

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, REPEALING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY AND ADOPTING A NEW CHAPTER 30 WITH UPDATED PROVISIONS REGARDING AIRPORT MINIMUM STANDARDS AND RULES AND REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of McKinney, Texas (the “City”) is a Home Rule City possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the City’s Home Rule Charter; and

**WHEREAS**, the City owns the McKinney National Airport, (“the airport”) a federally obligated airport, and is responsible for establishing airport rules and regulations for the safe operation of the airport and establishing minimum standards for aeronautical activities occurring at the airport; and

**WHEREAS**, the City Council of the City of McKinney, Texas (“City Council”), possesses, pursuant to applicable federal and state law, the authority to regulate airport operations; and

**WHEREAS**, the McKinney Airport Development Corporation (“MADC”) was created under the authority of the City’s Home Rule Charter and Chapter 431 of the Texas Transportation Code to assist and advise the City in operating the airport, and to provide other duties and activities as set forth in the MADC Articles of Incorporation and Bylaws; and

**WHEREAS**, the MADC has undertaken an extensive review of the airport rules and regulations and minimum standards, and the MADC Board recommends to the City Council several modifications to Chapter 30 of the McKinney City Code in accordance with that review; and

**WHEREAS**, the City Council finds that the adoption of updated provisions regarding airport minimum standards and rules and regulations is in the best interest of the health, safety and welfare of the citizens of the City and of the members of the public who desire to use the airport.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:**

Section 1. All of the above premises are found to be true and correct legislative determinations and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. The Code of Ordinances of the City of McKinney, Chapter 30, is hereby amended by deleting said chapter in its entirety and replacing it with new Chapter 30, which shall read as follows:

**“CHAPTER 30 – AVIATION**

**Article I. In General**

- Sec. 30-1. Responsibility.
- Sec. 30-2. Definitions.
- Sec. 30-3. Exemption of city officials from liability.

**Article II. McKinney Airport Development Corporation and Airport Director**

- Sec. 30-23. Creation, membership, duties and responsibilities of the McKinney Airport Development Corporation.
- Sec. 30-24. Executive director; duties and responsibilities.

### **Article III. Airport Rules and Regulations**

- Sec. 30-52. Adopted.
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- Sec. 30-54. Knowledge of rules implied.
- Sec. 30-55. Conflict in rules.
- Sec. 30-56. Use of airport restricted.
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- Sec. 30-60. Conformity with airport layout plan (ALP).
- Sec. 30-61. Noncompliance with minimum standards and rules and regulations.
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- Sec. 30-68. Hangar space.
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- Sec. 30-72. Licenses, certificates and authorizations.
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- Sec. 30-114. Commercial aeronautical activity and temporary commercial aeronautical activity.

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### **ARTICLE I. IN GENERAL**

#### **Sec. 30-1. Responsibility.**

As the owner of a federally obligated airport, the city is responsible for instituting airport rules and regulations for the safe operation of the airport and for instituting minimum standards, which are intended to provide the threshold entry requirements for those wishing to perform commercial aeronautical activities for the provision of aeronautical services to the public on McKinney National Airport.

#### **Sec. 30-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon*, as applied to property left at the airport, means that it has been left on city-owned property without consent of the city for a period of 48 hours without the owner moving or claiming it or on leased property without consent of the commercial aeronautical activity.

*Access agreement* means the contract executed by the off-airport user and the city that sets forth the terms and conditions applicable to off-airport access approved under this chapter and accompanying the access permit issued pursuant to this chapter.

*Access area* means that portion of an off-airport property that is designated by the off-airport user of that property on a plan approved under this chapter, which plan also contains a legal description of the access area, which is the only area of such parcel in which the off-airport owner's owned or leased aircraft may be maneuvered, stored, repaired, operated or otherwise permitted, except for an aircraft in the process of original manufacture, which will be permitted on any part of such property until the original manufacturing process for such aircraft has been completed. The access area shall not include any part of an access taxiway. Any changes to the access area must be approved under this chapter.

*Access fee* means the fee to be paid annually to the city for access to the airport from an off-airport property as described in this chapter.

*Access permit* means a permit issued by the city under this chapter to an off-airport user permitting the off-airport user the unique privilege of using the airport directly from the off-airport property for aeronautical activities.

*Access taxilane* means an aircraft taxilane located either on the airport or on property other than the airport that includes the portion of the apron or non-movement area used by aircraft for access between taxiways and aircraft parking positions on off-airport property, and is approved as an access taxilane by the executive director under this chapter.

*Access taxiway* means an aircraft taxiway located either on the airport or on property other than the airport that connects into a taxiway or taxilane on the airport and that is constructed for the sole purpose of allowing aircraft to taxi between the airport and the access area and is approved as an access taxiway by the executive director under this chapter.

*Activity* means commercial aeronautical activity. Also refers to temporary commercial aeronautical activity (temporary activity).

*Adjusted airport area annual land lease rate* means the airport area land lease rate multiplied by the airport area land lease rate adjustment factor.

*Air navigation facility* means:

- (1) A facility, other than one owned and operated by the United States, used in or available or designed for use in aid of air navigation, including a structure, mechanism, light, beacon, marker, communications system, or other instrumentality;
- (2) A device used or useful as an aid in the safe landing, navigation, or takeoff of aircraft or the safe and efficient operation or maintenance of an airport; or
- (3) A combination of those facilities or devices.

*Air operations area (AOA) or airside* means all of the area contained within the perimeter security fence that requires access through a building, gate or other controlled access point.

*Air traffic control tower (ATCT or tower)* means the facility from which FAA-authorized personnel provide instructions to aircraft and approved vehicles operating on and/or within the vicinity of the airport movement areas via two-way radio communications or light-gun signals.

*Air traffic controller (ATC)* means FAA-authorized personnel who provide instructions to aircraft and approved vehicles operating on and/or within the vicinity of

the airport movement areas via two-way radio communications or light-gun signals from the tower.

*Aircraft* means any contrivance intended or designed to be capable of atmospheric flight.

*Aircraft maintenance* means the repair, adjustment or inspection of aircraft as defined in Federal Aviation Regulation part 43.

(1) *Major repairs*: Major alterations or repairs to the airframe, power plant, propeller and accessories in accordance with Appendix A (a) to Part 43--Major Alterations, Major Repairs, and Preventive Maintenance, of the Federal Aviation Administration Regulations.

(2) *Minor repairs*: Preventative maintenance in accordance with Appendix A (c) to Part 43--Major Alterations, Major Repairs, and Preventive Maintenance, of the Federal Aviation Administration Regulations.

*Aircraft owner* means any person who owns or leases a specific aircraft and holds the exclusive right to fly or sell the aircraft, including but not limited to an individual, corporation, chief pilot, leasing company, or aircraft manager.

*Airport* means the area of land owned or leased by the city and known as the McKinney National Airport.

*Airport area* means that portion of the airport, which is now or hereafter considered by the FAA, TxDOT Aviation, the city or any other regulatory agency with oversight of the airport to be the obligation and responsibility of the city to operate and maintain for the common use and benefit of the public. The airport area includes, without limitation, any air navigation facility or structure designed and intended to serve the public not specifically subject to a lease agreement, including any instrument landing system (ILS) owned and operated by the United States or other entity; the air operations area; any other facility or facilities at the airport that are eligible for federal or state grants or subsidies awarded on the basis of their serving the benefit of the public; security, fire, and emergency medical protection; protection of aerial approaches to the airport; directional signs; and perimeter or restricted access fences.

*Airport area annual expenses* means an amount of money equal to all known expenses and costs incurred or expended by the city to operate the airport area for the benefit, use and privilege of the public during the most recently completed fiscal year as accounted for by the city.

*Airport area land lease rate* means the per square foot lease rate charged to persons who lease portions of the airport area from the city.

*Airport area land lease rate adjustment factor* means the percentage adjustment of the airport area land lease rate determined by the city to be used in calculating the access fee.

*Airport area maintenance rate* means a dollar amount calculated on a per square foot basis of the airport area expenses by dividing the airport area expenses by the total land area (in gross square feet) of all airport facilities and total off-airport properties, as designated on the airport layout plan (refer to Sec. 30-305(b)).

*Airport director* means the duly appointed person responsible to the city manager for the overall operation and development of the airport, or the director's designated representative.

*Airport layout plan (ALP)* means the city council's most recently accepted scaled drawing of existing and proposed land and facilities necessary for the operation and development of the airport, which has been submitted to the FAA for approval or approved by the FAA.

*Airport sponsor or sponsor* means the airport owner, which is the city.

*Airworthy* means the aircraft must conform to its type certificate, meet established standards for safe flight and be equipped and maintained in a condition to fly.

*Apron* means a paved area that is located adjacent to an aircraft hangar door and allows the maneuvering of aircraft to and from the hangar it serves.

*Building* means the main portion of each structure, all projections or extensions therefrom and any additions or changes thereto and shall include garages, outside platforms, docks, carports, canopies, eaves and porches.

*City* means the City of McKinney, Texas. Where approval, enforcement or other act on the part of the city is referred to herein, the city shall act by and through its city ordinances unless otherwise specifically indicated.

*Commercial aeronautical activity (CAA)* means an entity that leases land from the city or a facility from another CAA and is approved to provide commercial aeronautical products or services to the public. Such activities include, but are not limited to, fixed based operation (FBO), specialized aviation service provider (SASO) and limited specialized commercial aeronautical services provider (LSCASP).

*Commercial aeronautical service* means any aviation-related sales or support service that is offered to the public.

*Disabled aircraft* means an aircraft that has become disabled as the result of an incident, accident or for any other reason on any portion of the airport.

*Driver* means any person who drives or operates a vehicle upon public highways or within the AOA.

