

ORDINANCE NO. 2023-12

AN ORDINANCE AMENDING ORDINANCE NO. 2022-02 PROVIDING REGULATIONS FOR THE USE, OPERATION AND CONDUCT OF THE TAYLOR MUNICIPAL AIRPORT; PROVIDING A FUEL SURCHARGE; PROVIDING A PENALTY UPON CONVICTION OF A FINE VIOLATING THE ORDINANCE AND PROVIDING CIVIL PENALTIES; PROVIDING A SAVINGS CLAUSE AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE CITY OF TAYLOR:

AIRPORTS AND AIRCRAFTS

ARTICLE 1

MUNICIPAL AIRPORT AND AIRCRAFT OPERATION

SECTION 1.1 Article to contain rules and regulations for airport.

The rules and regulations contained in this article shall obtain and be observed in the use, operation and conduct of said Taylor Municipal Airport.

SECTION 1.2 Federal Aviation Administration rules adopted.

The federal air traffic rules promulgated by the Federal Aviation Administration for observance by aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

SECTION 1.3 Conflict in rules.

If and where there is conflict in these and the Federal Aviation Administration traffic rules, the latter shall prevail. Refer to copy of Minimum Standards for Commercial and Noncommercial Operators at Taylor Municipal Airport, Article 2.

SECTION 1.4 Knowledge of rules implied; copies of Article available.

By publication of this Ordinance as required by law, all persons will be deemed to have knowledge of its contents. The Airport Manager is directed to have copies of this Ordinance printed and at all times available in the Airport Manager's office, and to furnish such copies to owners and aircraft operators who use the airport upon request.

SECTION 1.5 Use of airport restrictions.

The Airport shall be open for public use at all times, subject to special restrictions which may be put in force from time to time due to weather, conditions of landing area and any other cause which the Airport Manager may determine to exist.

No person, firm, association, corporation, or entity, incorporated or otherwise, shall use the airport for commercial activities, for the carrying for hire of passengers, freight, express or mail; for instruction in aviation in any of its branches, for the sale of fuels, refreshments, or any commodity, or for any other commercial purpose, unless approved by a written permit from the City Council or its duly authorized agent.

Except as herein otherwise specifically provided, the owners and operators of aircraft may use the landing area, ramps and roadways of the Airport in common with others without charge; provided, however, that such use conforms in all respects to the field rules, air traffic patterns, ground rules and other rules, orders and provisions of this Ordinance adopted by the City Council relating to aircraft, air services and aviation and to the civil air regulations and air traffic rules of the Federal Aviation Administration, or other proper agency of the government of the United States and the State of Texas.

All persons using the Airport or any of its facilities for any purpose shall obey all of the regulations in force and effect.

The air traffic rules promulgated by the Federal Aviation Administration of the United States of America (FAA) and in effect at this time, or which shall be amended or adopted in the future, are hereby adopted and made a part of these regulations as fully as if copied herein. A copy of such rules and regulations shall be kept on file in the Airport Manager's Office at all times.

No person may operate any aircraft over or land upon or take off from, or service, repair or maintain any aircraft on, the Airport or conduct any operation on or from the Airport save and except in conformity with these regulations and those of the FAA.

No person and no aircraft not authorized by the FAA may operate on or over the Airport; provided, however, this restriction shall not apply to any operator or aircraft belonging to, being operated by or operating under the permission of the government of the United States.

All leases, subleases, permits, and other agreements for the use of the Airport and its facilities, whether for commercial or noncommercial purposes, shall be conditioned upon the full assumption of responsibility. Each lessee, sublessee, permittee, or other signatory shall indemnify the City, its officers, agents, and employees from all liability resulting from the activities of all persons using the Airport. The use of the Airport shall constitute an acceptance of this rule.

The Airport Manager may appoint an airport committee to hold meetings from time to time to provide news, updates, comments and suggestions for airport studies, development updates, proposed permits and leases. Meetings may be open to the public but require no quorum of the airport committee. The meetings are only for informational purposes.

The Airport Manager makes recommendations to the City Manager and/or City Council for

consideration of approval of all leases, subleases, permits, and other agreements for the use of the Airport and its facilities.

SECTION 1.6 Nonliability of City: obedience to rules required.

Any person going upon the grounds of the Taylor Municipal Airport, or using it for any purpose, shall do so at their own risk to person and property; and shall hold the City of Taylor harmless for and on account of any injury or damage to person or property suffered thereby. Such person shall be bound by and obey all the rules and regulations concerning and pertaining to said airport.

SECTION 1.7 Safeguard of persons and property.

The Airport Manager shall at all times have authority to take such action as may be necessary to safeguard any person, aircraft, equipment, or property at the airport.

SECTION 1.8 Suspicious activities.

All suspicious and unauthorized activities shall be reported immediately to the Airport Manager, police or DPS. All tenants using Airport property and City facilities shall take all necessary security precautions to assist in Airport security. Said tenants and /or users shall report any incidents deemed to threaten Airport security to a police officer, DPS or the Airport Manager or representative.

SECTION 1.9 Vehicular traffic.

All vehicular traffic shall be confined to the roads, streets, avenues, and alleys provided on the grounds for that purpose and shall not be operated as posted in designated areas at a speed in excess of ten (10) miles per hour, except as otherwise posted on the main entrance road. No person, automobile, motor vehicle of any kind or other equipment may enter, cross or operate in or on any area of the Airport other than on those designated roads, walkways and parking areas, without express authority from the Airport Manager.

SECTION 1.10 Restricted area.

- a) **PERSONS WHO MAY ENTER RESTRICTED AREA.** - No person shall go into the designated restricted area unless they have written permission of the Airport Manager, hold a current license, Airport issued permit or lease with the City of Taylor for a facility or to conduct an activity in the restricted area or is an invited visitor of such a person. Employees or invited visitors are the responsibility of their sponsor for compliance with all airport rules and regulations. Restricted areas are identified with signage stating:
Restricted Area
Authorized Personnel Only

SECTION 1.11 Construction, signs, equipment, buildings, house trailers, generally.

