



## SPECIAL CITY COUNCIL MEETING

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City Hall Council Chambers, 298 West Washington Street  
Tuesday, November 19, 2024 at 5:30 PM

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### AGENDA

#### CALL TO ORDER

#### PRESENTATIONS

1. Stephenville Fire Department Life Saving Award Presentation
2. Proclamation Recognizing Stephenville as a Tourism Friendly Destination

#### TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, Chair

3. Tourism and Visitors Bureau Committee Report for November 19, 2024
4. Consider Adoption of Airport Rules and Regulations
5. Consider Approval of Expenditure to KSA Engineers for Airport Improvement Plan
6. Consider Approval of Resolution Authorizing Completion of the Airport Improvement Plan

#### FINANCE COMMITTEE

David Baskett, Chair

7. Finance Committee Report for November 19, 2024
8. Consider Approval of an Ambulance Financial Hardship Application
9. Consider Approval of a Reduction in an Emergency Ambulance Service Invoice
10. Consider Approval of Ambulance Bad Debts Receivable Write-Off

#### NOMINATIONS COMMITTEE

Maddie Smith, Chair

11. Nominations Committee Report for November 19, 2024
12. Consider Approval of Nomination for Erath County Appraisal District Board of Directors

#### EXECUTIVE SESSION

In compliance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with

13. **Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **S2800 COLLEGE HEIGHTS ADDITION**

#### ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

#### ADJOURN

***In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.***



**RECOGNIZING STEPHENVILLE  
AS A  
TOURISM FRIENDLY COMMUNITY**

WHEREAS, the City of Stephenville, located in the heart of Erath County, is renowned for its rich history, diverse culture, western heritage and welcoming atmosphere; and

WHEREAS, Stephenville takes great pride in offering exceptional experiences for visitors from near and far, featuring unique attractions, local businesses, recreational opportunities, and a taste of authentic Texas charm and hospitality; and

WHEREAS, the citizens of Stephenville, in partnership with local government, businesses, and community organizations, have worked diligently to create an environment that is inclusive, welcoming, and hospitable to tourists, ensuring that every visitor feels like a part of our community; and

WHEREAS, the development of tourism in the City of Stephenville enhances our economy by supporting local businesses, generating jobs, and promoting sustainable growth, while also preserving our natural and cultural resources for future generations; and

WHEREAS, the City of Stephenville continues to invest in infrastructure, events, and amenities designed to enhance the visitor experience, fostering a tourism-friendly environment that attracts both new and returning guests; and

WHEREAS, it is essential for communities to recognize and celebrate the value of tourism as a key driver of economic prosperity, cultural exchange, and regional pride;

**NOW, THEREFORE, I, Doug Svien, Mayor of the City of Stephenville, do hereby proclaim**

***'THE CITY OF STEPHENVILLE IS A TOURISM FRIENDLY COMMUNITY'***

and I encourage citizens to join me in recognizing the positive effect tourism has on the economy, growth, and image of the City of Stephenville, Texas.

IN WITNESS WHEREOF, I have hereby set my hand and caused to be affixed the seal of the City of Stephenville, Texas, this 19<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Doug Svien, Mayor of Stephenville

# STAFF REPORT



**SUBJECT:** Airport Rules and Regulations  
**DEPARTMENT:** Stephenville Clark Regional Airport  
**STAFF CONTACT:** Darrell Brown/Sean Clemmons

## RECOMMENDATION:

On August 30, 2024, the Airport Advisory Board adopted and recommends the City Council adopt the proposed Airport Rules and Regulations.

## BACKGROUND:

In accordance with the Airport and Airway Improvement Act of 1982, 49 United States Code (U.S.C.) § 47101, et seq., and the Airport Improvement Program Sponsor Assurances, the owner or operator of any airport (airport sponsor) that has been developed or improved with Federal grant assistance or conveyances of Federal property assistance is required to operate the airport for the use and benefit of the public and to make it available for all types, kinds, and classes of aeronautical activity. The Surplus Property Act of 1944 (as amended by 49 U.S.C., §§ 47151-47153) contains a parallel obligation under its terms for the conveyance of Federal property for airport purposes. Similar obligations exist for airports that have received non-surplus government property under 49 U.S.C. § 47125 and previous corresponding statutes.

These Federal obligations involve several distinct requirements. Most important is that the airport and its facilities must be available for public use as an airport. The terms imposed on those who use the airport, and its services must be reasonable and applied without unjust discrimination, whether by the airport sponsor or by a contractor or licensee who has been granted a right by the airport sponsor to offer services or commodities normally required to serve aeronautical users of the airport.

Federal law requires that recipients of Federal grants (administered by the FAA) sign a grant agreement or covenant in a conveyance of property that sets out the obligations that an airport sponsor assumes in exchange for Federal assistance. The FAA's policy recommending Rules and Regulations stems from the airport sponsor's grant assurances and similar property conveyance obligations to make the airport available for public use on reasonable conditions and without unjust discrimination.

## FISCAL IMPACT SUMMARY:

None – there is no cost for this service.

## ALTERNATIVES

Non eligible for grant funding.



**Stephenville Clark Regional Airport – SEP**  
**1050 Airport Rd.**  
**Stephenville, TX 76401**  
**Rules and Regulations**

**Revision Date: August 30, 2024**

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**Section A. General Provisions**

**1. Purpose**

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

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

**2. Definitions**

The Terms defined in [Section G](#) of these Rules and Regulations and identified by use of a capital letter, whenever used in the PMCDs, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

**3. Governing Body**

The Airport is owned and operated by the City of Stephenville (City) and governed by and through the City of Stephenville City Council (City Council). The powers and duties of the Airport Advisory Board (Board) are established by [Stephenville City Code, Title 3, Chapter 32, Article 1, Section 32.02 – Powers and Duties](#), which states:

“The Airport Advisory Board shall from time to time make such general studies of airport construction and operation as may be useful in keeping the municipal airport efficient and adequate to the needs of the city and of the air transportation industry; it shall make recommendations to the City Council in respect to construction, expansion, improvements, maintenance, and operation of the airport. It shall call the Manager's attention to any failure by personnel of the airport to carry out any orders or policies adopted by the City Council; and it shall, acting in an advisory capacity, work toward the general improvement of the airport and the advancement of the city as an air transportation center”.

**4. Authority to Adopt**

The authority to adopt any policy, standards, rules, regulations, or directives, including the PMCDs, is delegated to the City by the [Texas Transportation Code Title 3, Chapter 22, Subchapter B](#), which states: “A local government may plan, establish, construct, improve, equip, maintain, operate, regulate, protect, and police an airport or air navigation facility.

**5. Statement of Policy**

It is the desire of the City to:

- A. Plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport’s long-term financial health,
- B. Protect and promote the health, safety, security, and general welfare of the public, and
- C. Encourage the provision of the type, level, and quality of products, services, and facilities desired by the public.

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

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

## 6. Non-Discrimination

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

## 7. Airport Management

The Airport Manager is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all City owned and operated land, Improvements, facilities, Vehicles, and equipment associated with the Airport. The City has authorized the Airport Manager to:

- A. Interpret, administer, and enforce Agreements and the PMCDs,
- B. Allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and
- C. Obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Airport Manager.

During emergency situations the Airport Manager is empowered to issue such directives and to take such action that, within the Airport Manager's discretion, and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public. Such directives and actions of the Airport Manager shall have the force of a rule or regulation so long as the emergency exists. The Airport Manager shall notify the Director of Administrative Services (Director) of any emergencies at the Airport as soon as practicable.

## 8. Effective Date

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

## 9. Compliance with Legal Requirements and Agreements

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

## 10. Right to Self-Service

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

applicable Legal Requirements.

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

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

### 11. Prohibited Activities

The following activities are prohibited at the Airport:

- [14 CFR §101 Moored Balloons, Kites, Amateur Rockets, and Unmanned Free Balloons](#)
- Co-Op fueling
- Exclusive Rights to conduct Aeronautical Activity.
- Recreational operations of unmanned Aircraft in accordance with [49 USC 44809](#).
- Establishment of a residential airpark.
- Through-the-Fence Activities
- Transportation of Hazardous Materials – landing and/or taking off with flammable, Explosive, or corrosive material as cargo under [49 CFR §100-§199](#) and other Legal Requirements governing such shipments.

### 12. Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against the Airport, City, or City Council, individually or collectively, as a result of the entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, the entity shall not in any way affect the validity of any other provisions of the PMCDs.