*Employee* means an individual who works for an aircraft owner or a commercial aeronautical activity, and for which the aircraft owner or commercial aeronautical activity is required to file federal income tax and tax withholding information with the IRS on behalf of the employee.

*Employee verification* means the filing by the airport director of form SS-8 (determination of worker status for purposes of federal employment taxes and income tax withholding).

*Entity* means a person, firm, corporation or partnership.

*Equipment* means all machinery, together with the necessary supplies, tools and apparatus necessary to the proper conduct of the activity being performed.

*Escort* means a person and/or vehicle authorized to access the AOA who accompanies and is responsible for the actions of another person and/or vehicle that is otherwise not authorized to access the AOA.

*Executive director* means the airport director.

*FAA* means the Federal Aviation Administration.

*Five-year airport CIP reserve* means the amount of city capital improvements program (CIP) funding reserved for airport facilities.

*Fixed-base operator (FBO)* means an entity which maintains facilities at the airport for the purpose of engaging in the retail sale of aviation fuels, oils and associated line service, aircraft airframe and engine repair and a minimum of two of the

following: flight instruction/aircraft rental, aircraft sales, air taxi and aircraft charter operation, avionics, instrument or propeller repair or aircraft storage.

*Foreign object debris (FOD)* means any object that does not belong in or near airplanes and, as a result, can injure airport personnel and damage aircraft.

*Fuel farm* means a common use facility, sited on city-owned property, constructed for the installation of privately owned bulk fuel storage tanks and which facility is designed to contain fuel spills or leaks from entering the environment.

*Good neighbor and fly friendly initiatives* means a recommended and voluntary overflight or noise mitigation procedure or technique recommended by the airport director and posted in public places and in the offices of commercial aeronautical activities from time to time.

*Hangar* means a shelter and all required components constructed especially for storing aircraft.

*Improvements* means all buildings, structures and facilities, including pavement, fencing and signs constructed, installed or placed on, under or above any leased area by a lessee or as required by the city.

*Landside* means the common use areas of the airport that are open to the public and includes public roadways, parking lots and buildings not contained in the airside area.

*Lease* means a contractual agreement between the city and an entity granting a concession or otherwise authorizing the conduct of certain activities, which is in writing and enforceable by law.

*Limited Specialized Commercial Aeronautical Service Provider (LSCASP)* means an entity that primarily provides specialized commercial aeronautical services such as nonstop sightseeing flights, aerial photography, aerial firefighting, utilities patrol, aerial applications and other miscellaneous activities directly related to aircraft support or transportation services exclusively by appointment or contract.

*MADC* means the McKinney Airport Development Corporation created under the authority of the city's home rule charter and in accordance with chapter 431 of the Texas Transportation Code and pursuant to its Articles of Incorporation and the procedures established in its corporate bylaws.

*Maintenance hangar* means a shelter and all required components constructed especially for conducting the maintenance of aircraft.

*McKinney National Airport* means all land and improvements owned or leased by the city comprising McKinney National Airport as it now exists or as hereafter may be expanded or developed.

*McKinney Air Center* means the city-owned and operated exclusive fuel provider at McKinney National Airport.

*Movement area* means and includes the taxiways and runways, which require explicit authorization from ATC prior to entry during the ATCT's hours of operation.

*Non-movement area* means the apron, taxilanes and all other areas within the paved portions of the AOA where access and movement are not subject to ATC authorization.

*Off-airport access* means access to the airport for aeronautical activities from off-airport property in accordance with this chapter, an access permit, an access agreement, and applicable law, rule, or regulation. Off-airport access is frequently

referred to as a "through-the-fence" access, even though an airport's perimeter fence may be imaginary.

*Off-airport property* means the gross land area of a lot or tract of land which abuts the airport or an airport taxiway and may be used or intended to be used in whole or in part for aeronautical activities.

*Off-airport user* means an owner of the fee simple title of an off-airport property who is issued and holds an access permit to conduct off-airport access directly between the off-airport property and the airport in accordance with the access permit issued and access agreement executed pursuant to this article.

*Person* means an individual, corporation, company, association, firm, partnership, society, government, tenant, lessee, concessionaire, passenger, visitor, customer, contractor, and other entities doing business on, employed at, or otherwise using city property as the context shall deem appropriate. The term "person" includes a trustee, receiver, assignee, successor or similar representative of any of them.

*Permit* means a certificate that accompanies a lease or other agreement that has received the approval of the city council.

*Ramp* means the area of the airport within the AOA designated for the loading, unloading, servicing and parking of aircraft.

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

*Resident* means a person or entity who resides in a particular place permanently or for an extended period in a private dwelling constructed for such purpose.

*Runway* means a portion of the movement area used for the takeoff and landing of aircraft.

*Runway safety area (RSA)* means the surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway.

*Self-fueling* means the fueling of an aircraft by the owner of the aircraft or by the owner's employee, using fuel obtained by the aircraft owner from the source of his preference.

*Specialized aviation service operator (SASO)* means an entity that performs a commercial aeronautical activity that provides or performs single or multiple services and/or products. Examples of a SASO include, but are not limited to those SASO activities defined in division 6 of article IV of this chapter.

*State* means the State of Texas, Department of Transportation, Division of Aviation.

*Sublease* means a lease granted by a lessee, with permission from the city, to another entity of all or part of the property.

*Taxilane* means the portion of the apron or non-movement area used by aircraft for access between taxiways and aircraft parking positions.

*Taxiway* means a portion of the movement area that is used for taxiing aircraft from one part of the airport to another.

*Temporary commercial aeronautical activity* means a SASO authorized by the city to operate on the airport for a temporary period not to exceed 180 consecutive days or until approval to operate as a CAA.



*Temporary specialized aviation service operator (TSASO)* means an entity, which may be engaged for hire by an aircraft owner on an as-needed basis to perform a service or provide a product that is not being provided by an authorized CAA. TSASOs are not classified as CAAs.

*Tie-down* means the area, paved, suitable for parking of aircraft, and/or wherein suitable tie-down points have been located.

*Total off-airport properties* means the aggregate of all eligible off-airport properties, each of which is determined to be an eligible off-airport property by the city.

*TxDOT Aviation* means the Texas Department of Transportation Division of Aviation.

*Unauthorized access* means to gain access to the AOA without properly using an airport authorized access control method, an escort or explicit authorization from the airport director to do so.

*Vehicle* means and includes automobiles, trucks, buses, motorcycles, tractors, mowers, all-terrain vehicles, golf carts or any other device in or upon which any person or property may be transported, other than aircraft.

*West Hangar Area* means the area of the airport bordered by McKinney Fire Station number 4 and McKinney Hangar Owners Association to the west, Taxilane B-3 to the north, the north-south running stormwater drainage channel to the east and Industrial Boulevard to the south.

### **Sec. 30-3. Exemption of city officials from liability.**

All of the regulations provided in this chapter and the functions and duties of all officers, agents, servants, or employees of the city in the enforcement of this chapter are declared to be governmental and for the benefit, health, and welfare of the general public. Any city official or employee charged with the enforcement of this chapter, acting for the MADC or the city in the discharge of his or her duties, shall not thereby render himself or herself personally liable by the performance of any act required or permitted in the discharge of his or her duties.

## **ARTICLE II. MCKINNEY AIRPORT DEVELOPMENT CORPORATION AND EXECUTIVE DIRECTOR**

### **Sec. 30-23. Creation, membership, duties and responsibilities of the McKinney Airport Development Corporation.**

(a) McKinney Airport Development Corporation created. There is hereby created the McKinney Airport Development Corporation ("MADC") under the authority of the City's Home Rule Charter and in accordance with Chapter 431 of the Texas Transportation Code and pursuant to its Articles of Incorporation and the procedures established in its corporate bylaws. The MADC is organized for the purpose of aiding, assisting, and advising the city in the performance of its governmental functions to promote the common good and general welfare of the city, and to aid in promotion, development, encouragement and maintenance of aeronautical facilities, commerce and development in the city. The MADC is further organized to aid, assist and advise the city regarding financing, constructing, owning, managing and operating facilities at the airport, together with land and improvements related thereto, and all other powers and duties set forth in its Articles of Incorporation and corporate bylaws, as amended.

(b) All powers of the MADC shall be vested in a board of directors ("board"). The board shall consist of seven persons. Directors of the corporation ("director" or "directors") shall be appointed to the board as follows:

(1) The city council shall appoint each director to the board. The number of directors shall increase or decrease at the city council's discretion in accordance with the approved bylaws. The board shall always be composed of an odd number. The city council shall appoint ex officio, non-voting members to act as city council liaisons to the board as the city council deems necessary.

(2) Each director shall serve terms consistent with the City Council Policy on Board and Commission Appointment and Eligibility, or until his or her successor is appointed by the city council; provided, however, upon the death, resignation or removal of a director, the city council shall appoint a replacement director to serve for the unexpired term of office of the replaced director. Any restriction as to term is governed by the city council.

(c) Any director may be removed from office at any time, with or without cause, by the city council. Attendance at board meetings is required in accordance with the City Council Policy on Board and Commission Appointment and Eligibility. All directors shall have full and equal voting rights. All references to an act, resolution or vote of the directors shall refer to a vote of the directors entitled to vote on the matter as provided herein and in the corporate bylaws.

(d) The city council shall appoint directors according to the following criteria:

(1) Unless otherwise eligible under (2), below, directors shall be residents of the city or shall own or be employed by a business having one of its primary locations in the city.

(2) Up to two (2) directors may be residents of Collin County or shall own or be employed by a business having one of its primary locations in Collin County.

(e) The directors may hold their meetings at such place or places as the board may from time to time determine within Collin County; provided, however, in the absence of any such determination, such place shall be at either the airport, the offices of the MEDC, or City Hall in the City of McKinney, Texas. The board shall have an office and keep the books of the MADC within the City of McKinney, Texas.