- a) All construction must be authorized by the City Council and comply with city building and construction codes and standards.
- b) No structures may be erected beyond the BRL (building reference line) or in conflict with the approved airport layout plan.
- c) No signs or equipment or portable buildings and house trailers may be erected, moved in, or installed except as may be specifically authorized by the City Council.
- d) No junk vehicles, trailers or non-aviation related equipment shall be stored on the airport without Airport Manager approval.
- e) No travel trailers, recreational trailers, haul trailers or utility trailers are permitted to be stored on the airport without written permission from the Airport Manager.

SECTION 1.12 Registration of persons and aircraft.

All aircraft based at the Taylor Municipal Airport shall be registered by the owner(s) of the aircraft at the office of the Airport Manager with either a properly executed lease agreement with the City for a hangar space or a tie- down space, or a properly executed airport tenant agreement if the aircraft occupies space sub- leased or provided, with or without a fee or charge, by a primary airport ground or facilities lessee. It shall be the responsibility of the primary lessee to provide the necessary information for the proper execution of the airport tenant agreement and supply the list of those aircraft to the Airport Manager. Employees or invited visitors are the responsibility of their sponsor for compliance with all airport rules and regulations.

SECTION 1.13 Pilots and aircraft to be licensed; exceptions.

Only aircraft and airmen licensed by the Federal Aviation Administration shall operate upon said Taylor Municipal Airport. Provided that this limitation shall not apply to students in training under license instructors nor to public aircraft of the federal government or of a state territory or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.

- a. Traffic around the Airport shall follow standard FAA airport traffic rules and regulations. Said traffic will remain under the control of the FAA facility with jurisdiction until released by said facility. If there is a conflict between this Section and FAA rules, applicable FAA rules will prevail.
- b. The Airport Manager is authorized to refuse operating clearance to any aircraft being operated in violation of any of the rules in this Article.

SECTION 1.14 Persons under the influence of intoxicants or narcotics are prohibited from flying; exception.

No person under the influence of an intoxicant or narcotic shall operate or fly in any aircraft upon said Taylor Municipal Airport provided such inhibition shall not apply to a passenger when accompanied by a nurse or caretaker in an aircraft apart from the pilot.

SECTION 1.15 Liability for damage to airport.

Any person, corporate or individual, and the owner of any aircraft causing damage of any kind to said airport, whether through violation of any of these rules or through any set of negligence, shall be liable therefore, and to, said City of Taylor.

SECTION 1.16 Reporting and preventing damage to runway lights.

Any person damaging any field light or fixture by operation of an aircraft or otherwise shall immediately report such damage to the Airport Manager. No person may tamper with, interfere with, damage or in any manner molest the Airport light system, markings, fencing or navigation aids.

SECTION 1.17 Use of another's property.

Unless authorized by the owner in writing, the use of any aircraft, parts, equipment, accessories, or tools of another, situated on said airport, is forbidden, and no person shall enter, climb upon, or in any way tamper with, any aircraft not owned by that person unless written permission has been granted by the owner or the person is accompanied by the owner.

SECTION 1.18 No bottles or glass

No bottles or glass shall be left or broken upon the floor of any building or upon any part of the surface area of the airport.

SECTION 1.19 Authority of Airport Manager to suspend or restrict operations.

The Airport Manager may suspend or restrict any or all operations without regard to weather conditions whenever such action is deemed necessary in the interest of safety.

SECTION 1.20 Agricultural operations.

- a. Agricultural spraying operations, if authorized, will be conducted in accordance with procedures contained in The Code of Ordinances and must be approved by the Airport Manager and only from the areas designated on the airport. Reckless flying, careless handling of chemicals while on the airport will not be tolerated. Agricultural operations must comply with all Federal, State and local regulations.
- b. Hunting on any part of the Airport property is prohibited and no person may discharge any

firearm or weapon capable of propelling a projectile into, across or over any part of the Airport.

- c. No person may permit any livestock to enter restricted areas of the Airport landing area at any time.

SECTION 1.21 Repairs to aircraft.

No aircraft shall be repaired on any part of the landing or take-off area, and all repairs shall be made at the places designated by the Airport Manager for such purpose.

SECTION 1.22 Maintenance or inspection vehicles in certain areas.

All vehicles performing maintenance or inspection tasks which must operate in the primary landing area or taxiways will be equipped with a roof mount flashing yellow light, or approved orange and white checkered flag, and will not enter these areas without prior coordination on the Unicom frequency.

SECTION 1.23 Wrecked aircraft.

Every aircraft owner, their pilot, and agents, shall be responsible for the prompt removal, under the direction of the Airport Manager of wrecked aircraft.

SECTION 1.24 Fire regulations.

- a) Every person going upon or using the airport or its facilities in any manner, shall exercise the greatest care and caution to avoid and prevent fire. All applicable fire codes are to be followed.
- b) Aircraft shall not be fueled while the engine is running or while in a hangar.
- c) Smoking or open flame within fifty (50) feet of any aircraft or fuel truck are prohibited.
- d) No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building. Flammable liquids may be used only for the purpose stated outside of and clear of any building.
- e) No one shall smoke, ignite a match, or lighter in any City-owned building.
- f) Hangar entrances shall be kept clear at all times. No boxes, crates, cans, bottles, paper, or other litter shall be permitted to accumulate in or about a hangar.
- g) The floors in all buildings shall be kept clean and free from oil, and no volatile, flammable substance shall be used for cleaning the floors.
- h) During fueling operations, fire extinguishers shall be available on aircraft servicing

aprons or ramps in accordance to the applicable fire codes.

- i) Tenants may store up to 10 gallons of 100 LL or Jet A in 5 gallon containers provided the containers are metal safety cans as approved by the Fire Marshal.

SECTION 1.25 Fueling of aircraft - Safety regulations.

- a) All aircraft shall be gassed at the gas pump, or if by truck on the ramp clear of hangars.
- b) All aircraft will be positively grounded when being serviced with fuel.
- c) Pouring or gravity flow fuel dispensing to aircraft shall be limited to no more than a 5-gallon approved metal safety can as authorized by the Fire Marshal.

SECTION 1.26- Fuel flowage fees.

- a) The fuel flowage fees to be paid by lessees to the City of Taylor on fuel delivered to lessees at Taylor Municipal Airport, at a rate established by the City Manager or designee. The fuel supplier and/or City-owned FBO shall be exempt from the surcharge.
- b) The City Manager is authorized to execute amendments to lease contracts with fixed base operators providing that such lessees supply the city with monthly reports showing the amount of fuel delivered to lessee.