### 13. Severability

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

### 14. Subordination

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

### 15. Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the City and any notice or communication required or permitted to be given or filed with any existing or prospective Operator or Lessee pursuant to the PMCDs shall be in writing, signed by the party giving notice, and shall be sent via:

- United States Certified Mail,
- Email (confirmed by return email),
- Overnight courier, or
- In Person (confirmed by dated and signed receipt)

Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the Airport Manager or existing or prospective Operator or Lessee at its principal place of business or such other address as may be provided.

The Operator or Lessee shall provide notice to the Airport Manager of a change of address within seven (7) calendar days.

**16. Amendments**

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

**17. Variance or Exemption**

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

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

Upon review of the relevant information and recommendation from the Airport Manager and the Board, the City Council may approve or deny a variance or exemption. Approval or denial by the City Council of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions invoking similar conditions or circumstances at the Airport (if any) and shall be provided in writing within ninety (90) calendar days from the receipt of the written request.

- An approval by the City of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with the [Disputes](#) section of these Rules and Regulations.

**18. Enforcement**

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

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

Representatives of the City, as designated as the Airport Manager, shall enforce these PMCDs. Any person or entity who violates these PMCDs may be cited and subject to all legal, equitable, statutory, and common law rights and remedies available to the City.

## 19. Disputes

Any party aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Director within seven (7) calendar days after such decision is issued. Any claim not timely submitted to the Director will be denied.

- The Director shall respond to such written claim within thirty (30) calendar days of the receipt of the claim by either making:
  - A written determination with respect to the claim, or
  - Making a written request for additional information. If requested, the party shall provide all requested additional information within seven (7) calendar days of the date of the Director's request, or the claim is denied. Thereafter, the Director shall make a written determination with respect to the claim within thirty (30) calendar days after receipt of the additional information.
- The Director may submit a non-binding third party mediation in which case both parties shall share equally the costs and/or expenses of a third-party mediator. The costs and/or expenses of attorneys, witnesses, specialists, or experts shall be the direct responsibility of each party. The party shall diligently continue performance of its Agreement with the City, in compliance with the PMCDs, regardless of the outcome of such dispute or appeal.
- In either case, the Director's written determination shall be final and conclusive unless within thirty (30) calendar days from the date of the Director's written determination, the party requests, in writing, an appeal to the City Manager stating specifically all grounds of appeal.
- The City Manager shall use their best efforts to hear any such appeal within one hundred & twenty (120) calendar days after the City Manager's receipt of the written appeal. At such a hearing, the party shall be afforded such an opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the City Manager in their sole discretion.
- The decision of the City Manager shall be final and conclusive unless within thirty (30) calendar days from the date of the City Manager's written determination, the party requests, in writing, an appeal to the City Council stating specifically all grounds of the appeal.

## 20. Rights and Privileges

In this section, the term "activity" is inclusive to all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and Non-Aeronautical activities. In addition to the following rights and privileges, the City reserves the rights and privileges outlined under federal and/or state [Airport Sponsor Assurances](#) as such rights and privileges may be amended periodically.

- The City reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP) and FAA guidelines. Such designation shall consider the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.

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

- Pursue federal, state or other available funds to contribute to such development, or
- Provide matching funds to secure such funding,
- The City reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the City including preserving the assets of the City and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the City’s mission, vision, values, goals, and objectives, for the City and the Airport

**21. Possible Grounds for Rejecting Application**

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and Non-Aeronautical Activities.

The Airport Manager may reject any proposal, request, for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons:

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the City. The burden of proof shall be on the entity and the standard of proof shall be clear and convincing evidence.
- The City of the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The City would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the City is unwilling and/or unable to expend or supply.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the City, any other airport sponsor, the State of Texas, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity’s proposed activity.
- No appropriate, adequate, or available land and/or Improvements exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application was submitted, nor such activity contemplated within a reasonable period of time.
- The entity’s occupancy, use, or development of Airport land and/or improvements could be detrimental to the public, result in congestion of Aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, or other users of the Airport.
- The entity has intentionally or unintentionally misrepresented or omitted material fact in proposal, in an application, and/or in supporting documentation.
- The entity has failed to make full disclosure in a proposal, in an application, and/or in supporting documentation.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.



- The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Lease at the Airport or an any other airport.
- The entity cannot obtain a bond or insurance in the type and amounts required by the City for the proposed activity.
- The entity seeks terms and conditions that are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the City.
- The entity’s interests and/or the proposed activity or use is inconsistent with the mission, values, goals, or objectives of the Airport; the best interest of the City; or any of the [Airport Sponsor Assurances](#).

**22. Lien for Charges**

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

**23. Lien Possessory Right**

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

**24. Surreptitious Activities**

Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, Stephenville Police Department, Erath County Sheriff’s Office, the Texas Department of Public Safety, or other law enforcement agency.

**25. Injury to Person**

Persons entering upon the Airport Landside by automobile, other vehicular conveyance, or pedestrian traffic (does not include persons in aircraft using approved air side 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 valid laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other Authority having jurisdiction over the conduct and operation of the Airport.

**26. Foreign Objects/Debris (FOD)**

No Foreign Objects/Debris (FOD), including bottles, cans, scrap, nuts, bolts, nails, 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, Paved or unpaved, of the Airport. Individuals are encouraged to pick up such FOD when observed and place them in a trash receptacle.

**27. Penalty for Violation**

The Airport Manager may recommend denying 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 and Regulations prescribed herein pending a hearing by the City Administration. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation of this ordinance/order shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding two-hundred (\$200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of these Rules and Regulations prescribed herein may be made by any authorized police officer. The Airport Manager or City Council may request authorized police officers to investigate any suspected violation of these rules.

**28. Conflict of Rules and Regulations**

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. If and where there exists a conflict between any of these Rules or Regulations prescribed herein and any other City rules applicable to the same area, the more stringent limitation or requirement shall govern and prevail.

**29. Severability**

If any of the provisions of this ordinance/order or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance/order 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.

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**Section B. General Rules and Regulations**

**1. Access To, Entry Upon, or Use of the Airport**

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

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

**2. Security**

The City has the overall responsibility for the security of the Airport. Operators, Lessees, and other users of the Airport are responsible for the security of the entity's Leased Premises and shall comply with the City's security requirements and/or best practices.

The Airport Manager may close or otherwise restrict Vehicle and/or pedestrian access to any area of the Airport when safety or security considerations dictate.

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

**3. Non-Aeronautical Commercial Activities**

Any entity wanting to engage in Non-Aeronautical Commercial Activities shall obtain written approval from the City prior to engaging in such activities. Application of such Non-Aeronautical use shall be made to the Airport Manager and receive approval from the TxDOT Aviation Division prior to granting authorization for Non-Aeronautical use.

**4. Accidents Involving Persons or Property**

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

No person shall tamper with an Accident scene or fail to comply with any directive issued by the City, Airport Manager, Police Department, Fire Department, FAA, NTSB, or any other Agency having jurisdiction over the Accident scene.

**5. First Amendment Activities**

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited without prior written approval from the Airport Manager.

All authorized activities listed above shall be conducted:

- A. In a peaceful and orderly manner;
- B. Without physical harm, molestation, threat, or harassment of any person;
- C. Without obscenities, violence, breach of the peace, or other unlawful conduct;
- D. Without obstructing the use of the Airport by others;
- E. Without hindrance to or interference with the proper, safe, orderly, and efficient access and operation of the Airport and activities conducted thereon;
- F. In strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Airport Manager.

When approved by the Airport Manager, such activities shall be conducted in those areas stipulated by the Airport Manager.

**6. Signage and Advertisements**

Signage must be consistent with [Stephenville City Code, Title XV, Chapter 154, Article 1, Sec. 154.12. – Sign Regulations](#). Signs, advertisements, notices, circulars, and/or handbills may not be posted, displayed, or distributed without the prior written approval of the Airport Manager. The posting of advertisements on City property shall conform with City policies and directives.

The Airport Manager has the right to remove or relocate any such sign, advertisement, notice, circular, and/or handbill posted, displayed, or distributed.

**7. General Conduct**

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the direction posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

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

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

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

The Airport shall not be used for:

- Camping or overnight lodging without prior written permission by the Airport Manager, or
- Any improper, objectionable, illicit, or illegal purposes and/or activities.