(f) The board shall meet in accordance with and file notice of each meeting of the board for the same length of time and in the same manner and location as is required of a city under Chapter 551, Texas Government Code (the "Open Meetings Act"). The MADC, the board, and any committee of the board exercising the powers of the board are subject to Chapter 552, Texas Government Code (the "Texas Public Information Act"). The board's meetings shall comply with the corporate bylaws.

#### **Sec. 30-24. Executive director; duties and responsibilities.**

(a) The city manager is authorized to hire an executive director subject to ratification by a majority of the city council. The executive director shall not be terminated unless ratified by a majority vote of the city council in open session.

(b) The executive director shall be an at-will employee of the city who shall report to the city manager. The executive director shall assist the city manager in the management of the properties and operations of the airport. The executive director shall be an ex-officio member of all board committees, except the audit committee. The executive director shall assist the board within the general guidelines and policies of the board and city manager, the ordinances of the city, and the FAA grant assurances and rules.

## **ARTICLE III. AIRPORT RULES AND REGULATIONS**

### **Sec. 30-52. Adopted.**

The rules and regulations for the McKinney National Airport are made a part of this article as if fully set forth herein.

### **Sec. 30-53. Purpose.**

Federal grant assurances impose the obligation on the airport sponsor to establish and enforce fair, equal and not unjustly discriminatory airport rules and regulations for the safe and efficient operation of McKinney National Airport. These rules and regulations, hereinafter referred to as regulations, are intended for the safe, secure, orderly and efficient use of the airport.

### **Sec. 30-54. Knowledge of rules implied.**

By publication of this chapter as required by law, all persons will be deemed to have knowledge of its contents. However, the office of the airport director, airport website and any and all commercial aeronautical activities and FBOs shall have copies of this chapter printed and at all times available in their office, and upon their request shall furnish such copies to owners and operators of aircraft using the airport.

### **Sec. 30-55. Conflict in rules.**

If and where there is conflict in these and the Federal Aviation Administration published policy and/or Federal Aviation Regulations, the latter shall prevail. The provisions of this article shall not in any way supersede the provisions of the building code, fire code, or other construction or safety-related codes.

### **Sec. 30-56. Use of airport restricted.**

No person shall use the airport for the carrying on of any commercial activity unless authorized as provided for in the minimum standards for McKinney National Airport.

### **Sec. 30-57. 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.

### **Sec. 30-58. Overriding right of owner.**

Any clause herein to the contrary notwithstanding, the city 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 without restitution to tenants and to make any change in any or all of the minimum standards or leases or rights granted retroactively when required by the FAA for compliance with the applicable grant provisions or related governmental policies and prospectively otherwise.

### **Sec. 30-59. Standards and leases subordinate to agreements with state and United States.**

The airport was developed with aid from the state and the United States. Copies of such grants are available for review at the office of the airport director. These grants include a number of obligations and commitments to the general and flying public, to the state and to the United States. Any provision of these 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 the owner's or the FAA's option for conformity with these grants.

**Sec. 30-60. Conformity with airport layout plan (ALP).**

The city, state and FAA have on file a copy of the most recent approved ALP for the airport. All development and activities on and proposed leases of portions of the airport must be in conformity with the ALP.

**Sec. 30-61. Noncompliance with minimum standards and rules and regulations; enforcement.**

(a) Any person, corporation or entity who fails to comply with any provision of the rules and regulations and minimum standards provided for in this chapter shall, after due notice and adequate time to cure as established by the city, be barred from using or operating on or from the airport.

(b) Any peace officer of the city, the airport director and other employees of the airport designated by the airport director, shall have the right and power to enforce any and all regulations contained in this chapter, and shall have the power to issue citations for any violation of this chapter.

**Sec. 30-62. Applicability.**

These standards shall apply to all persons defined herein or as amended from time to time by the city. A person, by operating on or from the airport, thereby consents to be bound by these standards.

**Sec. 30-63. Civil rights.**

Persons using this airport shall comply with all provisions of the Civil Rights Act of 1964 and implement 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.

**Sec. 30-64. Complaints.**

The airport director shall investigate and respond to complaints against any commercial aeronautical activity. Such complaints shall be in writing, signed by the complainant and filed with the airport director. A copy of the written complaint shall be presented to those against whom it is directed as part of the investigation.

**Sec. 30-65. Compliance with ordinances, laws and regulations.**

All persons operating on the airport shall comply at their own expense with applicable state and federal laws and regulations and county and local ordinances.

**Sec. 30-66. Compliance with health, fire, construction and zoning codes.**

All persons using or operating from the airport shall comply with the requirements of all health, fire, construction and zoning codes and controls applicable to the airport and its operation.

**Sec. 30-67. Damages.**

Any clause herein or lease provision to the contrary notwithstanding, any person using this airport shall be chargeable for all damages to the airport or any property located thereon caused by such use and shall hold the city harmless from any payment therefor.

**Sec. 30-68. 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 it is the city or qualifies as a commercial aeronautical activity.

**Sec. 30-69. Landing fees.**

Except as provided in division 6 of article IV of this chapter, pertaining to commercial aeronautical activities, the fee due from any airport user for the right to land shall be as determined from time-to-time by the city council.

**Sec. 30-70. Foreign garbage disposal fee.**

The operators of international arriving aircraft shall comply with all federal, state and local regulations pertaining to the collection and disposal of garbage contained on any aircraft originating outside of the United States. A foreign garbage collection fee as determined from time to time by the city council shall be charged to offset the cost of collection, storage and disposal.

**Sec. 30-71. U.S. customs overtime fee.**

The operators of international aircraft shall comply with all federal regulations pertaining to U.S. customs inspections. A U.S. customs overtime fee as determined from time to time by the city council shall be charged to offset the cost of inspection for international flights arriving before and after normal business hours, which are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of holidays.

**Sec. 30-72. Licenses, certificates and authorizations.**

No person shall operate on or from the airport (whether for compensation or not) unless he possesses all licenses, certificates and authorizations required by these standards and the various governmental authorities for such operations.

**Sec. 30-73. Records required.**

Each person or other user of the airport having duty to pay any sums to the city shall keep records and books of the account in conformance with generally accepted accounting principles (on the operation of or relatable to the airport) adequate to accurately reflect gross revenue, and said records and books shall be open to examination by the city or its authorized representative at any time.

**Sec. 30-74. Use of land within the airport.**

Property within the airport may be used only for aeronautical purposes unless approved in writing by the city and the FAA.

**Sec. 30-75. General rules and regulations.**

The following rules and regulations shall pertain to and be observed in the use, operation and conduct of McKinney National Airport:

(1) *Federal Aviation Regulations.* Promulgated by the Federal Aviation Administration, the Federal Aviation Regulations are hereby referred to, adopted and made a part hereof as though fully set forth and incorporated herein.

(2) *Safeguarding of persons and property.* The airport director 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.

(3) *Environmental compliance.* All persons using or operating from the airport shall be familiar with and comply at their own expense with all requirements of the airport's stormwater pollution prevention plan (SWPPP) and spill prevention and countermeasure control plan (SPCC), which include, but are not limited to:

- a. Construction and maintenance of facilities and infrastructure (public or private);
- b. Application for a notice of intent (NOI) or no exposure certification (NEC), annual training, preparation and implementation of procedures, certification of nonstormwater discharges, collection and testing of stormwater samples, implementation of good housekeeping measures and/or best management practices and maintenance of records;
- c. Wet aircraft washing shall be accomplished so that all runoff is collected and disposed of in a manner acceptable to the airport director and is in accordance with federal, state and local laws; and
- d. No person may discharge any nonpermitted nonstormwater discharges or hazardous materials onto the airport or its navigable waterways. Any person who discharges any hazardous materials must follow established spill response procedures and promptly abate, remediate and remove said hazardous materials.

(4) *Registration of aircraft.* Registration numbers of all aircraft based at McKinney National Airport shall be registered with the airport director. Commercial aeronautical activities, limited specialized commercial aeronautical activities, flying clubs and private hangar and aircraft owners harboring aircraft at the airport shall report each based aircraft on a frequency established by the airport director.

(5) *Foreign object debris (FOD).* No person shall leave FOD in open outside areas of the airport. (See definition of "Foreign object debris" in section 30-2.)

(6) *Vehicular traffic.* No person shall operate a vehicle on the airport AOA except in accordance with the following rules in addition to federal, state and local laws:

- a. Only persons with a valid operator's license recognized by the state shall be permitted to operate a vehicle on the AOA;
- b. All vehicles operating on the AOA shall maintain the minimum amount of liability insurance required by state or local law;
- c. No vehicle shall gain unauthorized access to the AOA;
- d. With the exception of emergency vehicles responding to an airport emergency, no vehicle shall be operated on the non-movement area at a speed in excess of 20 miles per hour;
- e. Aircraft, emergency vehicles and pedestrians always have the right-of-way;
- f. Each driver using a city-owned automated vehicle gate shall ensure the gate closes completely behind his vehicle prior to leaving the vicinity of the gate to ensure that no unauthorized vehicle(s) or person(s) tailgates to gain unauthorized access to the AOA, except for those under escort approved by the executive director;
- g. Vehicles shall not be operated in a reckless or careless manner. A reckless and careless manner is one that intentionally or through negligence threatens the life or safety of any person or threatens damage or destruction to property;

h. No vehicle shall be operated on the airport except for those in sound mechanical condition with operable headlamps and taillights at night and during periods of reduced visibility. This regulation shall not apply to golf carts, aircraft tugs and wheelchairs;

i. Each driver is responsible for the actions of passengers and vehicles under his control or escort while on the AOA;

j. It shall be unlawful to disobey any traffic-control device, sign, signal, marking or insignia erected, installed or placed by the airport sponsor or established by the regulations under this article.

k. No person shall operate a vehicle on the movement area except for those trained by the airport director that also meets each of the following requirements:

i. All vehicles must be equipped to maintain two-way communications with the ATCT and be marked or lit in accordance with FAA guidelines, or be escorted by another vehicle so equipped;

ii. Only government, law enforcement, emergency vehicles or other vehicles with written authorization from the airport director shall be permitted to operate a vehicle on the movement area; and

iii. All vehicles must obtain clearance prior to entering the movement area and maintain two-way communications with the ATCT at all times when operating in the movement area. When the ATCT is closed, FAA procedures for uncontrolled airports apply;

l. No vehicle shall be operated within ten feet (10') of a parked aircraft, except when necessary for aircraft servicing.

m. No vehicle shall be operated in the RSA during aircraft takeoffs and landings without permission from the ATCT during its hours of operation.

n. With the exception of vehicles parked in hangars the airport director may remove or cause to be removed from any city-owned or city-leased property at the airport any vehicle that is disabled, abandoned, parked in violation of these regulations or which presents an operational hazard, at the operator's expense and without liability for damage which may result during the course of such removal.