SECTION 1.27 Starting aircraft engines.

- a) If not equipped with adequate brakes, the engine shall not be started in an aircraft until and unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.
- b) No engine shall be started or run unless a competent operator is at the controls of the aircraft and no engine shall be started or run inside any building.
- c) No engine shall be started, run, or warmed up until and unless the aircraft is in such position that the propeller stream will clear all buildings and groups of people in the observation areas and path of the aircraft.

SECTION 1.28 Aircraft Ground Operations

- a. Aircraft traffic on the Airport shall follow standard FAA ground traffic rules and regulations. If there is a conflict between this Section and FAA rules, applicable FAA rules will prevail.
- b. All aircraft at the Airport shall be taxied at a slow and safe speed at all times. When in the vicinity of other aircraft landing or taking off, aircraft being taxied will be brought to a complete stop.
- c. The Airport Manager is authorized to refuse clearance to any aircraft or vehicle being operated in violation of any applicable government regulation on or around the airfield.
- d. No person shall taxi an aircraft until he or she has ascertained there will be no danger of

collision with any person or object in the immediate area.

- e. Each person instructing students at the Airport shall acquaint the students with the rules and regulations in effect.
- f. No aircraft engine may be started on any aircraft not equipped with adequate brakes in good working order, unless the wheels of the aircraft have been set with blocks sufficient to hold the same.
- g. No aircraft engine may be started or run unless a competent operator is at the controls of the same.
- h. No aircraft engine may be warmed up or run unless the aircraft is in such position that the propeller blast will clear all buildings, persons in the observation areas, and flight path of the landing aircraft. There shall be no taxiing of aircraft by engine power into or out of hangars.

SECTION 1.29 Take-off, landing, flying rules and procedures.

- a) **REPORTING OF TRAFFIC INTENTIONS.** All pilots are encouraged to obtain current weather information through the published Automated Weather Observing System (AWOS) frequency or call on the published, local Unicom frequency to determine the runway favored by the wind and to announce their position and intentions for take-off and landing. Wind and runway information that may be given by "Taylor Unicom" is of an advisory nature only and the final decision to which runway to use or whether to takeoff or land is at the sole discretion of the pilot in command. Any deviation from the runway in use should be announced to "Unicom" or "Traffic" and the right-of-way yielded.
- b) **TAKE-OFFS, LANDINGS OVER CERTAIN OBJECTS PROHIBITED OR RESTRICTED.** No aircraft shall land or take off in such manner as to clear any public street or highway at an altitude of less than one hundred (100) feet nor land or take off on the taxiway or any turf area or over hangars or other structures, automobile parking areas or groups of spectators.
- c) **TAKE-OFFS, LANDINGS WITH CALM WINDS.** If the winds are calm, take-off and land on Runway 17.
- d) **TAKE-OFF, LANDINGS ON APRON, PARKING RAMP PROHIBITED, EXCEPTION.** No fixed wing take-offs or landings shall be made on the apron or parking ramp, except on special permission of the Airport Manager.
- e) **TOUCH-AND-GO LANDINGS.** Touch-and-go landings may be made at the discretion of the pilot. All aircraft shall "clear" for incoming and take-off traffic before taxiing into take-off position.
- f) **TRAFFIC PATTERN ELEVATION.** Traffic pattern elevation is seven hundred (700) feet above ground level (AGL) or one thousand three hundred (1300) feet Mean Sea Level (M.S.L.)

- g) **TAKE-OFF CLIMB.** On take-off, all aircraft should climb straight out to a level of four hundred (400) feet above ground level (AGL), clear airport boundary and execute a ninety (90) degree turn to the right when using runway 17 or execute a ninety (90) degree turn to the left when using runway 35. To leave traffic, the aircraft should climb to five hundred (500) feet AGL before executing a forty-five (45) degree climbing turn to the right for runway 17 or to the left for runway 35.
- h) **TRAFFIC FLOW.**
 - 1) Any aircraft within three (3) miles of the airport at an altitude of less than one thousand three hundred (1,300) feet AGL should conform to the clockwise flow of traffic when the favored runway is 17, or a counterclockwise flow of traffic for runway 35. All aircraft should establish their pattern altitude before entering the traffic pattern and should not deviate from this altitude (except in an emergency) until descent for landing is necessary.
 - 2) All aircraft landing at the municipal airport shall fly a standard left hand traffic pattern when the runway is 35, or a right-hand traffic pattern when the favored runway is 17 at an altitude of seven hundred (700) feet AGL. Pattern entry shall be made at an angle of forty-five (45) degrees to the active runway with the runway to the pilot's left (runway 35) or to the pilot's right (runway 17). Entry shall be made at the midpoint of either the upwind or downwind leg.
 - 3) Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in pattern to deviate from their course.

STRAIGHT-IN APPROACHES. Straight-in approaches shall not be used unless radio contact with other aircraft has been established from at least five (5) miles out. Aircraft which find it dangerous or difficult to conform to the standard pattern due to their high speed or other special characteristic may fly a circular counterclockwise pattern(counterclockwise for runway 35; clockwise for runway 17) with a radius of not more than three (3) miles and at an altitude of not more than seven hundred (700) feet AGL

- i) **ALTITUDE, ACCELERATION, DECELERATION.** No fixed wing aircraft shall be operated over the City of Taylor at an altitude of less than one thousand (1,000) feet AGL. Aircraft engines shall not be accelerated nor decelerated while over the Taylor area in such manner as to distract, excite or disturb persons on the ground, regardless of altitude. All emergency air ambulance operations (rotor wing or fixed wing) operating within the Taylor City Limits, should contact the Taylor Fire and Police Department before landing either at the Taylor Municipal Airport or any landing zone (LZ) for patient evacuation.

SECTION 1.30 Parking aircraft.

- a) Aircraft shall not be parked on or within two hundred (200) feet of any part of the landing or take-off area of the airport; and all unhoused aircraft shall be parked in the areas

designated by the Airport Manager for that purpose.

- b) Aircraft will not be parked in such a manner as to hinder the normal movement of other traffic unless specifically authorized by the Airport Manager as an emergency measure.
- c) It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set or that the plane is properly checked and/or tied down.
- d) All aircraft not hangared or in use shall be tied down and/or wheels chocked. The aircraft owner or their agent is responsible for the tie-down security of their aircraft at all times and particularly during inclement weather.