Leased Premises are explicitly for the conduct of the Lessee's activities. Unauthorized persons shall not make use of the Leased Premises without the permission of the Lessee. Unauthorized uses of the Leased Premises must receive written consent from the Airport Manager.

**8. Abandoned or Lost Property**

Property shall not be Abandoned at the Airport. Abandoned or Lost Property shall be reported or turned into the Airport Manager.

- The city will comply with [Texas Property Code, Title 6, Chapter 72 – Abandonment of Personal Property](#).
  - [Texas Property Code Title 6, Sec. 72.103](#) provides for Operators, Lessees, and other users of the Airport a lost and found service for Property of customers, Visitors, invitees, or employees.

**9. Use of Roadways and Walkways**

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

**10. Animals**

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

- Domestic pets may be at the Airport only if kept on a leash, continuously monitored by the owner, or inside the Operator's or Lessee's facility, Aircraft, or Vehicles.

No person shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport, except by authorized personnel for purposes of wildlife management. No person shall feed or perform any other act to encourage the congregation of domestic or wild animals on any portion of the Airport.

**11. Weapons and Explosives**

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) may only be possessed in accordance with [Stephenville City Code, Title 13, Chapter 130, Article III – Firearms](#).

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

Discharging of weapons is prohibited, except in the performance of official duties, the lawful defense of persons and Property, or by authorized personnel for purposes of wildlife

management. No person shall discharge any Explosives (e.g., [fireworks](#), firecrackers, etc.) as stated in [Stephenville City Code, Title 13, Chapter 130, Article IV – Fireworks](#), with exception of Explosives that may be used by authorized personnel for purposes of wildlife management or during approved [Special Events](#).

**12. Alcoholic Beverages and Drugs**

Alcoholic Beverages may only be consumed in accordance with applicable Legal Requirements. The Airport Manager reserves the right to exclude or expel any person who, in the judgement of a Law Enforcement Officer, is intoxicated or under the influence of prescription and/or illicit drugs. The consumption of alcohol in the terminal and within the curtilage of the terminal is prohibited. The Airport Manager reserves the right to restrict the consumption of alcoholic beverages on Airport grounds outside the terminal and its curtilage.

**13. Use of Public Areas**

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility or in any area for purposes of overnight lodging is prohibited without prior written approval from the Airport Manager.

**14. Temporary Use of City Land and Improvements**

Persons or entities who desire to temporarily use City land and/or Improvements shall comply with City policies and directives established for such use. Applicants shall contact the Airport Manager and fully describe the purpose of the request and explain in detail the contemplated activity.

The Airport Manager shall determine the feasibility and category of the request and inform the applicant that the request is either not feasible; or indicate preliminary approval and provide applicable directives and application forms to the Applicant for completion. The Applicant shall fully complete the required application forms, indicate proposed areas to be used and present forms and map to the Airport Manager for further consideration.

**15. Trash Receptacles**

Trash of any kind shall not be placed, discarded, or deposited at the Airport except in properly designated trash receptacles. Cups, cans, bottles, and other similar containers shall be emptied of all liquids and ice, into a drain, before the container is discarded into a trash receptacle.

- Exterior trash receptacles shall be equipped with securely fastened lids.
- Trash shall not be brought on Airport Property to be dumped or burned.

**16. Recycling**

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

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

**17. Fire and Flammable Materials**

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

Smoking, vaping, and using matches or lighters, are prohibited within fifty (50) feet of any Aircraft, Refueling Vehicle, or fuel storage facility. Open flames (e.g. candles, burn piles, and campfires) are prohibited on Airport grounds.

- This excludes open flames utilized by Operators, Lessees, or other users of the Airport in the performance of Aircraft Maintenance and barbecue grills for approved [Special Events](#).

Any uncontrolled fires (regardless of size or whether or not the fire has been extinguished) shall be reported immediately to “911”. No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

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

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

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

- The practices recommended in NFPA 30 (Flammable and Combustible Liquids Code) and NFPA 410 (Safeguarding Aircraft Cleaning and Refurbishing Operations) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

**18. Hazardous Materials**

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

If any Operator, Lessee, Permittee, or other entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the [Emergency Planning and Community Right-to-Know Act \(EPCRA\), 42 USC §11001](#), et seq., such entity shall be responsible for any reporting obligations under EPCRA. The City will not be responsible for compliance with any EPCRA requirements, except to the extent the City stores, uses, or transports, Hazardous Materials.

- If the storage of Hazardous Materials is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak proof lids which are properly secured.
  - Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the Director and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating Aircraft, Vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
  - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
  - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of the SPCC Plan to the Airport Manager and the Fire Department.

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

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

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

**19. Environmental (Hazardous Materials) Clean Up**

The party responsible for an environmental incident (to include the overflowing or spilling of Fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for:

- The immediate mitigation and clean-up of the overflow or spill,
- Proper disposal of the substance(s) and used clean-up materials,
- Immediate notification of the Fire Department and the Airport Manager, and
- Assumption of the risk and exposure of clean-up and mitigation efforts.

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



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

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under and approved SPCC Plan or instructed by the Airport Manager or the Fire Department.

**Minor Hazardous Materials Overflow or Spills** – Overflows or spills less than 25 gallons. The responsible Party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public.
- Contact the Airport Manager.
- Assess the damage to land and/or ground water in conjunction with the City.
- Provide a written summary of the spill to the City within 24 hours of the spill.

**Major Hazardous Materials Overflow or Spills** – Overflows or spills in excess of 25 gallons or any spill which may pose a threat to the general public. In addition to the following all of the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Notify the Texas Commission on Environmental Quality (TCEQ) within twenty-four (24) hours per [Texas Administrative Code, Title 30, Part 1, Chapter 327, Rule 327.4\(b\)\(2\)\(A\)](#).
- Provide a written summary of the spill to the City within five (5) business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with Fueling capability or responsibility or maintenance for the Fuel systems shall have on hand sufficient:

- Containment booms to form a barrier around the spill, and
- Sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

**20. Painting**

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

**21. Emergency Conditions**

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Airport Manager who shall determine when normal operations may resume.

**22. Special Events**

Any entity desiring to conduct a Special Event at the Airport must first submit a request detailing the event to the Airport Manager. Entities wishing to conduct a Special Event at the Airport shall provide the Airport Manager with, at a minimum, the following:

- A summary of the event details;
- The event start date;
- The event end date;
- The event start time (for each date);
- The event end time (for each date);
- A diagram of the event;
- All safety policies, procedures, and precautions;
- Event insurance;
- The estimated number of attendees; and
- A point of contact including:
  - Name
  - Organization (if applicable)
  - cell phone number
  - email address

The Airport Manager reserves the right to request additional information before approving the requested Special Event.

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**Section C. Aircraft Rules and Regulations**

**1. Legal Requirements**

Aeronautical Activities shall conform to [§14 Code of Federal Regulations, Chapter I](#), these Rules and Regulations, and the directives of the Airport Manager.

**2. Hours of Operation**

The public use of Airside areas of the Airport are available for use twenty-four (24) hours per day, seven (7) days per week unless closed by a Notice to Airmen (NOTAM) or otherwise restricted by ordinance.

**3. Non-Airworthy Aircraft**

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the airport for aircraft parking, staging, or storage. Non-airworthy Aircraft (including non-commercial construction of amateur built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long term major renovation or restoration as long as the aircraft is stored in a hangar approved for such aircraft maintenance or as otherwise previously authorized in writing by the Airport Manager.

- The Aircraft Owner or Operator shall remove the non-airworthy aircraft from the airport within ninety (90) days of becoming non-airworthy unless otherwise previously authorized in writing by the Airport Manager.
- The Aircraft Owner or Operator shall either remove non-airworthy aircraft from the airport or provide evidence of airworthiness within thirty (30) days of written notification from or on behalf of the City.
- If the Aircraft Owner or Operator is unknown or cannot be located, the Airport Manager shall conspicuously post and affix such written notice to the aircraft.

**4. Disabled and Abandoned Aircraft**

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

Abandoning an Aircraft at the airport is prohibited. If an Aircraft is abandoned at the Airport, the City will remove it in accordance with [Texas Transportation Code, Title 3, Chapter 22, Subchapter A, Sec. 22.901 – Disposal of Abandoned Aircraft](#).

**5. Wrecked Aircraft**

Every Aircraft Operator, pilot, and/or agent, shall be responsible for notifying the FAA and promptly removing disabled or wrecked aircraft from the operational areas of the Airport, under the direction of the Airport Manager or FBO.

