrocarbons, polychlorinated biphenyls ("PCBs"), asbestos, urea formaldehyde foam insulation or radon gas.

Landside - the general public-use common areas of the Airport such as public roadways, parking lots and buildings which are not contained in the airside area.

Lessee - someone other than the City who has a possessory interest in real property that is at the airport and owned by the City.

Local aircraft operations - aircraft operating in the local air traffic pattern or within sight of the airfield; aircraft that are known to be departing for or arriving from flight in local practice areas located within a twenty (20) mile radius of the Airport; or aircraft making simulated instrument approaches or low passes at the Airport.

Major aircraft alterations and repair - major alterations and/or repairs of the parts or of the types listed in FAR Part 43.

NOTAM - Notice to Air Missions. NOTAMs are created and transmitted by the FAA and airport management to alert aircraft pilots of any hazards enroute or at a specific location.

Owner of an aircraft - a person who holds legal title to an aircraft.

Park or parking - the standing of an aircraft or vehicle, whether occupied or not.

Pedestrian - any person traveling on foot.

Permission or permit - permission granted by the City and/or Airport Director.

Preventive aircraft maintenance - maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations.

Public area - those areas normally used by the public, including structures and devices such as roadways, sidewalks and terminal facilities that are maintained and kept at the Airport for use by the public.

Roadway - 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.

Smoking - 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 Aviation Service Operation (SASO) - An aeronautical business that offers a single or limited service.

Taxilane - the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway - a defined path established for the taxiing of aircraft from one part of the Airport to another.

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

Tenant – see *Lessee*.

Traffic pattern - the traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Through-the-Fence (TTF) Operator – when the owner of a public airport permits access to the public landing area by independent operators offering an aeronautical activity or by aircraft based on land adjacent to, but not a part of, the airport property. Through-the-fence operations include businesses or individuals that have access to the airport infrastructure from outside airport property, or that utilize airport property to conduct a business but do not rent business space at the airport. Note that the Airport Sponsor's obligation to make an airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of an airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to airport access.

Vehicle - means a device, except aircraft, in, upon, or by which any person or property is or may be propelled or moved, except a device moved by human power.

Vehicle parking area - any portion of the Airport designated and made available temporarily or permanently by the City for the parking of vehicles.