SECTION 1.31 Student training and practice flying.

- a) Instructors in flying shall inform students and shall inform themselves of all rules and regulations in effect at the airport.
- b) Aircraft shall not be permitted to remain on the landing or take-off areas for the purpose of instructing students.

SECTION 1.32 Helicopter operations.

- a) Helicopters operating in the Taylor area and upon the airport, will comply with applicable federal aviation regulations and comply with Unicom procedure.
- b) Helicopters will not operate below a safe autorotation speed or altitude when flying over populated areas or buildings.

SECTION 1.33 Glider operations.

- a) Car-tow launch of gliders, and the use of any turf area of the airport for take-offs and landings is prohibited. All aircraft must use the paved runways for take-offs and landings.
- b) All vehicular traffic on the taxiways is prohibited except when towing assembled gliders to the take-off area or as provided in subsection (e) of this section.
- c) Pilots, wing walkers and crew shall be briefed by Airport Administration for proper airport procedures, runway/taxiway dimensions before operating on airport.
- d) Gliders will space their takeoffs with the powered aircraft, using the favored runway, in such a way as to prevent unnecessary delays safely and efficiently to the normal traffic flow.
- e) No glider will be launched until the glider pilot, or the tow plane pilot advises the Unicom operator that glider operations are planned.

- f) Vehicles used for the transportation of disassembled gliders (i.e., trailer) and/or persons will have an amber flashing light on the top of the vehicle, or an approved orange and white checkered flag attached to the vehicle and contain a mobile or portable radio transceiver tuned to the published, local Unicom frequency. These vehicles will drive to the assembly area and return after glider operations cease only once and will follow the routes and park only in the areas designated by the Airport Manager. Transportation of persons during the hours of glider operations will be conducted by only one designated vehicle, properly equipped, following designated routes. All other vehicles will be parked in designated public parking areas.
- g) In the interest of safety, all gliders are requested to contain a mobile or portable radio transceiver tuned to the published, local Unicom frequency, and for the tow pilot to advise local traffic that a glider aero towing is in progress from the favored runway.

SECTION 1.34 Skydiving

- a) All Skydiving operations must first be approved by the Airport Manager.

SECTION 1.35 Lien for charges.

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

MINIMUM STANDARDS

ARTICLE 2

COMMERCIAL AND NONCOMMERCIAL OPERATORS

SECTION 2.1 Introduction

The following are adopted as minimum standards for the Taylor Municipal Airport. The terms here shall be applied uniformly to all persons (as defined herein) operating on or desiring to operate from the Taylor Municipal Airport. A person, by operating on or from the airport, thereby consents to be bound by these standards. A binder containing the current Code of Ordinances and Minimum Standards will be available in the Airport Manager's Office for public review.

Overriding Right of Owner - Any clause herein to the contrary notwithstanding, owner reserves the right to develop and make any improvement to the airport or to make any repairs to the airport or any facility thereon that it deems is in its and the flying public's best interest, and to make any change in any or all of the minimum standards or lease or rights granted, retroactively when required by the Federal Aviation Administration (FAA) for compliance with the applicable grant provisions or related governmental policies, and prospectively otherwise.

Standards and Leases Subordinate to Agreements with the United States - The airport was developed with aid from the State of Texas and the United States. Copies of such grants are available for review at the office of the City Clerk. These grants include a number of obligations and commitments to the general and flying public, to said State, and to the United States. Any provision of these standards, any lease, or any practice carried out on or for the airport shall be subordinate to, and if at variance with the grant requirements, unilaterally reformable at owners or FAA's option for conformity with these grants.

Airport Layout Plan (ALP), Conformity With - Airport Manager and the FAA have on file a copy of the most recent FAA-approved ALP for the airport. It provides for orderly development and maximization of return from its airport. All development and activities on and proposed leases of portions of the airport must be in conformity with that document.

Noncompliance with Minimum Standards - Any lessee at the airport that is found to be in violation of the lease agreement and/or these "Minimum Standards" may, upon the election of the city, have the remainder of their lease forfeited without liability to the city, in addition to all other penalties proscribed in this Ordinance.

SECTION 2.2 Definitions

Airport - As used herein, the term “Airport” shall mean the airport identified on the title plate hereof.

Airport Manager - As used herein, the term “Airport Manager” shall mean the official of the owner named on the title/face sheet hereof, or their designee. In no event, however, shall it be a commercial operator (their family member, stockholder, partner, competitor, or employee) of the airport.

City - As used herein, the term “City” shall mean the City of Taylor, Texas.

Commercial Operator - As used herein, the term “Commercial Operator” shall mean a person who provides for compensation, goods, or services to the public on or from the airport, such as a car rental agency, restaurant, etc.

General Fixed-Base Operator - As used herein, “General Fixed-Based Operator” shall mean a person authorized under these standards to operate on the airport as a general fixed-base operator (GFBO). See Section II.7 on Commercial Operators/Rights hereinafter.

GFBO - As used herein, “GFBO” shall mean a General Fixed-Based Operator.

Line Service - As used herein, the term “line service” shall mean the dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc.

Noncommercial Operators - As used herein, the term “Noncommercial Operator” is a person who does not offer or provide goods or services to the public for compensation. See Section H hereinafter on noncommercial operators.

Owner - As used herein, the term “owner” shall mean the City of Taylor, Texas.

Person - Unless context clearly indicates otherwise, the word person as used herein shall mean any natural person, estate, club, organization, firm, association (whether incorporated or not), partnership, corporation, or legal entity of any kind.

Specialty Fixed-Base Operator - As used herein, a “Specialty Fixed-Base Operator” is a person authorized to operate on the airport as a specialty fixed-base operator. See Section G on Commercial Operator/Rights hereinafter.

SFBO - As used herein, “SFBO” is a Specialty Fixed-Base Operator.

SECTION 2.3 General Policies

Aircraft Parking on Airport - No aircraft or other vehicle will be left parked on a leased premises for over twenty-four hours at or on the airport unless its owner/operator has made arrangements with a commercial operator for parking in such operator’s assigned/leased spaces or unless space therefore has been leased from owner under procedures set out in the section on “Noncommercial

Operators."