**6. Emergency Locator Transmitters (ELTs)**

If a pilot lands an Aircraft at the Airport, parks and locks or hangars the Aircraft with the ELT transmitting and the Airport Manager determines such has occurred, the Airport Manager shall take immediate action to telephone and/or locate the pilot of the Aircraft, advise them of the situation, and request that the pilot return to the Airport immediately and turn off the ELT.

Should the Airport Manager be unable to locate the pilot or if the pilot is unable to return to the Airport within a reasonable time to turn off the ELT, the Airport Manager, accompanied by a local peace officer, a Civil Air Patrol (CAP) officer, or an FAA representative, shall take the necessary action to turn off the ELT, provided the action does not result in damage to the Aircraft. The Aircraft Owner shall be responsible for all charges associated with turning off the ELT.

**7. Accidents and Incidents Involving Aircraft**

Aircraft Operators involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the Airport Manager and appropriate Agencies as soon as practicable, complete additional required forms and/or reports, and comply with [NTSB Regulations §830](#).

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

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the Airport Manager who shall receive authorization from the FAA, NTSB, or other Agencies having jurisdiction, as applicable.

Once Authorization to remove the Aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the Aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any costs associated therewith. If the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove the aircraft, the City may take action as necessary to remove the aircraft (and any parts) at the risk, cost, and expense of the responsible party, without liability to the City.

**8. Prohibiting Use of the Airport**

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

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

**9. Aircraft Maintenance**

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

No aircraft shall be repaired on any part of the Runway except for minor repairs which are necessary to remove the Aircraft from the Runway. All outside repairs shall be made only at

places designated by the Airport Manager for such purposes. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic and/or Repair Station within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by [14 CFR §43](#) may be made by the Aircraft Owner or Aircraft Operator, but only within a hangar leased or owned by that Aircraft Owner or Aircraft Operator or at places designated by the Airport Manager for such purpose.

**10. Deicing**

Aircraft deicing with chemical substances is prohibited without prior written approval from the Airport Manager. Aircraft deicing without the use of chemical substances shall be permitted without requiring approval by the Airport Manager.

**11. Aircraft Cleaning**

Aircraft cleaning, which creates runoff, shall be approved by the Airport Manager. Requests for permission shall be submitted in writing and include:

- The name of the aircraft operator,
- The location on the Airport,
- Time and duration,
- The entity conducting Aircraft cleaning,
- A description of methods and materials to be used, and
- Methods utilized to contain contaminated materials resulting from the activity.

All residual fluids (cleaning byproducts) must flow to an oil/water separator or be contained and removed from the Airport. When non-biodegradable soap, solvents, and/or degreasers are used for Aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. Aircraft, Aircraft engines, and/or parts may be dry washed without approval by the Airport Manager.

**12. Parking and Storage of Aircraft**

Unoccupied aircraft shall not be parked or moored within any protected area (object free area, runway safety area, etc.) as described in FAA [AC 150/5300-13](#) and all aircraft not parked in a Hangar or on the Ramp shall be parked in the areas designated by the Airport Manager or FBO for that purpose.

- Aircraft not equipped with adequate brakes shall not be started unless it has been properly secured in a Tiedown parking spot and the wheels have been set with chocks.
- It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or moored to a Tiedown.

All aircraft not Hangared shall be moored to a Tiedown and if necessary, the wheels chocked at night and during inclement weather. All Aircraft Operators or their agents are responsible for the mooring and/or security of their Aircraft at all times and particularly during inclement weather.

Upon request of the Airport Manager for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Operator shall move the Aircraft to a location and/or position identified by the Airport Manager. In the event the Aircraft Owner or Aircraft

Operator is unavailable, unable, or unwilling, the Airport Manager may move the Aircraft at the risk, cost, and expense of the Aircraft Owner or Operator without liability to the City.

**13. Aircraft Operation**

Operating an Aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings and signage, NOTAMs, and written notifications from the Airport Manager.

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

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the Aircraft or on any closed Runway or Taxiway unless authorized by the director. Use of an airband radio monitoring the Common Traffic Advisory Frequency (CTAF) of 122.8 MHz is required.

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

**14. Engine Operation**

No Aircraft shall be hand propped, started, or left running without a qualified person at the controls. No Aircraft engine shall be started or run inside any structure. Any person operating an Aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an Aircraft engine when flammable liquid is on the ground in the immediate vicinity of the Aircraft is prohibited.

**15. Preferential Runway Use**

If the winds are calm or at a ninety-degree (90°) crosswind to Runway 14/32, air traffic shall utilize Runway 14.

**16. Taxiing and Towing Operations**

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

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

Aircraft being taxied shall have a person at the controls of the Aircraft who shall monitor the Common Traffic Advisory Frequency (CTAF) of 122.8 MHz if the radio is equipped and functional.

Aircraft shall not be taxied at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other Aircraft so as not to endanger persons or Property.

Aircraft being towed shall yield the right-of-way to taxiing Aircraft.

**17. Ultralight Aircraft Operations**

No person shall engage in Ultralight Aircraft operations at the Airport without prior written notification to the Airport Manager. All Ultralight Aircraft operations shall be in accordance with [14 CFR §103](#) and any other rules established by the City.

**18. Rotorcraft Operations**

Rotorcraft rotors must be stopped during fueling operations. Gyroplanes shall utilize the Runway for takeoff and/or landing. Helicopters may utilize aprons, parking ramps, or taxiways to takeoff and/or land unless otherwise specified by the Airport Manager or a NOTAM.

**19. Lighter-Than-Air Operations**

No person shall engage in lighter-than-air operations without the prior written approval of the Airport Manager. Prior to arrival, all lighter-than-air operators shall register the intended flight with the Airport Manager and be familiar with the Airport.

Balloons shall only be inflated and launched from areas stipulated by the Airport Manager. During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways, and/or interfering with Airport operations. Landing Balloons on Runways, in runway safety areas, and/or in approach/departure corridors is prohibited except in the event of an emergency.

**20. Skydiving/Parachute Jumping**

Skydiving/parachute jumping onto the Airport is limited to qualified Skydiving/parachute jumping instructors. A minimum of two (2) hours of advanced notice shall be given, in writing, to the Airport Manager prior to any skydiving/parachute jumping activity at the Airport. Skydiving/parachute jumping shall only occur at the designated Drop Zone. Skydive/Parachute operations shall be conducted in accordance with [14 CFR §105](#), [Advisory Circular \(AC\) 105-2E](#), and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

**21. Aerial Firefighting**

Entities engaging in Aerial Firefighting are considered an Emergency Public Service and are requested to notify, and are not required to receive prior permission from, the Airport Manager as soon as practicable prior to engaging in Aerial Firefighting at the Airport.

**22. Restricted Activities**

No person shall engage in the following restricted activities without prior written approval from the Airport Manager. Unless otherwise approved by Agreement, Aircraft Operators shall register the intended flight and provide a minimum of twenty-four (24) hour advanced notification (Monday – Friday) to the Airport Manager before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the City.

- Agricultural Aircraft Operations in accordance with [14 CFR §137](#).
- Glider and unpowered Ultralight Vehicle towing in accordance with [14 CFR §91.309](#).
- First flight or test flights after major airframe and/or powerplant modifications.
- Banner towing operations
- Commercial space operations
- Small Unmanned Aircraft Systems (sUAS) in accordance with [14 CFR §107](#).

- Operation of Aircraft with a Maximum Gross Takeoff Weight (MGTOw) in excess of the published weight bearing capacity for the Runway and/or Taxiways.
- Operators of Unmanned Aerial Vehicles (UAVs) within five (5) statute miles of the Airport shall comply with all applicable Legal Requirements, including but not limited to [15 CFR §744.3](#). This may include, but is not limited to, notifying and obtaining prior written approval from the appropriate authority to fly UAVs.

Individuals who operate a UAV or sUAS over the Airport without prior written approval from the City will be subject to prosecution under [Texas Penal Code, Title 9, Chapter 42, Sec. 42.15 – Operation of Unmanned Aircraft over Airport or Military Installation](#).

**23. Fees**

Aircraft shall not land and/or takeoff unless the Aircraft Owner or Aircraft Operator has paid any fees which may be established and assessed by the City unless exempt by Agreement. Aircraft that may be exempt from City fees include Aircraft owned and/or operated by the United States of America, owned and/or operated by foreign military forces in support of allied military operations that do not significantly utilize the Airport (as defined by the FAA).