(7) *Vehicle parking.* No vehicle shall park:

a. In any area for more than 48 hours, except in those locations designated for vehicle parking by the airport director or CAA; or

b. In a movement area or in a manner that interferes with normal aircraft maneuvering or operations.

Vehicles parked, stored or abandoned contrary to the provisions of this subsection are parked illegally.

(8) *Limits on weight of surface vehicles.* The owner or operator of any vehicle operated on any paved or treated aircraft movement or parking area shall ensure that such vehicle does not have dual-wheeled axle loadings greater than that provided for in construction plans certified by a professional engineer.

(9) *Vehicle Repairs.* No person shall wash or make any repairs to vehicles anywhere on the airport, except those repairs necessary to remove such vehicles from

the airport. This provision does not apply to ground support equipment or vehicles operated by a commercial aeronautical activity in the course of its business.

(10) *Pedestrians.* No pedestrian shall enter the movement area, except for those with written authorization from the airport director who also meet the two-way communication requirements of Section 30-75(6).

(11) *Damage to airport property.* Any person damaging any land-based city-owned improvements or land by operation of an aircraft, motor vehicle or otherwise shall immediately report to the airport director. Repair of such damage shall be ordered and accomplished by the airport director. The person responsible for said damage shall pay the city the full cost for repairs upon receipt of an invoice from the city.

(12) *Removal of disabled aircraft.* The operator, owner or other designated representative of a disabled aircraft resulting from repair or maintenance, abandonment, abuse or an accident or incident shall be responsible for the prompt removal of such aircraft and parts thereof from any portion of the airport only when directed to do so by the airport director. The airport director shall not commence such removal until the FAA and/or National Transportation Safety Board have released the aircraft if applicable, unless the airport director declares an emergency that requires the removal of said aircraft prior to its release. In the event of failure to comply immediately after said direction from the airport director, the aircraft may be removed at the expense of the operator, owner or designated representative without liability to the city for damage or loss which may result during the course of such removal.

(13) *Access Rights.* Access rights to the McKinney National Airport from adjacent properties shall be governed by the provisions in Article IV, Division 8, of this chapter.

#### **Sec. 30-76. Aircraft ground operations.**

(a) *Tie-down of aircraft.*

(1) All aircraft not hangared shall be tied down or secured when unattended and during inclement weather.

(2) No person other than the airport director or his authorized representative may collect a tie-down fee per night or per month for each aircraft tied down.

(3) Aircraft unattended for short durations shall be secured either by tie-down or wheel chocking.

(b) *Running aircraft engines.*

(1) No engine shall be operated inside any hangar unless the hangar is equipped for such operation.

(2) No aircraft shall be left unattended with engines operating.

(c) *Aircraft engine run-ups.* A person conducting an engine run-up shall ensure that other persons, hangars, other buildings and parked vehicles are not in or likely to be in the path of a propeller or jet blast. The airport director may designate locations on the airport for the purpose of conducting aircraft engine run-ups.

(d) *Propeller and jet blast.* No aircraft shall be started or taxied so that the propeller or jet blast causes injury to persons, damages property or spreads FOD onto a paved surface.

(e) *Taxiing aircraft.*

(1) Aircraft shall be taxied at speeds that will ensure complete control at all times.

(2) No aircraft shall be taxied except on areas designated for taxiing.



(3) There shall be no taxiing of aircraft by engine power into or out of hangars.

(f) *Parking aircraft.*

(1) The airport director may remove or cause to be relocated on the airport or removed from any city-owned or city-leased property at the airport any aircraft that is abandoned, parked in violation of these regulations or which presents a security, fire or operational hazard, at the operator's expense and without liability for damage which may result in the course of such removal. This does not pertain to aircraft stored in hangars.

(2) Aircraft shall not be parked in a movement area, or in such a manner as to hinder the normal maneuvering or operation of other aircraft unless specifically authorized by the airport director or ATC as an emergency measure.

(3) All aircraft shall be parked in the areas designated for that purpose by the airport director.

(g) *Responsibility of owner.* The aircraft owner or his agent is responsible for his aircraft.

(h) *Arrangement requirements.* No aircraft shall be parked at or on the airport unless its owner or operator has made arrangements with the airport director or a commercial aeronautical activity.

(i) *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 three-point tie-downs, which can accommodate ropes or chains adequate to hold aircraft immobile in whole gale-force winds (55 to 63 mph).

(j) *Illegal.* Aircraft parked, stored or abandoned contrary to the provisions of this section are illegal and may be removed by order of the airport director at the expense of the aircraft owner or pilot(s) or agents.

**Sec. 30-77. Landing and takeoff regulations.**

(a) *Authority to suspend operations.* The airport director or ATC may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

(b) *Wind conditions.* When wind conditions are less than five miles per hour or such that an indication of wind direction is not given by the wind indicator, it is recommended that landings and takeoffs be made to the south. Landing and takeoff direction shall be determined solely by the air traffic control tower during ATCT operating hours.

(c) *Maximum permitted weight of aircraft; exception.* Unless approved in writing by the airport director, no aircraft weighing in excess of existing design capabilities shall land at McKinney National Airport, with the exception of an emergency landing of a distressed aircraft to save life or property.

(d) *Approaches.*

(1) *When airport traffic control tower closed.* During the hours that the ATCT is closed, FAA procedures for noncontrolled airports apply; position reporting will be on the tower frequency.

(2) *Aeronautical information manual and applicable federal law applies.* All approaches shall be made in accordance with federal law and

guidelines as provided in the aeronautical information manual and other official federal aviation publications with appropriate care and instrumentation as is available.

(e) *Traffic pattern.*

(1) *Nonrunway takeoffs and landings.* Unless approved by ATC, no fixed-wing takeoffs or landings shall be made on taxiways. Takeoffs on taxilanes, access taxiways, aprons or parking ramps are prohibited.

(2) *Pattern altitudes.* The recommended traffic pattern altitude is 1,600 feet MSL for nonturbine and 2,100 feet MSL for turbine aircraft.

(3) *Non-radio-equipped aircraft.* Pilots of non-radio-equipped aircraft must coordinate their traffic intentions with air traffic control prior to operating in the McKinney National Airport class D airspace.

(4) *Nonstandard traffic pattern.* Unless instructed otherwise by ATC, any aircraft landing to the north should maintain a nonstandard flow of traffic, right turns to avoid over flight of densely populated areas west of the airport.

(5) *Special traffic procedures.* The airport director may, in the interest of safety, designate special traffic procedures for certain operations, such as an air show, agricultural operations, banner towing, etc.

(f) *Student pilots.*

(1) Student pilots should be familiar with these rules and regulations.

(2) Students should be knowledgeable of the McKinney National Airport good neighbor and flying friendly initiatives.

**Sec. 30-78. 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 prevent fire.

(b) Aircraft shall not be fueled while the engine is running unless approved by an authorized and permitted fuel service provider.

(c) Aircraft shall not be fueled while in any hangar or other enclosed place.

(d) Smoking or an open flame within 50 feet of the fuel farm, any aircraft or fuel truck is prohibited.

(e) No one shall smoke or ignite a match or lighter in any building, except where specially permitted by the airport director.

(f) Compressed flammable gas or other flammable liquids shall not be kept or stored upon the airport, except at such place as may be designated by the airport director.

(g) No flammable substance shall be used in cleaning motors or other parts of an aircraft inside a hangar or other building, except at such place as may be designated by the airport director.

(h) Fire lanes shall be kept clear at all times.

(i) The floors in all buildings shall be kept clean and free from oil. No volatile, flammable substance shall be used for cleaning the floors.

(j) No grass and weeds shall be permitted more than 12 inches high or as determined by the airport director or his designee.

**Sec. 30-79. Approved aircraft maintenance area.**

Aircraft maintenance of any type shall be conducted inside of a hangar unless certain portions of such maintenance must be conducted in an open outside area, such as an engine run-up or instrument calibration. The exception is maintenance performed on aircraft that are too large for a hangar. In this case only, the airport director may waive this requirement in writing.

**Sec. 30-80. Aircraft owner-performed maintenance.**

(a) Aircraft owners may perform maintenance on their own aircraft in hangars which they own or they lease with the written permission of the hangar lessor.

(b) An aircraft owner's maintenance may be conducted using an aircraft owner's employee, but such maintenance shall be conducted using the aircraft owner's equipment.

**Sec. 30-81. Waste oil stations.**

(a) Waste oil stations are provided solely for the disposal of waste aircraft engine oil and are for the exclusive use of airport tenants.

(b) Waste oil stations shall be used in accordance with the rules posted at each station.

(c) Any person violating this section shall be responsible for all charges incurred during the proper disposal of such illicit waste.