Aircraft Parking on Terminal Apron - The paved or surface-treated terminal aircraft parking apron shall be reserved for itinerant aircraft or for other aircraft while being fueled or while loading or unloading passengers, except that portion of the parking apron reserved for aircraft owners leasing space from the city for month-to-month parking.

Aircraft Parking/Tie-Down - No person may offer to provide or may use any tie-down space unless the tie-down space has at least 3-point tie-downs with ropes or chains adequate to hold aircraft immobile in gale-force winds.

Aircraft Without Pilot - Aircraft owner(s)/operator(s) shall not leave aircraft on the airport unattended unless such aircraft are tied down in properly equipped tie-down spaces or are under the control of a GFBO or SFBO.

Aircraft/Heights/Loading - No person shall operate any aircraft on the airport which weighs more or has wheel loading any greater than the limits identified in the current "Chart Supplement" published by the Federal Aviation Administration of the U.S. Department of Transportation, provided, however, that if lesser maximums are duly published in official Notices to Airmen, such lesser maximums shall not be exceeded.

Airport Open on Nondiscriminatory Basis - Subject only to the provisions hereof, facilities on the airport shall be open to all classes of users on fair and not unjustly discriminatory bases. What constitutes discrimination shall, in the final analysis, be determined by the Federal Aviation Administration (FAA), the determination of which shall be final.

Aerial Applicators - No person may use the airport for loading, unloading, air frame/ hopper/tank wash-down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from Airport Manager. The Airport Manager shall not grant such a permit unless the applicant follows procedures for and obtains an SFBO permit and, in addition, agrees to and (if not provided by a GFBO-lessor) actually does provide at their own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission on Environmental Quality, Texas Department of Licensing and Regulation, and code of ordinances and regulations of the City of Taylor and Williamson County.

Buildings and Structures - All buildings and structures owned or used by operators on the airport are considered as "public buildings" and shall comply with state and local laws, codes and regulations.

Buildings and Structures Standards - No Person may construct, suffer, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the city. Except as noted hereinafter. in no event shall the city authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/or masonry construction, paved, aesthetically pleasing, and at a minimum, meet building, fire, and other codes or standards applicable in the

city and/or at the airport, provided, however, that the city may on a case-by-case basis make exception to this policy insofar as applicable to GFBO's

during the first five (5) months the GFBO is open if first determined that such action is necessary to provide a minimal level of service to airport users.

Civil Rights - Persons using this airport shall comply with all provisions of the Civil Rights Act of 1964 and implementing Part 21 of the Regulations of the U.S. Department of Transportation and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, creed, color, national origin, or sex.

Commercial Operations - No person may conduct any commercial activity or offer or provide any goods or services for compensation to the public at the airport unless that person is a general fixed-base operator (GFBO) or a specialty fixed-base operator (SFBO) at the airport.

Complaints - Complaints against any operator or their employees for violations of these standards shall be in writing alleging the infraction, date, persons, and, witnesses thereto and signed by the complainant and filed with the Airport Manager.

Compliance with Ordinances, Laws, and Regulations - All persons operating on the airport shall comply with applicable state and federal laws and regulations and local ordinances.

Compliance with Health, Fire, Construction, and Zoning Codes - All persons utilizing the airport shall comply with the requirements of all city health, fire, construction, and zoning codes applicable to the airport and its operation.

Damages - Any clause herein or lease provision to the contrary notwithstanding, any person using facilities or services at the airport which results in damages caused by such use to the airport, or any property located thereon shall be responsible for all damages incurred, including death, bodily injury or property damage.

Hangar Space - Except as otherwise provided in this section, no person may offer for hire on the airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless he has leased premises from the city as a GFBO or SFBO.

Inspections - To the extent necessary to protect the rights and interests of the owner or to assure compliance with these minimum standards or a lease, the Airport Manager or their authorized representative, or any representative of the FAA or state agency having jurisdiction over the airport shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the airport to determine compliance with all requirements of these standards and any applicable lease provisions.

Insurance on all Structures - At all times during the term of the lease of land on the airport, the lessee, at their own expense, shall maintain with a Texas-licensed casualty company insurance on all structures on the leased property at the airport protecting the lessee and the owner, as their interests may appear, against loss of damage by fire, accident, wind storm, hail, explosion, or smoke. Should loss occur and lessee, for any reason, abandons the lease, all proceeds shall (except

to the extent otherwise claimable by the structure's mortgagee) ipso facto, become the property of owner.

Insurance - Any public liability insurance policy required under these standards shall be carried with a Texas-licensed company. Also, a certificate showing that said insurance is in force, that the City of Taylor is additional insured, provide a waiver of subrogation, and provide for a thirty (30) day notice of cancellation shall be furnished to the Airport Manager.

Landing Fees - Except as provided in the section on "Commercial Operators/Rights," no fee shall be due from any airport user for the right to land.

Licenses, Certificates, and Authorizations - No person shall operate on or from the airport (whether for compensation or not) unless he possesses or can confirm all licenses, certificates, and authorizations required by these standards and required governmental authorities.

Maintenance of the Airport - Each lessee of land or facilities on the airport shall keep their leased area/facilities neat (freshly painted where appropriate), trimmed, clean, free from any type of hazard of life, limb, or property, free from junk and debris, and in an aesthetically pleasing condition. Maintenance of areas not leased shall be the responsibility of the owner. No aircraft or other vehicle may be parked or kept at the airport unless it is kept operable and in apparently sound structural and mechanical condition. Aircraft not meeting this test; i.e., those undergoing repair or appearing to be "Junk," unusable, or unsightly, shall promptly be repaired or removed from the airport within ten (10) days after written notice from Airport Manager. Failure to do so after notice shall be considered a breach of these standards.

Protected Surfaces on/around Airport - No aircraft or other vehicle will be parked or left unattended or any object/structure placed, built, or suffered to remain (a) within sixty-eight (68) feet of the centerline of any surface used as a taxiway, (b) within two hundred (250) feet of the centerline of runway, or (c) at any point on the airport where the object would protrude through any surface prescribed as obstruction-free by Federal Aviation Regulations Part 77.

Rates and Charges - All rates and charges imposed by owner on any operator or user or by any commercial operator on users of or other operators on the airport shall be uniformly applicable to all other such operators/users which make the same or similar use of the airport facility, provided, however, that nothing herein shall prevent granting of quantity discounts if such discounts are granted on a nondiscriminatory basis.