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Section D. Vehicle Rules and Regulations

**1. Legal Requirements**

All Vehicle Operators shall comply with the State of Texas Transportation Code, Title 7 – Vehicles and Traffic, these Rules and Regulations, and the directives set forth by the Airport Manager. Except for Vehicles which are exclusively used at the Airport, all Vehicles shall meet State of Texas licensing and registration requirements.

**2. Equipment**

Vehicles shall not be operated at the Airport unless the Vehicle is in sound mechanical condition, has adequate lights, horn, brakes, and provides clear and unobstructed visibility from the driver’s position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper braking system (if equipped). Trailers and semi-trailers shall not be disengaged from towing vehicles.

**3. Operations**

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

Vehicles shall not be operated in a Hangar for a prolonged period of time unless the Vehicle exhaust is protected by spark arrestors to prevent the escape of sparks for the propagation of flame and a vent system exists to prevent exhaust fumes from accumulating in the Hangar.

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

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

- Vehicles shall not overtake or pass in front of a moving Aircraft.
- Vehicles shall come no closer than fifty (50) feet to a taxiing Aircraft and shall pass to the rear of the taxiing Aircraft.
- Vehicles and equipment shall not pass closer than ten (10) feet from any wing or tail section of a parked or staged Aircraft where practical.

**4. Speed Limits**

- **Safe Speed** – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.
- **Minimum Speed** – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except as necessary for safety or in compliance with Legal Requirements.
- **Maximum Speed** – Vehicles shall not be operated in excess of any speed stipulated in

these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limits shall be:

Maximum Speed	Miles per Hour
Runways and Taxiways	45
Ramps	25

**5. Vehicles on the Runway**

Vehicles on the Runway shall be escorted by the Airport Manager or have prior written approval with stipulations from the Airport Manager to operate on the Runway. Such official vehicles shall have a ground to air radio transceiver tuned to the local Common Traffic Advisory Frequency (CTAF) of 122.8 MHz.

**6. Courtesy Vehicle**

Use of the Courtesy Vehicle shall be limited to Transient Aircraft pilots and/or passengers to the Airport. Users of the Courtesy Vehicle shall accept full responsibility for the operation of the Courtesy Vehicle and will be responsible for any damage to the Courtesy Vehicle and any damage, injuries, and/or death arising from the use of the Courtesy Vehicle. Smoking and/or vaping in the Courtesy Vehicle is prohibited. All State of Texas motor Vehicle laws shall be observed. Courtesy Vehicle users shall fill out a Courtesy Car Agreement, in full, before each use.

**7. Accidents Involving Vehicles**

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

**8. Cleaning and Maintenance**

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

**9. Parking or Stopping**

Vehicles shall be parked only in designated areas unless otherwise specified in writing by the Airport Manager. Vehicles shall not be parked or stopped so as to obstruct Aircraft, Vehicles, or pedestrians; within fifteen (15) feet of a fire hydrant or within a fire lane; and in violation with applicable signage and postings.

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

- Vehicles may not be parked in Tiedown areas.
- Landside Vehicle parking is only permitted in parking lots, parking areas on Leased Premises, or parking areas designated by the Airport Manager.

- Abandoning a Vehicle at the Airport, including Leased premises, is prohibited.
- Parking in designated public areas is open to any person using the Airport.
- An Aircraft Owner who rents, leases, or owns their private Hangar may, while traveling in their Aircraft, park their Vehicle in the Hangar, in the airport parking lot, or in an area that does not impede the movement of other Vehicles and/or Aircraft.
- Vehicles parked outside of a Hangar (and within a designated parking area) more than thirty (30) calendar days without prior written notification to the Airport Manager shall be considered abandoned and the City may take whatever action is deemed appropriate to remove and/or dispose of the Vehicle under [Texas Transportation Code, Title 7, Subtitle H, Chapter 683, Subchapter B, Sec. 683.011](#). Such action shall be at the Vehicle Operator’s risk, cost, and expense and without any liability to the City.
- Vehicles are prohibited from being parked in such a manner as to inhibit the movement of other Vehicles and/or Aircraft. The City may take whatever action is deemed appropriate to remove and/or dispose of the Vehicle. Such action shall be at the Vehicle Operator’s risk, cost, and expense and without any liability to the City.

Watercraft, off-road Vehicles, snow mobiles, race cars, trailers, recreational Vehicles, and other similar Vehicles may not be parked or stored in a Hangar or anywhere else on the Airport.

- With a lease, trailers designed for the storage and transportation of Aircraft are exempt.

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

**10. Fees and Permits**

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

**11. Commercial Vehicle Legal Requirements**

Commercial Ground Transportation Service (GTS) Operators shall comply with these Rules and Regulations, [Texas Occupations Code Chapter 2402](#), and other applicable Legal Requirements.

**12. Commercial Vehicle and Operator Licensing**

GTS Operators shall (at their own cost and expense) obtain from all applicable Agencies having jurisdiction, all licenses, permits, consents, approvals, authorizations, and insurance (in a form and amount stipulated by the City) that may be required for the provision of Commercial GTS Operators at the Airport as identified in [Stephenville City Code, Title 11, Chapter 112 – Vehicles for Hire](#). Such documentation shall be produced for examination immediately upon request by the Airport Manager.

**Section E. Operator and Lessee Rules and Regulations**

**1. Lease of Airport Property**

The City may lease Property within the building area or other portions of the Airport for the construction of Hangars, buildings, lean-tos, Ramps, Taxiways, and auto parking lots in accordance with an approved Airport Master Plan/Airport Layout Plan. Aeronautical use must be given priority in the use of all leased or privately owned property, buildings, and/or structures. If the aviation needs of the Airport are sufficiently met, the City may consider authorizing Non-Aeronautical use of any portion of the Airport or any building on the Airport on a case by case basis.

- A. The City shall not enter into a lease, of facilities, Improvements, or land, for a term to exceed fifty (50) years in accordance with [Texas Transportation Code, Title 3, Chapter 22, Subchapter A, Sec. 22.020](#).
- B. 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 for Aeronautical purposes, unless so authorized for Non-Aeronautical uses by the City Council or Airport Manager, must be removed after due notice to the owner in writing or the City Council will consider such structures or hangars abandoned and will seek title to such structure or hangar.
- C. Leased land from which any building, hangar, or structure is removed, after due notice or expiration of the lease, will be cleared, cleaned, and put back in its original or acceptable condition.
- D. Large Hangars, City owned or not, leased for Commercial Aeronautical Activities may be Subleased by the Lessee only with prior written approval of City Administration. Large Hangars, City owned or not, leased for Non-Commercial Aeronautical Activities shall not be Subleased by the Lessee. Subleasing of T-Hangars is prohibited.
- E. No Hangar or structure may be erected within the building restriction line or in conflict with the approved Airport Layout Plan.
- F. All construction must be authorized by the City Council and must be of a compatible standard capable of withstanding winds of eighty-five (85) mph, with doors open or closed. Furthermore, all structures must comply with any and all City/County building codes, and applicable airport compatible land use or zoning ordinances/orders, and the approved Airport Layout Plan.

**2. Construction or Alteration of Improvements**

Any construction or alteration of an Improvement shall be performed in compliance with all Legal Requirements, including but not limited to, [Stephenville City Code, Title V, Chapter 150 – Building Regulations](#).

**3. Maintenance of Premises**

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

- Kept free from all fire, health, safety, and security hazards.

- Kept free and clear of snow and ice as much as practicable.
- Maintained in a clean, neat, orderly, and fully operational condition consistent with Best Practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear accepted, and
- Maintained in a condition of repair and general maintenance in accordance with the Agreement.

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

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

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

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

**4. Fire Prevention**

Operators, Lessees, and Sublessees shall be responsible for ensuring that fire prevention practices and/or procedures are followed. Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by Fire underwriters) for the particular hazard involved or associated with the activity shall be provided by Operators, Lessees, and/or Sublessees.