**Sec. 30-82. Security.**

All CAAs shall control their leasehold so as to prevent unauthorized access to the AOA. Controls may include physical barriers, access control devices or procedures acceptable to the airport director. The airport sponsor reserves the right to install, operate and maintain security devices on the CAA's property or leasehold at the cost of the airport sponsor. Such installation will be coordinated in advance with the CAA in writing.

**Sec. 30-83. Restricted areas.**

No person shall enter the AOA except as authorized and necessary for the lawful use of an aircraft, for the conduct of official airport business or for the conduct of an approved commercial aeronautical activity. No person shall enter any area of the airport posted as being closed to the public unless escorted by an access card holder or otherwise approved in writing by the airport director.

**Sec. 30-84. Access card program, codes and devices.**

Persons who have been provided an access code, access card or other device for the purpose of obtaining access to the AOA shall use that access code, access card or device in accordance with all established policies and procedures and shall not divulge, duplicate or otherwise distribute the same to any other person unless otherwise approved in writing by the airport director.

**Sec. 30-85. Fee for airport access card.**

(a) Each person requesting access onto the airport through its security perimeter gates shall apply and be approved by the airport executive director or his designee as a condition to the issuance of an airport access card. A fee shall be charged to each applicant for initial issuance, replacement and bi-annual renewal in an amount as

specified in appendix A of the Code of Ordinances which may be amended from time to time by ordinance.

(b) The application fee shall be made with cash or check made payable to the "City of McKinney, Texas." A fee will be charged for returned checks in an amount specified in appendix A of the Code of Ordinances which may be amended from time to time by ordinance.

**Sec. 30-86. Aircraft storage hangars.**

a. Only aircraft owned or leased by a hangar tenant shall be stored in a hangar owned and leased by the city.

b. Hangars owned and leased by the city shall be used for the storage of aircraft and related equipment only.

c. Hangars owned by the city and leased to store aircraft shall not be used for general storage.

d. Any hangar on land leased from the city shall be used to store at least one aircraft.

e. Aircraft preventive maintenance activities listed in Appendix A(c) of 14 CFR Part 43 may be conducted in any hangar at McKinney National Airport.

**Secs. 30-87 -- 30-112. Reserved.**

**ARTICLE IV. MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES**

**DIVISION 1. GENERALLY**

**Sec. 30-113. Purpose.**

These minimum standards are intended to provide threshold entry requirements for those wishing to perform commercial aeronautical activities, which provide aeronautical products and services to the public, at McKinney National Airport.

**Sec. 30-114. Commercial aeronautical activity and temporary commercial aeronautical activity.**

No person may conduct any commercial aeronautical activity, or offer or provide any goods or services for compensation unless that person is the city or has been approved by procedures outlined in this article to perform as a commercial aeronautical activity or temporary commercial aeronautical activity.

**Secs. 30-115 -- 30-141. Reserved.**

**DIVISION 2. APPLICATION AND APPROVAL PROCESS**

**Sec. 30-142. Application to perform commercial aeronautical activities.**

(a) All entities applying to conduct a commercial aeronautical activity (CAA) or construct facilities and infrastructure on the airport shall complete a standard application, follow the site plan and lease and operating agreement approval process (approval process) also referred to in section 30-144, and receive written approval from the City before commencing operations on the airport.

(b) An applicant for a fixed base operation or any aeronautical development requiring more than five acres of airport property or exceeding \$10,000,000.00 in construction cost shall be subject to due diligence conducted by an outsourced third party.

(c) Applicants subject to due diligence shall reimburse the city for all costs associated with such application or, if due diligence costs are anticipated to exceed \$10,000.00, then the applicant may either continue with the application process or withdraw the application. Payment shall be made by cashier's check or certified funds made payable to "City of McKinney, Texas" and delivered to the office of the airport director before submittal of a site plan to the City's development services division for appropriate action.

(d) Standard applications to perform commercial aeronautical activities on the airport are available in the airport administration office or on the airport website and shall require, at a minimum, the following information:

- (1) Purpose of the application;
- (2) Complete contact information to include all persons involved in the financial and operational aspects of the proposed CAA;
- (3) Corporate headquarters contact information;
- (4) Proposed aeronautical activity/business to be offered;
- (5) Proposed commencement date of business;
- (6) Anticipated number of employees and estimated payroll;
- (7) Size and location of land to be leased from the city or an authorized commercial aeronautical activity;
- (8) Description of buildings and improvements to be constructed or leased;
- (9) Estimate of assessed value of the proposed structure;
- (10) Estimate of value of equipment to be located within the proposed structure, excluding aircraft;
- (11) Number and type of aircraft to be used in the business/activity;
- (12) Current year assessed tax value of aircraft to be based at McKinney National Airport;
- (13) Proposed business hours of operation;
- (14) Types and amounts of insurance coverage to be maintained;
- (15) Copy of business plan to include detailed three-year pro forma;
- (16) Evidence of financial responsibility from a bank or from such other sources that may be readily verified through normal banking channels;
- (17) Evidence of the ability to obtain a bond or irrevocable letter of credit from a commercial bank rated B or better by a nationally recognized rating agency (that guarantees the timely, full, and faithful performance of the applicant's construction obligations) in the amount equal to the cost of the proposed capital improvements;
- (18) Detailed statement of the applicant's past experience in the proposed aviation services (list name of business and dates of operation);
- (19) Provide business references to include the names and contact information for all airports where applicant has leased property or developed facilities and engaged in commercial aeronautical activities; if

none, provide the names and contact information of three business references and three personal references other than immediate family;

(20) A preliminary project site plan and elevation drawing should be attached to each application; and

(21) Attach a nonrefundable cashier's or certified check in the amount as determined from time to time by the city to this application made payable to the "City of McKinney, Texas." Submit the application to the office of the airport director.

**Sec. 30-143. Application to perform temporary commercial aeronautical activity.**

(a) An application to perform as a temporary commercial aeronautical activity on the airport shall be the same as the application to perform commercial aeronautical activities in section 30-142, except that approval shall be granted by the city upon certification of the following minimum due diligence requirements:

(1) Receipt of an original or certified copy of a certificate of insurance from the applicant's insurance provider for coverage applicable to the activities being conducted;

(2) Verification of the validity of local, state and federally required and issued licenses and permits; and

(3) Verification that applicant has acquired appropriate space or facilities on the airport from which to conduct its activity.

(b) This authorization is limited to a maximum of 180 days or until the applicant has been approved as a commercial aeronautical activity by the airport sponsor. A one-time 30-day extension may be applied for by the temporary commercial aeronautical activity and approved by the airport sponsor on a case-by-case basis.

(c) This section does not apply to applicants applying to perform a fixed-base operation or any development requiring more than five acres of airport land or exceeding \$10,000,000.00 in construction cost.

**Sec. 30-144. Site plan and land lease agreement approval process.**

Each applicant shall follow the process established by the city council for site plan and land lease and operating agreement approval, which may change from time to time.

**Sec. 30-145. Permit to perform as a temporary SASO (TSASO).**

Any entity desiring to perform as a temporary SASO at the airport shall submit a written permit application in the form of a letter to the airport director. Included with the application, each applicant shall submit:

(1) The aircraft registration number, a detailed explanation of the services to be performed and an estimate of the time required to perform such services.

(2) Proof of insurance to conduct its business or services in the form of an original certificate of insurance showing the coverage and in the amounts specified for the services provided in the schedule of minimum insurance requirements in section 30-292. The certificate of insurance shall be delivered to the airport director by the insurance provider; and

(3) Current licenses and certificates issued by the Federal Aviation Administration or qualified flight surgeon indicating that the permittee is qualified to provide the proposed aeronautical services. Furthermore:

- a. Valid certificates and licenses shall be kept on file by the airport director;
- b. Permits shall be valid as long as insurance and licenses remain in force or valid; and
- c. Permits may be renewed by the submittal of renewed certificates of insurance, licenses and fees.

(4) Payment of applicable fees, which shall be submitted prior to provision of services.

**Secs. 30-146 -- 30-173. Reserved.**

### **DIVISION 3. CONTRACTS AND CONSTRUCTION REQUIREMENTS**

#### **Sec. 30-174. Written contract.**

Prior to the commencement of operation, a commercial aeronautical activity will be required to enter into a contract with the city that will recite the terms and conditions under which the activity will operate a business on the airport, including, but not limited to, detailed contract terms, conditions, rentals, fees, charges and the rights and obligations of the respective parties. Neither the conditions therein stated nor those set forth in these minimum standards represent a complete recitation of the provisions to be included in the written contract. Such contract provisions, however, will neither change nor modify the minimum standards nor be inconsistent therewith.

#### **Sec. 30-175. Lease terms.**

Leases to commercial aeronautical activities shall be limited to a maximum of 40 years and shall not be less than five years. All terms, conditions and escalators will be outlined in the lease contract and will follow local, state and federal policy.

#### **Sec. 30-176. Exclusive rights.**

The city is empowered by the FAA to ensure that no person may be granted in fact or by written instrument any exclusive right prohibited by 49 U.S.C. § 40103(e). Therefore, the city declares that if the state and/or FAA determine 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.

#### **Sec. 30-177. Responsibilities.**

All commercial aeronautical activities shall abide by and comply with all federal, state, county and city laws and ordinances, including, but not limited to, the minimum standards and Advisory Circulars of the McKinney National Airport and the state and the Federal Aviation Administration as they are changed from time-to-time.

#### **Sec. 30-178. Subleasing.**

(a) No commercial aeronautical activity shall sublease or sublet any premises leased by such activity from the city or assign any such lease without the prior written approval and notification of the city, and any such subletting or assignment shall be subject to all the minimum standards herein set forth.

(b) In the event that the lessee sublets any portion of his lease, in accordance with subpart (a) of this section, the sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the city in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the city as it relates to the enforcement of these standards.

(c) Only approved commercial aeronautical activities may lease or sublease buildings from the city or another approved commercial aeronautical activity.