Surface Vehicles on Airport - Except to the extent needed to service or load aircraft, no private or commercial vehicle shall be driven or parked on any other than designated roads or auto parking areas.

Surface Vehicles, Limits on Weight - No vehicle with dual-wheeled axle loading of more than 15,000 pounds, is allowed on any paved or treated aircraft movement or parking areas.

Use of Land within the Airport - Property within the airport may be used only for aeronautical purposes, provided, however, that nothing herein shall prohibit a secondary non-aeronautical use of such land if (a) the primary aeronautical need is not interfered with; (b) it is not in violation of

FAA regulations; (c) is specifically authorized by owner and; (d) if such secondary use will benefit the airport or provide better for its maintenance or development.

Conflicts in Lease - Should any portion of these Standards conflict with the conditions of any lease agreement executed by the city prior to the adoption of these Standards, the conditions in the prior executed lease agreement will take precedent over these Standards for the remainder of the lease term or renewal thereof.

SECTION 2.4 Fees Due Owner

Fees Due from Operators at/on Airport - The following shall be due and payable to owner on the fifteenth (15th) day of each calendar month for charges incurred during the calendar month next proceeding, or as described in lessee's lease or permittee's permit as follows:

1. Sums due under any leases of land or land and improvements.
2. Sums due under any agreement or permit granting operating rights at or from the airport.
3. From any scheduled passenger/freight airlines using the airport, such landing fees as may henceforth be imposed and incorporated herein.

SECTION 2.5 Fueling on Airport

Commercial Fueling of Aircraft and Surface Vehicles - Except as specifically authorized hereinafter, no person may sell or provide for hire on the airport fuel, lubricants, or related services to aircraft or service vehicles unless they first qualifies as a GFBO or SFBO. Owner exclusively reserves the right to construct, maintain, and operate centralized fuel storage and dispensing tanks.

Fueling by Aircraft Owners/Operators - The city recognizes the right of any person, firm or corporation operating aircraft on the airport to refuel only its own aircraft with its own regular employees. However, said persons, firms or corporations may not hire vendors of fuel from off airport premises to refuel on the airport. Aircraft fueling accomplished under this provision shall be in strict accordance with the current fire code.

SECTION 2.6 Leases and Limitations on Leases

Exclusive Rights - No person may be granted in fact or by written instrument any exclusive right prohibited by Section 306 (a) of the Federal Aviation Act of 1958. Determination of the existence of a prohibited exclusive right shall in the final analysis be made by the Federal Aviation Administration (FAA), and such determination shall be final. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed null and void for all purposes.

Terminal Apron Leasing - No related persons/entities (legally by consanguinity or affinity, or otherwise) may be granted GFBO rights on the entire terminal apron or on all or substantially all the land contiguous thereto.

Lease Charges/Escalation Clauses/Terms - All unimproved airport property shall be leased at an amount per square foot per year as set by owner. The term of each lease for use of unimproved airport property shall be set by owner, not to exceed twenty (20) years with a ten (10) year option. Every lease of airport property shall be deemed to contain an automatic escalation clause requiring adjustment of lease charges at the end of each five (5) year period by the cumulative increase (since last adjusted) in the latest Consumer Price Index as published by the Bureau of Labor Statistics prior to lease anniversary and each five (5) years thereafter.

Lease/Operating Rights Nontransferable - Except to the extent needed for a mortgagee to protect its legitimate interest in a leasehold and improvements thereon, land areas and/or facilities used or needed shall be held pursuant to lease only and shall not be transferable unless authorized in writing by the airport owner.

Lease Cancellation/Reduction in Scope - Land leased on the airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the airport must obtain all required building permits to commence construction of minimum facilities, as described in the lease with the city, not later than ninety days from the date of the lease agreement, provided however that the city may grant such extensions as the city may deem necessary. The facilities shall be completed not later than one (1) year after construction commences.

Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, the owner may lease the tract to another qualified person in accordance with procedures set out elsewhere herein.

Partial Cancellation: If a lessee after such two (2) year period (and any extension that may be granted by the City) is using only part of the area leased to them, owner may, or on receiving from an otherwise qualified person a firm offer to lease the unused portion shall, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally canceled) will a GFBO's or a SFBO's lease be reduced below the minimum required acreage for such operators.

Revocation of Leases/Grants - The owner, in its discretion, shall have the right to terminate any lease, license, or agreement authorizing any person to conduct any service or activity and/or to revoke any lease on any land or facility on the airport for any cause or reason provided by these standards or by law and, in addition, upon happening of one or more of the following:

- a) Filing of a petition of voluntary or involuntary bankruptcy by operator.
- b) The making by the person of any general assignment for the benefit of creditors.
- c) The abandonment or discontinuance of any permitted operation at the airport by any person or failure to conduct any service, operation, or activity which the lessee or person has agreed to provide under the terms of their contract.
- d) The failure of a person to promptly pay to the owner, when due, all rents, charges, fees, or

other payments which are payable to the owner in accordance with applicable leases or otherwise due hereunder.

- e) The failure of the person to remedy any default or breach or violation of these rules and regulations by lessee or lessee's employees after 10 days written notice from the Owner.
- f) Violates any of the rules and regulations of the airport or fails to maintain current FAA licenses required for their operation.
- g) Intentionally or knowingly supplies the owner with false or misleading information or misrepresents any material fact on their application or documents or in statements made to or before representatives of owner.
- h) Operates or allows any employee to operate an aircraft or any other equipment in a dangerous or hazardous manner which could endanger the general public or any member thereof in any manner.

SECTION 2.7 Commercial Operators

General - No person may conduct or provide for compensation to the public any goods, services, or equipment on the airport unless he otherwise qualifies as GFBO or SFBO. Nothing contained herein or anywhere else in these standards will prohibit partners, co-owners, or members of legitimate nonprofit clubs (as limited elsewhere in these standards) from providing, servicing, or using their own flight equipment.

Selection of Commercial/Operators - Where owner has more than one fully qualified applicant interested in commercial operations on a particular tract or facility on the airport, owner shall select the applicant in a fair and nondiscriminatory manner. Procedures for application/selection are given hereinafter.