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

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

**5. Heating Equipment**

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

## 6. Aircraft Hangars

Hangars, buildings, and 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 Aeronautical Activity. Aircraft Hangars shall only be used for the parking and storage of Aircraft, associated Aircraft equipment, and supplies as approved by the City and the Fire Department or as otherwise stipulated in an Agreement. Use of Aircraft Hangars shall be subject to the following restrictions:

- Aircraft Hangars shall be used by the Lessee and the Lessee's employees, agents, customers, visitors, suppliers, or persons for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Airport Manager or otherwise stipulated in an Agreement. All items stored must belong to the Lessee authorized to use the Hangar. Aircraft stored in Hangars at the Airport shall be kept operational and registered. Lessees shall comply with the [FAA's Hangar Use Policy](#) and [TxDOT Aviation's Proper Use of Hangars Policy](#).
- Each entity that enters into a Lease Agreement of a T-Hangar for their Based Aircraft at the Airport shall register, at the office of the Airport Manager, their name, address, telephone number, email address, aircraft type, aircraft registration "N" number, and the name, address, telephone number, and email address of their next of kin or person to be notified in case of an accident or emergency.
- The accumulation of rubbish, trash or garbage, rags, waste oil, cans, grease, food items, cardboard boxes, gasoline (and/or other combustible materials), and/or any other waste in or about the hangars shall not be permitted. No storage of files, books, records, or other paper items will be permitted except Aircraft logbooks. No storage of any goods relating to the operation of any Non-Aeronautical Commercial Activity will be permitted. Lessee shall keep the hangar clean at all times and it shall be subject to inspection by the Lessor's representative at any time and if found to be a fire or accident hazard, Lessee shall be so informed and Lessee shall, within ten (10) days of this notice, clean the hangar.
- Lessee shall be permitted to perform only those repairs and/or maintenance which are specifically authorized under [14 CFR §43.3](#) preventative maintenance allowed by Owner/pilot, which does not require the services of a licensed Airframe and Powerplant (A&P) Mechanic, unless said Owner of the aircraft is a properly licensed A&P Mechanic under [14 CFR §65, Subpart D](#), in which case Lessee may perform any maintenance and repairs to Lessee's own Aircraft which is permitted by such license. Construction and/or reconstruction of any aircraft is prohibited without the express approval of the City. Activities such as spray painting, welding, and chemical removal of paint are prohibited.
- Propane, kerosene, or gas fired heaters, or any type of open flame heaters or apparatus are prohibited. Electrically powered space heaters may be utilized in hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- No partitions shall be removed, or any structural changes made in the hangar without written approval from the City.
- Based Aircraft at the Airport shall not be registered as based at any other airport.

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

**7. Aircraft Tiedowns**

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

- If performed in full accordance with all Legal Requirements, preventative Aircraft Maintenance, as defined in [14 CFR §43.3](#), may be performed on the Aircraft listed in the Agreement for the Tiedown space.

**8. Storage of Materials and Equipment**

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

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the Airport Manager.
- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.
- Unless expressly permitted in an existing Agreement or approved in writing by the Airport Manager, the Leased Premises shall not be used to store Non-Aeronautical supplies, merchandise, or equipment excluding those items utilized to fulfil the obligations of an Agreement.

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

**9. Compressed Gases**

Compressed gases in cylinders and/or portable tanks must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s). Compressed gas cylinders and/or tanks shall:

- Have approved and fully operational pressure relief valves installed.
- Have an approved transportation safety cap installed while not in use.
- Be stored and maintained in accordance with the practices recommended by the NFPA.

**10. Lubricating Oils**

Lubricating oils having a flash point at or above one-hundred fifty degrees Fahrenheit (150°F) may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than fifty-five (55) gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Airport Manager and/or the Fire Department).

Storage of more than fifty-five (55) gallons of lubricating oil or containers having a capacity of more than fifty-five (55) gallons require an SPCC Plan to be provided to the Airport Manager.



Such containers may only be stored in compliance with Legal Requirements and consistent with the Airport's SWPPP.

**11. Right of Entry**

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

- For Improvements initiated by the City, the Airport Manager shall be provided with a key or combination capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements initiated by the Lessee, the Lessee shall provide advanced notification.

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

**12. Aviation Maintenance Technician Schools**

An Aviation Maintenance Technician School is a certificated facility approved by the FAA to conduct the training of A&P Mechanics.

- Aviation Maintenance Technician Schools shall operate in accordance with [14 CFR §147](#) and all other applicable Legal Requirements.

**13. Pilot Schools**

A Pilot School is a certified facility approved by the FAA to conduct the training of pilots.

- Pilot Schools shall operate in accordance with [14 CFR §141](#) and all other applicable Legal Requirements.

**14. Public Charters**

Public Charters shall be conducted in accordance with [14 CFR §380](#) and all other applicable Legal Requirements.

**15. Commuter and on Demand Operations**

Commuter and on Demand Operations shall be conducted in accordance with [14 CFR §135](#) and all other applicable Legal Requirements

**16. Non-Commercial Flying Club**

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of Texas, operates on a non-profit basis, and restricts membership from the public. Note: this section does not apply to social flying clubs or groups who do not jointly own or operate an Aircraft.

- Flying Clubs shall keep on file, and available for review by the Airport Manager, a complete membership list and investment (Ownership) share held by each member including a record of all members (past and present) with full names, addresses and the date the membership began and ended.
- Flying Clubs shall operate in accordance with [14 CFR §91, Subpart K](#).
- Each Flying Club member (Member) must have an Ownership interest in the Flying Club.
- The property rights of the Flying Club Owners shall be equal.



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

- Articles of Incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office.
- Roster of all officers and directors including home and business addresses, telephone numbers, email addresses and
- Designee responsible for compliance with applicable Legal Requirements.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to Aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club may permit its Aircraft to be used for flight instruction as long as both the instructor and the pilot receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club Aircraft shall only be used by its Members.

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on the Aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

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Section F. Aviation Fueling Rules and Regulations

1. General

**Legal Requirements** – Fuel Handling, Refueling Vehicles, and Fuel Storage Facilities at the Airport shall conform to the Legal Requirements including without limitation, and those prescribed by the State of Texas; NFPA 407; ATA 103; Applicable ACs including [AC 150/5230-4C – Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports](#), [AC 00-34A – Aircraft Ground Handling and Servicing](#), the Airport’s SWPPP, the [City’s Fire Code](#) and the City’s SPCC Plan, Legal Requirements established by the Environmental Protection Agency (EPA), TCEQ, and any other Agency having jurisdiction.

**Fuel Quality Control** – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ATSM) D1655 (Jet Fuel), ATSM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the Fuel is the sole responsibility of the entity engaged in Fuel Handling.

**Fuel Handling** – No person shall engage in Fuel Handling in an area where and Aircraft and/or its engines are being warmed by application of heat.

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

- Should a Fuel or oil spill occur at the Airport, the party responsible shall comply with [Section B.19](#) of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Flight Manual (AFM) or Pilot’s Operating Handbook (POH). Fuel Handling shall not occur if an electrical storm is in progress within five (5) miles of the Airport and may resume fifteen (15) minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the Aircraft unless all of the following requirements are met:

1. A passenger loading ramp, or stairs are in place at the Aircraft’s cabin door.
2. The door is in the open position.
3. A qualified attendant is present at the door.

Fuel Handling shall not occur while onboard engines are operating unless all the following conditions are met:

1. A certified pilot is at the controls of the aircraft at all times during the Fuel Handling.
2. All doors, windows, and access points allowing entry to the interior of the Aircraft that are adjacent to, or in the immediate vicinity of, the fuel inlet ports shall be closed and shall remain closed during refueling operations.
3. All passengers, except those described in condition 4, shall be deplaned to a safe location.
4. Patients on board Air Ambulance Aircraft shall be permitted to remain onboard the Aircraft

with medical personnel during Fuel Handling operations if, in the opinion of the medical provider, removal from the aircraft would be detrimental to the patient's condition.

No person shall operate any cellphone, radio transmitter/receiver, or switch on or off during Fuel Handling unless said radio transmitter/receiver is designated intrinsically safe by a third party such as Factory Mutual (FM), Underwriters Laboratories (UL), or Mine Safety and Health Administration (MSHA).

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

- Smoking, vaping, and using matches and/or lighters, are prohibited within fifty (50) feet of any Aircraft, Refueling Vehicle, or fuel storage facility. Open flames (e.g. candles, burn piles, and campfires) are prohibited on Airport grounds.

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

- All extinguishers shall be inspected and certified within the past twelve (12) months, as required by law, and all personnel involved with Fueling or defueling shall be qualified and properly trained to use all fire extinguishers.

The City assumes no liability or responsibility for any violation of any Aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

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

Refueling Vehicles shall be positioned so the Vehicle can be safely driven away in the event of a spill or fire. Fuel Handling shall be conducted outdoors and at least twenty-five (25) feet away from any Hangar or building and fifty (50) feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the City and the Fire Department.