(d) A commercial aeronautical activity subleasing from another commercial aeronautical activity may use that commercial aeronautical activity's facilities to meet the requirements for office space, customer lounges, restrooms, telephones and paved aircraft apron as set forth in division 6 of this article with such commercial aeronautical activity's written permission, a copy of which shall be provided the airport director.

#### **Sec. 30-179. Accommodations.**

Commercial aeronautical activities shall provide an area or areas sufficient to accommodate the activities being performed. Such areas shall be in compliance with this Code.

#### **Sec. 30-180. Building structure and improvement standards.**

(a) *Improvements prohibited.* No person may construct or allow any improvement unless specifically authorized by the city, state, and FAA.

(b) *Residences prohibited.* No persons will be allowed to construct or establish living quarters nor may they reside in an airport facility except for authorized emergency services personnel who reside in authorized areas on the airport.

(c) *Improvement construction.* All improvements must receive city approval and appropriate construction permits and FAA form 7460-1 prior to construction start.

(d) *Improvement maintenance.* Improvements shall be maintained in a serviceable, neat and orderly condition, wear and tear excepted. The airport director may determine whether improvements require maintenance care.

(e) *Improvement application.* All persons desiring to construct an airport improvement shall complete an application as described in section 30-142.

(f) *Minimum requirements.* 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, has paved floors, conforms to planning and zoning requirements and, as a minimum, meets applicable building, fire and other codes or standards applicable in the city and/or on the airport.

(g) *Construction of new improvements subject to airport master plan and ALP.* For construction of any new improvements, all private entities, commercial aeronautical activities and applicants for the same will be subject to the airport master plan and ALP, unless the city approves and requests an ALP change from the FAA, and the same standards of development as are contained in division 6 of article IV of this chapter.

(h) *City-owned land and improvements.* With the exception of FBOs and the developers of hangars located on plotted pad sites in the West Hangar Area, anyone wishing to lease land from the city for purposes of private development or to conduct a commercial aeronautical activity shall lease a minimum of one (1) acre of land, which shall be developed with approved structures. Ninety percent (90%) of the lease land must be developed to maximize land use and avoid excessive green space or land banking. FBOs shall be required to meet the land lease requirements of section 30-234.

(i) *Approval process.* The approval process by the city of all new airport construction will be conducted using the site plan and land lease and operation agreement approval process as established by the city council, as amended,, which is available in the airport administration office at McKinney National Airport. This process includes actions by the city's development services division where all site and construction plans shall be reviewed in accordance with the city code and policy. City



approval and appropriate development fees will be acquired and paid for prior to construction start.

(j) *Payment and performance bonds required.* All developers of infrastructure of any kind on airport property shall be required to furnish the city payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such developer and the city.

(k) *Authorized activities only.* Commercial aeronautical activities shall not engage in any business or activity on the airport other than that authorized under their particular category or categories. A commercial aeronautical activity desiring to extend its operation by expansion or sublease into more than one category or to discontinue operations in a category shall first make application on an appropriate form in writing to the city for permission to do so, setting forth in detail the reasons and conditions for the request. The city shall then grant or deny the request on such terms and conditions as the city deems to be prudent and proper under the circumstances.

#### **Sec. 30-181. Personnel.**

(a) Commercial aeronautical activities shall have in their employ and on duty during operating hours trained personnel in such numbers as are required to meet the minimum standards and requirements set forth herein, in an efficient manner, for each aeronautical service being performed. Each commercial aeronautical activity shall also provide a responsible person on the premises to supervise the operations in the leased area if required and with authorization to represent and act for and on behalf of the commercial aeronautical activity during all appropriate business hours.

(b) All personnel are required to hold FAA certificates as they are required by federal law.

### **DIVISION 4. FUELING REQUIREMENTS**

#### **Sec. 30-201. Permit required.**

Entities desiring to engage in any kind of fueling operation at McKinney National Airport shall not do so without first applying for and receiving a fueling operations permit from the airport sponsor.

#### **Sec. 30-202. Application; issuance and renewal.**

(a) An applicant for the issuance or renewal of a fueling operations permit shall file with the city on an application form provided for that purpose, which must be signed by the applicant.

(b) When an application has been filed with the city, the city shall make an inspection of such equipment and site for the proposed fueling operations in order to ensure compliance with all applicable fire and safety laws, ordinances or regulations.

(c) The city shall issue or renew a fueling operations permit within thirty (30) days of receipt of an application unless one or more of the following is found to be true:

(1) The applicant has failed to provide required information or has provided false information in his application;

(2) The applicant's proposed fueling operations will violate an applicable law, ordinance or regulation;

(3) The applicant has had a fueling operation permit revoked or suspended within the two years preceding the date of the application; or

- (4) The applicant has failed to meet the minimum requirements of this division.

**Sec. 30-203. Display required.**

A permittee shall display a fueling operations permit issued by the airport sponsor in a conspicuous place on the permittee's airport premises at all times.

**Sec. 30-204. Fueling requirements for FBO only.**

(a) The FBO shall demonstrate that satisfactory arrangements have been made with an aviation petroleum distributor for the delivery and maintenance of adequate inventory of fuel and oil in such quantities as are necessary to meet the demand of the aircraft they plan to service.

(b) Aviation fuel and oil delivered to the FBO by a vendor will be considered by the city to be fuel and oil dispensed by the FBO when calculating the fuel flowage fee.

(c) The FBO shall provide an adequate number of mobile fuel trucks for each type of fuel offered, which shall include, as a minimum, avgas and turbojet fuel, capable of safe and efficient servicing of those general aviation aircraft they plan to service.

(d) The FBO shall own or lease an adequate number of metered filter-equipped, aboveground storage tanks for each type of product provided, to be located in the airport's secondary containment area.

(e) All into-plane delivery of fuels shall be performed on property approved by the airport director.

(f) Into-plane delivery of fuels shall not be performed on any FBO's leased parcel without prior written permission of the lease holder.

**Sec. 30-205. Both FBO and self-fueling operators.**

(a) *Sale of fuel.* Only an approved FBO may sell any type of fuel used by aircraft or ground vehicles.

(b) *Restrictions on self-fueling operators.* A permittee for self-fueling operations shall not dispense aircraft fuel to another airport user. Dispensing aircraft fuel under the authority of this permit is limited to the permittee's exclusive use or aircraft owned or leased by the permittee.

(c) *Fuel flowage fees.* All fueling operators shall pay the city fuel flowage fees. Those fees shall be adjusted from time to time by the city council. The fuel flowage fee shall be calculated and paid monthly based on bulk fuel delivery invoice.

(d) *Fuel farm pad fee.* All fueling operators shall pay the city fuel farm pad fees. Those fees shall be adjusted from time to time by the city council. Payment of fees shall be made to the city on or before the tenth day of each month for the previous month's use without notice or demand. All payments shall be made to the city and sent to the attention of the airport director at the business offices of the McKinney National Airport.

(e) *Facilities and equipment.* The following requirements regarding fueling facilities and equipment are applicable to both FBOs and self-fueling operators:

- (1) Fuel may not be stored in any hangar or aircraft storage facility by any owner or operator;
- (2) No one shall transport fuel onto the airport property except by approved and permitted fuel-transport equipment;

- (3) Fueling of aircraft shall conform to the provisions set forth in this division;
- (4) All fuel storage locations shall be designated by the city and illustrated on the approved airport layout plan;
- (5) A fuel storage tank for each type of fuel stored shall be installed aboveground by a permittee in a central, airport-owned secondary containment area;
- (6) The minimum capacity of each tank shall be 10,000 gallons;
- (7) Notwithstanding subsection (e)(6) of this section a permittee shall be allowed to use mobile dispensing trucks (owned by or leased to such permittee) to transfer fuel from its bulk fuel storage tanks to its owned or leased aircraft;
- (8) For each type of fuel dispensed, a permittee shall have separate, filter-equipped dispensing pumps and meters;
- (9) The permittee shall have at least one fuel dispensing truck for each type of fuel used;
- (10) A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar airport improvements;
- (11) A permittee shall promptly repair any damage caused by the permittee, the permittee's employees, agents, patrons and guests;
- (12) A permittee shall replace any fueling facility improvement in the fuel farm which has been destroyed by fire, explosion, weather conditions or disaster within 60 consecutive calendar days of such destruction unless waived in writing by the airport director; and
- (13) Upon written notice, a permittee shall perform any reasonable facility maintenance that the airport sponsor determines is necessary. If a permittee fails to undertake such maintenance within ten (10) days of receipt of the written notice, the airport sponsor may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the airport sponsor, the permittee shall reimburse the city for the cost of the maintenance performed.

(f) *Records and monthly reports.*

- (1) A permittee shall maintain accurate records of all fuel delivered and dispensed and shall allow the airport sponsor or a designee to inspect its records at any time during normal business hours.
- (2) A permittee shall, each month, submit to the airport sponsor a copy of the original report(s) received from the permittee's supplier showing the amount of fuel delivered.
- (3) A permittee shall, each month, submit to the airport sponsor a report of fuel dispensed.
- (4) An applicant for a permit to conduct self-fueling operations shall submit to the airport sponsor the registration numbers of all aircraft owned or leased to be fueled. Upon the receipt of a permit to dispense fuel, the permittee shall submit to the airport sponsor a report of fuel dispensed by aircraft registration number.

(g) *Audit.* A permittee shall allow its records of fueling operations to be audited at any time during normal business hours either by a representative of airport sponsor or by an independently certified public accountant selected by the airport sponsor.

(h) *Cancellation of permit by permittee.* A permittee may cancel its fueling operations permit upon thirty (30) days' written notice to the airport sponsor.

(i) *Assignment and transfer of permit prohibited.* A fueling operations permit is not assignable or transferable.