Scheduled Air Carriers/Air-Taxi Service - The owner of the airport reserves the right to negotiate and contract directly with any prospective provider of scheduled air passenger or scheduled air freight service at the airport. Such scheduled operators shall not be required to first seek facilities from GFBO's, and shall have the right, with no compensation necessarily due any other operator, to use a central terminal ramp for loading and unloading of passengers or freight. Procedures for obtaining rights to provide such scheduled service shall be those for SFBO's

General Fixed-Base Operator (GFBO) - As used herein, "GFBO" or General Fixed-Base Operator shall mean a primary commercial operator authorized to do business or to provide goods or services to the public for compensation on the airport and meets at least the minimum requirements set out hereinafter:

The GFBO's shall be selected using procedures set out in these standards (see paragraph "Selection of GFBO's.")

Any person desiring to become a GFBO shall be required to lease either the (but never

more than one) GFBO areas which may be vacant at the time, or an equivalent acreage of land located elsewhere on the airport. If another GFBO area is to be developed for the first time, the person obtaining the lease/operating rights shall, in addition to other requirements herein, at their own expense construct at a location shown/to be shown on the ALP a paved aircraft parking apron of at least 30,000 square feet with at least a ten (10) year design life and have a 30,000-pound single wheel configuration - aircraft load rating.

Requirements

1. GFBO leases at a rate stipulated herein above the terminal building and city fueling facilities, or another ALP-compatible GFBO area on the airport of the same acreage. GFBO's shall be required to lease a minimum of one acre of GFBO areas as are designated.
2. GFBO, within one (1) year of lease agreement date, plus any extensions the city may grant, commences construction of and within two (2) years of lease agreement date, plus any extensions the city may grant, completes a fully equipped and operational facility required by these standards. If any GFBO fails to do so, owner may on their motion, or on receiving from an otherwise qualified person a firm offer to lease and operate a GFBO on the tract shall, unilaterally cancel the GFBO lease and offer the tract for lease to others under the procedures set out hereinafter.
3. GFBO provides prompt line service with at least one person on duty at all times from 7:00 am to sunset, seven (7) days a week and safely and courteously supplies fuel, starting aid, and related light maintenance to aircraft and/or service vehicles on the airport.
4. GFBO provides, at all times, at least two fully equipped positions on the paved parking apron for itinerant aircraft usage.
5. GFBO provides, in full view of the apron aide of the terminal building (or inside the pilot lounge if it is kept open twenty-four (24) hours a day), a pay or free telephone for the use of the pilots.
6. GFBO provides, for sale, current aircraft navigation maps or charts (Sectionals or WACs, and Low-Altitude En Route) for Texas and any other states GFBO determines is necessary.
7. GFBO provides, at all times, a food vending and soft drink machine accessible to airport users.
8. GFBO provides (at a prominent and highly visible location(s) on or in front of the hangar/pilot lounge) a fire extinguisher of minimum capacity required under local fire codes for fighting fuel fires in/on/around aircraft normally using airport.
9. GFBO possesses and maintains public liability and premises operators' insurance coverage protecting both GFBO and owner against:
 - a) Aircraft liability coverage for the operation of aircraft by the GFBO in the minimum amount of \$1,000,000.00 per accident, including passenger liability of \$300,000.00 per

person.

- b) Premises liability coverage for premises leased from owner in the minimum amount of \$1,000,000.00 per accident.
- c) Hangar Keeper's liability coverage for the premises leased from the owner or lessee's hangars on the airport property which provides coverage for damage to or the destruction of aircraft owned by others while in the insured's management, custody for storage, safekeeping or repair while on the leased premises in a minimum amount of \$2,000,000.00
- d) Products liability for aircraft fuel sales in the minimum amount of \$1,000,000.00 per accident.

The Insurance Policy shall have a term no less than one (1) year, the City as an additional insured, waiver of subrogation and any other condition reasonably required by the City.

10. GFBO leases space for and provides properly equipped tie-down locations for all GFBO owned/operated aircraft, all aircraft being serviced at GFBO, and at least two itinerant aircraft.

Selection of GFBO's

1. Following sufficient notice that applications for GFBO lease/rights are to be accepted, on the designated day, (not less than fifteen (15) days following publication) owner will review all applications to ascertain those applicants who meet the minimum requirements set out herein for GFBO's. Application should address each of the relevant GFBO requirements and such other matters as may be pertinent to each proposal (application).
2. Owner, acting through the City Manager or the City Manager Designee, shall evaluate each application (proposal) on each of the following criteria:
 - a) Financial integrity and stability - sufficient fiscal and credit to fulfill all requirements and obligations.
 - b) Ownership experience - The aviation related experience of the principal(s) submitting an application.
 - c) Management experience - Relevant managerial competence of the manager named in the application.
 - d) Diversity and breadth of services proposed.
 - e) Track record of the applicant in similar business endeavors.
 - f) Quality of other enterprises operated by the applicant (either currently or in the past).
 - g) Comprehensiveness and quality of applicants to become GFBO.

- h) Miscellaneous attributes or intangibles - (must be specifically enumerated with support justifications).
- 3. A recommendation will be presented to the City Council for award (by resolution) of a GFBO(s).
- 4. All applicants will be advised in writing by the City Clerk of the City Councils' award. The person(s) selected must, within five (5) days of the notice of award, confirm in writing their willingness to accept such award and be bound by all regulations contained in these minimum standards and applicable FAA regulations. Should any person awarded GFBO status decline to accept, the next person(s) will then be offered said GFBO status until all vacant GFBO positions are filled or until the list is depleted of acceptable applicants.

Specialty Fixed-Based Operator (SFBO)

A Specialty Fixed-Based Operator (SFBO) is a person other than a GFBO who offers and/or provides for compensation to the public goods, services, or facilities on or for delivery on or in the vicinity of the airport, including one or more of the following activities: (however, in order for an SFBO to offer or provide contract fuel sales, one or more of the other activities must also be offered or provided):

- a) Scheduled air passenger and/or freight service.
- b) Aircraft engine/air frame/accessory modification.
- c) Aircraft avionics installation/modification/repair.
- d) Major and/or minor aircraft power plant/accessory repair.
- e) Major and/or minor aircraft air frame/accessory repair.
- f) Ground school for pilots or mechanics.
- g) Flight schools providing for at least single-engine private pilot (VFR) ratings within a reasonable length of time, and own or possess under exclusive lease at least one aircraft IFR-certified which must be based at the airport, and kept properly certified, and in top mechanical and airworthy condition.
- h) Helicopter pilot training.
- i) Other special flight instructions.
- j) Aerial photography.
- k) Air ambulance.