In the absence of suitable ground support equipment, a turbine-powered Auxiliary Power Unit (APU) mounted at the rear of the Aircraft may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air inlet do not constitute a Fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the Aircraft or Fuel Storage Facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be FM or UL approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold-down or hold-open devices on Refueling Vehicle nozzles are prohibited. For single point Fueling, Deadman Controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a Deadman Control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause spark or ignition within fifty (50) feet.

Appropriate and proper absorbent material(s) and Fuel spill containment capable of damming/diking a Fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

Fuel dispensers and Refueling Vehicles shall be equipped with metering devices that comply with the [motor Fuel metering and quality requirements of the Texas Department of Licensing & Regulation \(TDLR\)](#).

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

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pressure.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no-hold down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with NFPA 30.

**Maintenance of Refueling Vehicles** – Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose.

**2. Non-Commercial Self-Fueling**

**Introduction** – Any Entity engaged in Non-Commercial Self-Fueling of Jet or Avgas shall comply with this Section and all applicable provisions of [Section F.1](#) of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

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

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

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

Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of Fuel utilized in Aircraft and provide records upon request by the Airport Manager.

**Reporting** – Self-Fueling Permittee shall:

- Pay the Appropriate fees due to the City.
- Provide a summary report to the Airport Manager identifying the number of gallons of Aviation Fuel:
  - Purchased by the Self-Fueling Permittee (by fuel type),
  - Delivered to the Self-Fueling Permittee’s Fuel Storage Facility (by fuel type), and
  - Dispensed to Self-Fueling Permittee’s Aircraft at the Airport, and

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

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

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

**Fueling Equipment** – Self-Fueling Permittees may utilize a Refueling Vehicle for dispensing Fuel into Self-Fueling Permittee’s Aircraft. The Refueling Vehicle shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee. Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed as follows:

<b>Fuel Type</b>	<b>Minimum Capacity (gallons)</b>	<b>Maximum Capacity (gallons)</b>
<b>Jet Fuel</b>	1,000	3,000
<b>Avgas</b>	200	1,000

- Self-Fueling Permittee’s utilizing an FBO Fuel Storage Facility must park the Refueling Vehicle on their Leased Premises when not in use.

- Self-Fueling Permittee’s utilizing off Airport Fuel storage must park the Refueling Vehicle off Airport when not in use.

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

- Through an Authorized FBO at the Airport,
- Off Airport, or
- Through Self-Fueling Permittee’s Fuel Storage Facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the Airport Manager.

Self-Fueling Permittees authorized by the City may lease land and own or lease an above ground Fuel Storage Facility in the designated Fuel storage area as follows:

<b>Fuel Type</b>	<b>Minimum Capacity (gallons)</b>	<b>Maximum number of Tanks</b>
<b>Jet Fuel</b>	6,000	1
<b>Avgas</b>	1,000	1

All four (4) sides of every Self-Fueling Permittee’s Fuel Storage Facility shall have placarded “NOT FOR RESALE” in letters at least two (2) inches high.

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

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

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

Fuel Storage Facilities and delivery of Fuel for Aircraft operated by an Emergency Public Service Agency must be approved in writing, in advance by the City.

**Section G. Definitions, Acronyms, and Initialisms**

**1. Definitions**

Abandoned – Property, other than Aircraft or Vehicles, that have been voluntarily given up by the owner and left at the Airport for 48 or more hours without the owner moving or claiming it.

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

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

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

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

Agency – Any federal, state, county or municipal government entity, unit, organization, or authority.

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

Air Carrier – a person or entity who undertakes directly by lease, or other arrangement, to engage in air transportation.

Air Operations Area – A portion of an Airport which includes Runways, Taxiways, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Air Ambulance – A service for emergency medical or ambulatory transportation by Aircraft.

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

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

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

Aircraft Accident – An occurrence associated with the operation of an Aircraft that takes place between the time any person boards the Aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the Aircraft receives substantial damage (as described in [49 CFR §830.2](#)).

Aircraft Incident – An occurrence other than an Aircraft Accident, associated with the operation of an aircraft, which affects or could affect the safety of operations (as described in [49 CFR §830.2](#)).

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

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

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

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

Airport (Stephenville Clark Regional Airport) – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Stephenville Clark Regional Airport (SEP).

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

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

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

Airport Terminal Building – The building at the Airport that contains the pilot's lounge, closets, conference room, kitchen, lobby, restrooms, offices, and storage bay.



Airport Sponsor Assurances – Those contractual obligations that are described by law in [49 USC 47107](#) and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

Airside – The areas of an Airport used for landing, taking off, taxiing, parking, loading, unloading and servicing Aircraft. These include Runways, Taxiways, Taxilanes, Ramps, and Helipads.

Appliance – Any instrument, mechanism, equipment, part, apparatus, appurtenance, or accessory, including communications equipment, that is used or intended to be used in operating or controlling an aircraft in flight, is installed in or attached to the aircraft, and is not part of an airframe, engine, or propeller.

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

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

Association – An entity legally formed and recognized under the laws of the State of Texas having an existence separate and apart from its members or shareholders (e.g. Limited Liability Company, Corporation, Partnership, Non-Profit Organization, etc.)

Auxiliary Power Unit (APU) – Any gas turbine-powered unit on an Aircraft delivering rotating shaft power, compressed air, or both which is not intended for direct propulsion of an Aircraft.

Avgas (Aviation Gasoline) – Fuel meeting the specifications of ASTM D910 which is commonly utilized to power piston-engine Aircraft.

Aviation Maintenance Technician School – a certificated facility approved by the FAA to conduct the training of A&P Mechanics. Aviation Maintenance Technician Schools are certificated under [14 CFR §147](#).

Balloon – A lighter-than-air Aircraft that is not engine driven, and that sustains flight through the use of either gas buoyancy or an airborne heater.

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

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

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

Capital Investment – Any City approved expenditure made by an Operator or Lessee to:

- Airport Infrastructure which will immediately revert to the City.

- The Operator’s or Lessee’s Leased Premises which will, at the end of the term of the Agreement, revert to the City; and/or

Certified Flight Instructor (CFI) – A person who holds a flight instructor certificate issued under [14 CFR §61](#) and is in compliance with [14 CFR §61.197](#), when conducting ground training or Flight Training in accordance with the privileges and limitations of his or her flight instructor certificate.

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

City – The City of Stephenville

City of Stephenville Airport Advisory Board – A seven (7) member board, appointed by the City Council in areas of Airport management an operation.

Civil Air Patrol (CAP) – A federally chartered, non-profit corporation which was designated by Congress in 1948 as a volunteer civilian auxiliary of the Air Force.

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

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

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

Commercial General Liability – Insurance coverage pertaining to damages due to bodily injury, personal injury, property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity.

Compensation – Any form of reimbursement for goods or services such as monetary exchange, barter, favors, gratuity, etc.

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

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

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

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

County – Erath County

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

Deadman Control – A device that requires a positive continuing action of a person to allow the flow of fuel.

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

Director of Administrative Services (Director) – The supervisor of the Airport Manager.

Drop Zone – An area intended for parachute landing.

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

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

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

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

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

Equipment – All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right.

Explosives – Any substance or article, including a device, which is designed to function by explosion (i.e., an extremely rapid release of gas and heat)

Federal Aviation Administration – The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on August 23, 1958.

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

Flight Training – The training, other than ground training, received from an CFI in an Aircraft. Flight Training may be conducted by a Freelance CFI or a Pilot School.

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

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

Fuel Storage Facility – An area including any parcel, lease, structure, container, tank, pipe, or related Equipment for the purpose of storing Fuel and used for Fuel Handling.

General Aviation – All aviation excluding Air Carriers and the military.

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

Ground Transportation Service (GTS) – An individual, or business, who transports passengers for Compensation within the City, with the coordination of such transportation and payment being provided through a digital network/website (Transportation Network Company (TNC)) or through an avenue of communication (Transportation for Hire) and who operates at the Airport.

Hangar – A fully enclosed structure used for the storage of Aircraft.

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

Hazard – A present condition, event, object, or circumstance that could lead to or contribute to an unplanned or undesired event, such as an Accident.

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

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date to the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the City’s Development Services Department for the proposed facilities

within eighteen (18) months following the possession of the Leased Premises.

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

Independent Contractor (Freelancer) – An entity offering Aeronautical services(s) but without an established place of business at the Airport.