(j) *Revocation or suspension of permit.* The airport sponsor may revoke or suspend a fueling operations permit if it is determined that:

(1) The permittee has violated any provision of this division and has not made needed corrections in a timely manner as directed by the airport sponsor;

(2) The permittee has given false or misleading information to the airport sponsor during the application process;

(3) The permittee has intentionally or knowingly impeded a lawful inspection by the airport sponsor or other person authorized to inspect the fueling operations of the permittee; or

(4) The permittee has, within a 12-month period, committed two or more violations of this division and has failed to make needed corrections in a timely manner as directed in writing by the airport sponsor.

(k) *Fueling of aircraft.* All aircraft refueling operations shall be conducted in accordance with the current edition of NFPA 407 Standard for Aircraft Fuel Servicing.

## **DIVISION 5. FIXED-BASE OPERATOR (FBO)**

### **Sec. 30-234. Definition; scope; minimum standards; insurance.**

(a) *Definition.* The term "fixed-base operator (FBO)" means a commercial aeronautical activity that provides retail services and products to the general public.

(b) *Scope.* The FBO shall be required to perform the following activities and services:

(1) The retail sale of aviation fuels;

(2) Customer line service;

(3) Aircraft airframe and engine repairs and maintenance; and

(4) At least two of the following commercial aeronautical activities:

a. Flight instruction/aircraft rental;

b. Aircraft sales;

c. Aircraft charter operations;

d. Avionics, instrument or propeller repair;

e. Aircraft storage; or

f. Other commercial aeronautical activities, which are construed by the airport sponsor as complementary and/or supportive of airport/aviation activities.

(c) *Minimum standards.*

(1) *Land lease and improvements.*

a. The initial minimum land to be leased shall be five acres of which improvements shall comprise at least ninety percent (90%) of the area leased.

b. The FBO shall be required to lease a minimum of one (1) acre and improve ninety percent (90%) of such lease for any expansion or subsequent improvements that are not contiguous (separated by other leaseholds, taxilanes, taxiways and vehicle roads that are part of the public domain) to its leasehold on city property.

c. For expansions that are contiguous to existing leasehold and located on city property, the FBO shall be restricted to lease and develop the amount of land that can be justified for use for its operation and shall not leave more than ten percent (10%) of the total land leased as undeveloped.

d. Principal buildings planned for occupancy by an FBO shall be at least two percent (2%) of the area leased in which adequate space will be allocated and utilized for crew/passenger lounge facilities, public restrooms, at least one (1) computer with internet access to include a wireless connection for use by customers, a public-use telephone and administration offices, which shall be heated and air conditioned.

e. The FBO shall provide a minimum of twenty (20) standard tie-downs to accommodate itinerant and based aircraft or lease from the city adequate paved tie-down facilities and provide equipment, including ropes, chains, wheel chocks and other types of restraining devices to adequately secure aircraft.

f. The FBO shall provide one hangar with a minimum of 10,000 square feet of hangar floor space within which aircraft maintenance and associated services may be performed. Suitable inside and outside storage space for aircraft will be provided.

g. The FBO shall provide and maintain a proper wash rack facility for use by the general public.

(2) *Fueling operation required.*

a. The FBO shall:

1. Abide by the fueling requirements in division 4 of this article;

2. Lease from the city a pad site in the airport-owned and operated secondary containment area; and

3. Provide for secondary containment for aircraft fueling vehicles, if required by law.

b. Fueling and into-plane delivery of aviation fuels shall be provided by the FBO seven days a week and as a minimum during ATCT hours of operation. The airport director must approve deviations from the hours of operation in writing.

(3) *Line services required.*

a. The FBO may provide aircraft-to-lounge ground transportation for transient passengers and pilots.

b. The FBO shall provide adequate towing equipment to safely and efficiently move aircraft as necessary.

c. The FBO shall respond to aircraft accidents and provide aircraft recovery services at the request of the airport director.

(4) *Aircraft airframe and engine repair required.*

a. The FBO shall provide proper and approved equipment for most common aircraft repairs.

b. The FBO shall provide at least one FAA-certificated repairman whose sole responsibility is aircraft repair and who shall be on duty for a minimum of eight hours a day, five days a week.

c. The FBO shall be continuously on call to remove or cause to be removed disabled aircraft from the runway and its imaginary surfaces or from such movement areas as determined by the airport director or his designee.

d. The FBO shall comply with FAR part 43.

e. The FBO may outsource maintenance and repair services it does not provide.

(5) *Electives; commercial aeronautical activities.* The FBO may provide or outsource any two of the following required activities or services. When outsourcing such services, the FBO shall remain responsible for the quality and provision of such services or products rendered.

a. *Aircraft storage.* The FBO shall maintain hangar space to accommodate itinerant and based aircraft.

b. *Flight instruction/aircraft rental.*

1. The FBO shall maintain an adequate number of aircraft for flight instruction and rental.

2. The FBO shall provide sufficient flight and ground instructors who have been properly certificated by the FAA to provide the type of training offered.

3. The FBO shall maintain its premises open for flight training to meet the public demand for this category of service.

4. The FBO shall provide at a minimum the office, classroom, and briefing room space required by 14 C.F.R. part 141 (with adequate training aids) to support flight-training activity.

c. *Aircraft sales.*

1. The FBO shall provide a suitable office for conducting sales and recordkeeping in connection therewith.

2. The FBO shall have adequate certificated and airworthy aircraft of which at least one can be used for demonstration purposes.

3. The FBO shall maintain current, up-to-date specifications, price lists, checklists and operations manuals for all types of model aircraft sold or rented.

d. *Air taxi and charter.*

1. The FBO shall provide a counter area for the proper check-in of passengers and baggage adjacent to its lounge facilities.
2. The FBO shall provide proper security screening in accordance with federal, state and local regulations and guidelines.
3. The FBO shall maintain a minimum of one aircraft properly certificated with sufficient and properly qualified pilot personnel to support its charter operations.

e. *Avionics, instrument or propeller repair.*

1. The FBO shall provide a minimum of one person properly certificated to perform the repair and whose sole responsibility is avionics, instrument or propeller repair.
2. The FBO shall maintain adequate tools, equipment and devices necessary to provide the maintenance services offered.
3. The FBO shall maintain an adequate supply of spare parts and accessories necessary to provide the services offered.

f. *Notification of other commercial aeronautical activities.* The FBO shall notify the airport director within 48 hours of providing any CAA not listed in this section.

(6) *Miscellaneous requirements.*

- a. The FBO shall have the right to sublease to noncommercial operators a portion of the improvements on the leased premises for the purpose of aircraft storage.
- b. The FBO shall receive the prior written approval of the city for all other sublease agreements.
- c. The FBO may outsource the aforementioned services through sublease or contractual arrangements with the city and city-approved commercial aeronautical activities; however, this does not relieve the FBO from ensuring conformance with the standards contained herein either through any other commercial aeronautical activity or as an integral portion of the FBO operation.

(d) *Insurance.* The FBO's insurance provider shall provide certificates of insurance providing the coverage and amounts specified in the schedule of minimum insurance requirements in section 30-292.

## **DIVISION 6. SPECIALIZED AVIATION SERVICES OPERATION (SASO)**

### **Sec. 30-262. Airframe and power plant repair SASO.**

(a) *Generally.* A maintenance facility is a SASO certified to operate under FAR part 43 and providing one or a combination of airframe and power plant repair services. This category of service will also include the sale of aircraft parts and accessories.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The SASO shall lease from the city an area of land on which will be erected a hangar (or sublease facilities from another commercial aeronautical activity) to:

- a. Provide sufficient floor space to service customer aircraft within the confines of the hangar;
- b. Provide accommodations for a business office and shop;
- c. Provide a customer lounge that shall be properly furnished, heated, air conditioned and lighted, with restrooms for customer use. The customer lounge shall have direct airside access and direct landside access to adequate customer parking; and
- d. Provide for a paved tie-down area with paved access to airport taxiways, to park customer aircraft that are awaiting maintenance or customer pick-up sufficient in number to support the demand of their business.

(2) *Scope of service.* The SASO shall:

- a. Provide at least one FAA-certificated repairman whose sole responsibility is aircraft repair and who shall be on duty for a minimum of eight hours a day, five days a week;
- b. Comply with FAR part 43; and
- c. Have an employee in the office at all times during posted business hours.

(c) *Insurance coverage.* The SASO's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

### **Sec. 30-263. Avionics, instrument accessory and/or propeller repair SASO.**

(a) *General.* An avionics, instrument and/or propeller repair SASO is engaged in the business of and providing services for the repair of aircraft radios and electrical systems, instruments, propellers and accessories for aircraft. This category includes the sale of aircraft parts and accessories of the type aircraft and components repaired.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The SASO shall lease from the city an area of land on which shall be erected a hangar (or sublease facilities from another commercial aeronautical activity) to:

- a. Provide sufficient floor space to service customer aircraft within the confines of the hangar;
- b. Provide accommodations for a business office and shop;
- c. Provide a customer lounge that shall be properly furnished, heated, air conditioned and lighted with restrooms for customer use and shall have direct airside access and direct landside access to adequate customer parking; and
- d. Provide for a paved tie-down area with paved access to airport taxiways, to park customer aircraft that are awaiting maintenance or customer pick-up sufficient in number to support the demand of their business.



(2) *Scope of service.* The SASO shall:

- a. Provide at least one FAA-certificated repairman whose sole responsibility is aircraft repair and who shall be on duty for a minimum of eight hours a day, five days a week;
- b. Comply with FAR part 43; and
- c. Have an employee in the office at all times during posted business hours.