- l) Covered and uncovered aircraft parking.
- m) Other specialty activities not identified.
- n) Contract fuel sales.
- o) Sales of aircraft.

No Person or entity may operate as a SFBO on the Airport unless that person or entity has received and holds a validly issued permit from the City authorized by the City Manager or their designee. Conditions which must be met for the City Manager to issue a written permit to operate as a SFBO are the following:

- a) A lease with sufficient and appropriate space, determined in the sole discretion of the City Manager, to conduct functions of the SFBO as it has represented it will perform for a minimum period of twelve (12) months for improved Airport property with City owned facilities on it, which lease has been approved by the City Council. (Airport hangars and tie down spaces shall not be used for SFBO operations unless an annual permit has been issued as required in c.) below; or
- b) A written sublease from a GFBO or another SFBO with sufficient and appropriate space to conduct those functions as a SFBO which the City Manager and City Council have approved; or
- c) An annual permit issued by the City Manager and approved by the City Council which conditions for issuance must have been met and must remain valid during each annual permit term which conditions are the following:
 - 1. The SFBO does not operate on the Airport under the lease or sublease conditions required in (a and b) above.
 - 2. The permittee must obtain, possess and maintain public liability and premises operators' insurance coverage protecting the insured and the City in the minimum amount of \$1,000,000.00 per accident, including passenger liability of \$300,000.00 per person; premises liability coverage for use of the Airport in the minimum amount of \$1,000,000.00 per accident; product liability for aircraft fuel sales in the minimum amount of \$1,000,000.00 per accident if aircraft fuel sales are licensed for the SFBO; provide a copy of the insurance policy or a certificate of insurance to the City in advance of any license issuance showing a term no less than one (1) year, the City as an additional insured, waiver of subrogation and any other condition reasonably required by the City.
 - 3. Hangar Keeper's liability coverage for the premises leased from the owner or lessee's hangars on the airport property which provides coverage for damage to or the destruction of aircraft owned by others while in the insured's management, custody for storage, safekeeping or repair while on the leased premises in a minimum amount of \$2,000,000.00 Where exposure exists.
 - 4. Products liability for aircraft fuel sales in the minimum amount of \$1,000,000.00 per accident. Where exposure exists.
 - 5. The City must be paid an annual permit fee prior to a permit issuance in the amount of
 - a. \$75.00.

SECTION 2.8 Emergency Temporary Permits

Emergency Temporary Permits: In the event an aircraft having a hangar or tie down lease on the Taylor Municipal Airport or an aircraft which has had an accident on the Taylor Municipal Airport is unairworthy to fly as required by the FAA, an Emergency Temporary Permit for aircraft repair may be granted to licensed A& P mechanic by the Airport Manager to make repairs to the unairworthy aircraft under the following conditions:

- a. The repairs are made to the aircraft to allow its flight to the airport which the aircraft owner desires in order to have the repair facility on the destination airport repair the aircraft.
- b. Emergency temporary repairs shall include annual inspections which are required after the aircraft is out of a current annual certification date and which the A&P is required to license the aircraft to be flown to the repair facility required by the aircraft owner.
- c. The Emergency Temporary Permit shall require approval by the Taylor Municipal Airport Manager to verify the necessity of the emergency temporary repairs by the temporary permittee and that the temporary permittee has insurance with the same coverage amount required for a SFBO in Section 2.7 above insuring the city from liability, claims, losses, or damages arising from the work performed under the Temporary Emergency Permit.
- d. An Emergency Temporary Permit shall require a \$75.00 payment to the City for each Emergency Temporary Permit issued.

SECTION 2.9 Noncommercial Operators

Flying Clubs/Cooperative and/or Partnership Ownership of Aircraft - Flying clubs, cooperative or partnership ownership operation of aircraft based on the airport are specifically authorized, provided:

- a) The flying club, association, partnership, or corporation is composed only of natural persons and is organized on a not-for-profit or solely cost-sharing basis.
- b) The flying club, association, partnership, or corporation provides and maintains public liability insurance with a minimum of \$1,000,000.00 per accident, \$500,00.00 per person and \$500,000.00 property damage liability insurance.
- c) The flying club, association, partnership, or corporation leases, rents, or otherwise provides on the airport hangar space or tie-down space for each aircraft operated from the airport.
- d) Training, if provided at all, is provided only to its members.
- e) The flying club, association, partnership, or corporation registers with the Airport Manager on the first business day of each year and provides the required copy of public liability insurance policy, a listing (with "n" numbers) of aircraft based and used at the airport, and

a list of all members authorized to operate such aircraft.

- f) The flying club, association, partnership, or corporation and all members thereof otherwise operate in accordance with applicable federal and state law/regulations and these standards.

SECTION 2.10 Severability

If any article, paragraph, or part of a paragraph of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force or effect of any other article, paragraph, or part of a paragraph of this Ordinance which shall remain in full force and effect.

SECTION 2.11 Repealer

All provisions of any Ordinance of the City of Taylor, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 2.12 Penalty for Violation

a) Any person operating or handling an aircraft in violation of any of these rules or refusing to comply therewith, may be denied further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property; and,

b) Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be subjected to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, except where a different penalty has been established by state law for such offense in which event the penalty shall be fixed by state law and if deemed a violation of any provision which governs fire safety, zoning or public health or sanitation shall be punished by a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 2.13 Publication

The City Clerk is hereby authorized and directed to publish the caption of this Ordinance, together with the penalty provision contained therein, in the manner and for the length of time prescribed by law.

In accordance with Article VIII, Section 1 of the City Charter, Ordinance No. 2023-12 was introduced before the Taylor City Council on the 9th day of March, 2023.

PASSED, APPROVED and ADOPTED on this the _____ day of _____, 2023.

_____ **Brandt Rydell, Mayor**

ATTEST:

_____ **Dianna McLean**

City Clerk

APPROVED AS TO FORM:

Ted W. Hejl
City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Dianna McLean, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 2023-12, passed and approved by the City Council of the City of Taylor, Texas, on the _____ day of _____, 2023, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this the _____ day of _____, 2023.

Dianna McLean
City Clerk