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

Jet Aircraft – An Aircraft that utilizes a turbojet or turbofan engine for propulsion.

Jet Fuel – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (turboprop, turboshaft, turbofan, turbojet) Aircraft.

Landside – The areas of the airport not intended for Aircraft use, such as Vehicle parking lots.

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

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

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

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

Light Aircraft – Aircraft having a Maximum Gross Takeoff Weight (MGTOw) of less than 12,500 pounds.

Light Sport Aircraft – An Aircraft certificated by the FAA which is restricted by Maximum Gross Takeoff Weight (MGTOw), maximum operating airspeed of 120 knots, maximum seating capacity of two (2) persons, one (1) engine maximum (if powered), and a fixed landing gear.

Lighter-than-air Aircraft – An Aircraft that can rise and remain suspended by using contained gas weighing less than the air that is displaced by the gas.

Loitering – Standing, sitting, the walking about aimlessly without apparent purpose; lingering; hanging out; hanging around; lagging behind; the idle spending of time; delaying; sauntering and moving slowly about, where such conduct is not due to physical defects or conditions.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

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

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

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine Aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for Taxiing, hover taxiing, takeoff, and landing of Aircraft where Aircraft are moved with radio contact with other Aircraft.

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

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

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

Non-Movement Area – Those portions of the Airport where Aircraft taxi and move without radio contact with other Aircraft.

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

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

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

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

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

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

Pilot School – A certificated facility approved by the FAA to conduct Flight Training. Pilot Schools are certificated under [14 CFR §141](#).

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

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the City, as may be amended periodically, including these Rules and Regulations, Leasing/Rents Fee Schedule, Minimum Standards, and Development Standards.

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

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

Public Area – Those areas normally used by the general public. Such areas include the Airport Terminal Building lobby, hallways, restrooms, roadways, sidewalks, walkways, and parking lots. Public areas do not include the AOA, nor the areas owned and/or leased by Commercial businesses unless such businesses do designate certain areas as public use areas.

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

Readily Available – Conveniently located (in close proximity) and accessible, but not necessarily located on leased premises.

Refueling Vehicle Any Vehicle or mobile refueling unit used for transporting, handling, or dispensing of Fuels and lubricants.

Repairman – A person who may perform or supervise the maintenance, preventive maintenance, or alteration of aircraft or aircraft components appropriate to the job for which the repairman was employed and certificated, but only in connection with duties for the certificate holder by whom the repairman was employed and recommended.

Repair Station – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under [14 CFR §145](#).

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

Restricted Area – Areas of the Airport where the entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, mechanical rooms, closets, and all other areas marked/posted as restricted with signage, placards, or behind locked doors/gates.

Rules and Regulations – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended periodically.

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



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

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

Self-Service – The servicing of an Aircraft (i.e. maintaining, repairing, fueling, etc.) by the Aircraft Owner or Operator or by the Aircraft Owner’s or Operator’s Employee(s) utilizing services available at the Airport.

Skydiving/Parachute Jumping – Jumping from an Aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for a safe descent to the ground.

Small Unmanned Aircraft – An unmanned aircraft weighing less than 55 pounds on takeoff, including everything that is on board or otherwise attached to the aircraft.

Small Unmanned Aircraft System (sUAS) – A Small Unmanned Aircraft and its associated elements that are required for the safe and efficient operation of the small unmanned aircraft in the national airspace system.

Special Event – Any event at the Airport whereby individuals have access to the AOA or any event that may or will require:

- The assistance of Airport or City staff (outside the realm of typical duties);
- The closure of any portion of a roadway, walkway, Vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or
- The issuance of an airspace waiver or NOTAM.

Specialized Aviation Service Operator (SASO) – A Commercial Operator that provides any one or a combination of the following activities:

- Aircraft maintenance (this includes Aviation Maintenance Technician Schools)
- Avionics or instrument maintenance
- Aircraft rental
- Aircraft interiors or upholstery
- Flight Training
- Aircraft charter or Aircraft management
- Aircraft sales, or
- Other Commercial Aeronautical Activities

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

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

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



Sumping – The act of physically draining a small portion of fuel from the sump of the Aircraft’s fuel system to look for contaminants.

Taxilane – The portion of the Airport used for taxiing of Aircraft without radio contact with other Aircraft. Taxilanes are always outside the Movement Area and differentiated from a Taxiway which require Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually Paved, over which Aircraft can taxi from one part of the Airport to another with radio contact with other Aircraft. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

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

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

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

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

Ultralight Vehicle (Ultralight Aircraft) – A Vehicle that:

- A. Is used or intended to be used for manned operation in the air by a single occupant;
- B. Is used or intended to be used for recreation or sport purposes only;
- C. Does not have any U.S. or foreign airworthiness certificate; and
- D. If unpowered, weighs less than 155 pounds; or
- E. If powered:
  - 1. Weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation;
  - 2. Has a fuel capacity not exceeding 5 U.S. gallons;
  - 3. Is not capable of more than 55 knots calibrated airspeed at full power in level flight; and
  - 4. Has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Unmanned Aircraft (UA) – An Aircraft operated without the possibility of direct human intervention from within or on the aircraft.

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

Vehicle Operator – Any person who is in actual physical control of a Vehicle.

Weapons – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or Explosives.

## 2. Acronyms and Initialisms

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
AFM	Aircraft Flight Manual
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ASTM	American Society for Testing and Materials
ATC	Air Traffic Control
CAP	Civil Air Patrol
CFI	Certified Flight Instructor
CFR	Code of Federal Regulations
CTAF	Common Traffic Advisory Frequency
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulations
FM	Factory Manual
FBO	Fixed Base Operator
FOD	Foreign Object/Debris
GTS	Ground Transportation Service
IRS	Internal Revenue Service
MGTOW	Maximum Gross Takeoff Weight
MSHA	Mine Safety and Health Administration
NFPA	National Fire Protection Association
PMCD	Primary Management and Compliance Document
POH	Pilot's Operating Handbook
NOTAM	Notice to Airmen
SASO	Specialized Aviation Service Operator
SEP	Stephenville Clark Regional Airport
SPCC Plan	Spill Prevention, Control and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
sUAS	Small Unmanned Aircraft Systems
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TNC	Transportation Network Company
UA	Unmanned Aircraft
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UL	Underwriters Laboratories
USPA	United States Parachute Association
USC	United States Code
UST	Underground Storage Tank



# STAFF REPORT

**SUBJECT:** Approve Expenditure to KSA for Airport Improvement Plan with Narrative

**DEPARTMENT:** Stephenville Clark Regional Airport

**STAFF CONTACT:** Sean Clemmons/Darrell Brown

## RECOMMENDATION:

The request to pay KSA Engineering for Airport Layout Plan Update with Narrative and Survey, Photogrammetry, and GIS Services (18BObstruction Survey) in the amount of \$399,802.54.

## BACKGROUND:

An updated Airport Layout Plan with Narrative and Survey, Photogrammetry, and GIS Services are required to continue the Airport Runway Extension project.

## FISCAL IMPACT SUMMARY:

Federal Aviation Assistance is 95% and local funding requirement is 5%.

## ALTERNATIVES

No Airport Runway Extension project.

**RESOLUTION NO. 2024-R-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF STEPHENVILLE, TEXAS, AUTHORIZING THE COMPLETION OF AN AIRPORT IMPROVEMENT PLAN AS DESCRIBED BELOW AND RECEIVE FINANCIAL ASSISTANCE FROM THE TEXAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City of Stephenville desires to make certain improvements to the Stephenville Clark Regional Airport; and

**WHEREAS**, the general description of the project is described as: Airport Improvement Plan with Narrative and Survey, Photogrammetry, and GIS Services (18B Obstruction Survey) referred to by TXDOT as CSJ 25ALSTEVE Airport Project;

**WHEREAS**, the City of Stephenville intends to request financial assistance from the Texas Department of Transportation for these improvements; and

**WHEREAS**, the total design and construction project costs available is \$450,000; and the City of Stephenville will be responsible for the total project cost and will seek 95% reimbursement from TxDOT.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STEPHENVILLE, TEXAS,**

Hereby directs Jason King, City Manager, to execute on behalf of the City of Stephenville, at the appropriate time, and with the appropriate authorizations of this governing body, all agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Stephenville Clark Regional Airport.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason King,  
City Manager

\_\_\_\_\_  
Randy Thomas, City Attorney  
Approved as to form and legality