(c) *Insurance coverage.* The SASO's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

**Sec. 30-264. Charter and air taxi SASO.**

(a) *Generally.* An aircraft charter and air taxi SASO is engaged in the business of providing air transportation under FAR part 135 for persons or property to the general public for hire, either on a commercial charter basis or as an air taxi.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The SASO shall lease from the city an area of land on which will be erected a hangar or building (or sublease a facility from another commercial aeronautical activity) to:

- a. Provide a business office and a customer lounge which shall be properly furnished, heated, air conditioned and lighted, with restrooms for customer use. The customer lounge shall be appropriately sized for passenger security screening and have direct airside access for passenger enplaning and direct landside access to customer parking; and
- b. Provide for hangar space or a paved tie-down area with paved access to taxiways sufficient in number to accommodate its aircraft.

(2) *Scope of service.* The SASO shall have and provide evidence of a FAR part 135 and/or FAR part 121 certificate, whichever is applicable.

(c) *Insurance coverage.* The SASO's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

**Sec. 30-265. Aircraft rental SASO.**

(a) *Generally.* An aircraft rental SASO is an entity engaged in the rental of aircraft to the public.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The SASO shall lease from the city an area of land on which will be erected a hangar or building (or sublease a facility from another commercial aeronautical activity) to:

- a. Provide for a business office and a customer lounge which shall be properly furnished, heated, air conditioned and lighted, with restrooms for customer use. The customer lounge shall have direct airside access for customer use and direct landside access to customer parking;

- b. Provide for a paved tie-down area with paved access to airport taxiways in numbers to support the demands of its business; and
- c. Provide or lease hangar space or provide or lease a paved tie-down area with paved access to taxiways sufficient in number to accommodate its rental aircraft.

(2) *Scope of service.* The SASO shall:

- a. Have available for rental an adequate number of aircraft, all certificated and airworthy;
- b. Have its premises open during posted business hours; and
- c. Provide an employee to be in attendance in the facility office at all times during the posted business hours.

(c) *Insurance coverage.* The SASO's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

### **Sec. 30-266. Aircraft sales SASO.**

(a) *Generally.* An aircraft sales SASO is engaged in the sale of new or used aircraft through franchises or a licensed dealership or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise and provides such repair, services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by it.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The SASO shall lease from the city an area of land on which will be erected a hangar, maintenance hangar or a building (or sublease a facility from another commercial aeronautical activity) to:

- a. Provide a business office and a customer lounge that shall be properly furnished, heated, air conditioned and lighted, with restrooms for customer use. The customer lounge shall have direct airside access for customer use and direct landside access to customer parking; and
- b. Provide for hangar space or paved tie-down area with paved access to taxiways sufficient in number to accommodate its rental aircraft.

(2) *Scope of service.* The SASO shall:

- a. Provide or have available on call sufficient aircraft of each model offered for sale for the purpose of demonstration;
- b. Employ or have available on call a sufficient number of pilots, who shall be current in all models to be demonstrated;
- c. Provide necessary and satisfactory arrangements for repair and service of its sold aircraft but only for the duration of the guarantee or warranty period;
- d. Have its premises open and services available to meet public demand for this category of service during posted business hours; and

e. Have an employee in the business office at all times during the posted business hours.

(c) *Insurance coverage.* The SASO's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

**Sec. 30-267. Flight training SASO.**

(a) *Generally.*

(1) A flight training SASO is an entity engaged in instructing pilots in fixed or rotary wing aircraft, and provides such related ground school instruction as is necessary.

(2) This activity may also provide aircraft rental service.

(3) A person holding a current FAA flight instructor's certificate who gives occasional flight instruction (does not proactively make available flight instruction to an aircraft owner in the aircraft owner's aircraft) shall not be deemed a CAA or required to meet CAA minimum standards.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The SASO shall lease from the city an area of land on which will be erected a hangar or building (or sublease a facility from another commercial aeronautical activity) to:

a. Provide for a business office and a customer lounge that shall be properly furnished, heated, air conditioned and lighted with restrooms for customer use. The customer lounge shall include a student debriefing area and classroom and have direct airside access for customer use and direct landside access to customer parking;

b. Provide for a paved tie-down area with paved access to airport taxiways in numbers to support the demands of its business; and

c. Provide or lease hangar space or provide or lease a paved tie-down area with paved access to taxiways sufficient in number to accommodate its training aircraft.

(2) *Scope of service.* The SASO:

a. Shall have available for use in flight training, either owned or under written lease to the lessee, certificated and currently airworthy aircraft;

b. Shall have in its employ sufficient flight and ground instructors;

c. Shall have its premises open and services available to meet the public demand for this category of service during posted business hours;

d. Shall have an employee in the business office at all times during the posted business hours; and

e. May engage in the maintenance of only those aircraft either owned or under written lease within an approved maintenance hangar.

(c) *Insurance coverage.* The activity's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

**Sec. 30-268. Multiple commercial aeronautical activities SASO.**

(a) *Generally.* An activity in this classification offers a combination of commercial aeronautical activities as defined in this division. As a condition of the right to engage in any combination of activities, the minimum standards relevant to all of them must be met.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The minimum standard for each commercial activity proposed will be reviewed to ensure that the combined group space and improvements required for the proposed activities adequately serve the needs of the airport and its patrons.

(2) *Scope of service.*

a. The activity shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each commercial aeronautical activity for which the lessee is responsible.

b. The activity shall adhere to the hours of operation required for each commercial aeronautical activity for which the lessee is responsible.

c. The activity shall have in its employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the minimum standards for each commercial aeronautical activity the lessee is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet personnel requirements for each commercial aeronautical activity being performed.

d. The activity shall comply with the minimum requirements for each commercial aeronautical activity to be performed except as hereinafter provided.

e. Multiple uses may be made of all aircraft except aircraft used for crop dusting, aerial application or other commercial use of chemicals.

f. Except when performing combinations of activities for which the aircraft are not required, the activity shall have available and based at the airport, either owned by or under written lease to the lessee, sufficient certificated and airworthy aircraft. These aircraft shall be equipped and capable of flight to meet the minimum standards as hereinbefore provided for each aeronautical activity to be operated.

g. The activity shall have and provide evidence of all government issued certificates required for its various activities.

(c) *Insurance coverage.* The activity's insurance provider shall provide certificates of current insurance coverage in an amount equal to the highest individual insurance requirement stipulated in the schedule of minimum insurance requirements in section 30-292 for the commercial aeronautical services being performed.

**Sec. 30-269. Aircraft hangar operator SASO.**

(a) *Generally.* This SASO is engaged in the ownership or lease of aircraft hangars providing aircraft storage for its tenants, which may be another commercial aeronautical activity.

(b) *Minimum standards.*

(1) *Ground space and improvements.*

a. With the exception of sites in the West Hangar Area, the SASO shall lease from the city a minimum of one (1) acre of land, which will be developed with approved hangars.

b. Ninety percent (90%) of the leased land must be developed.

c. The SASO shall provide or lease a paved access area to accommodate aircraft movement from its facilities to the taxiways/taxilanes.

(2) *Scope of service.* The SASO:

a. Shall have its premises open and services available to meet the demand for its services.

b. Shall provide a contact for customer service.

(3) *Subleasing.*

a. The SASO may sublet hangar space to noncommercial activities specifically for aircraft storage only without the approval of the city; however, aircraft registration numbers of each such aircraft shall be reported to the airport director within 48 hours. Any such subletting shall be subject to all minimum standards herein set forth.

b. The SASO may sublet hangar space to other commercial aeronautical activities only after the prospective tenant has satisfied the requirements of the minimum standards.

(c) *Insurance coverage.* The SASO's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

**DIVISION 7. SPECIALIZED COMMERCIAL SERVICES OPERATORS**

**Sec. 30-287. General.**

The following specialized commercial service operators are entities that operate on such limited terms as not to be considered commercial aeronautical activities.

**Sec. 30-288. Limited specialized commercial aeronautical services.**

(a) *Generally.* A specialized commercial aeronautical service is engaged in aircraft support service or in air transportation for hire for the purpose of providing the use of aircraft for the aeronautical activities listed below:

(1) Nonstop sightseeing flights;

(2) Aerial photography or survey;

(3) Aerial firefighting;

- (4) Utilities patrol;
- (5) Aerial applicators (see special requirements below); and
- (6) Other miscellaneous activities directly related to aircraft support or transportation service.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The service shall lease or sublease, as the case dictates, space and facilities adequate for its operations from the city or an approved commercial aeronautical activity.

(2) *Scope of service.*

a. When required by the nature of its operation, the service shall provide and have based on its leasehold, either owned or under written lease to the lessee, an adequate number of aircraft which will be airworthy and meeting all FAA requirements and applicable regulations of the state with respect to the type of activity to be performed.

b. The service shall provide by means of an office, telephone, computer, or point of contact for the public desiring to utilize the lessee's services.

c. The service shall have and provide evidence of all proper FAA certificates required by the activity.

(3) *Special requirements of aerial applicators.*

a. No person may use the airport for loading, unloading, or air frame/hopper/tank washdown, other than engine repair, of any aircraft used to apply any insecticide, fungicide, rodenticide or herbicide, without first obtaining prior written permission from the airport sponsor.

b. The airport sponsor shall not grant such permission unless the applicant follows procedures for and obtains authorization to operate as a mobile aeronautical service provider.

c. The applicant agrees to and (if not provided by the airport sponsor or a commercial aeronautical activity) actually does provide, at his own expense a paved work area with adequate provisions to collect all debris, liquids and other materials from such aircraft and deposit the same in a container and dispose of the same in a manner approved by the federal and state air and water quality control agencies.

(c) *Insurance coverage.* The activity's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

**Sec. 30-289. Temporary specialized aeronautical service operator (TSASO).**

(a) *Generally.* The airport sponsor recognizes that aircraft operators using the airport may require specialized assistance with the care and maintenance of their aircraft from time to time. The airport sponsor may allow an aircraft owner or operator to solicit and utilize the services of a permitted TSASO to provide said services.

(b) *Minimum standards.*

(1) *Ground and space improvements.* TSASOs shall conduct their activity in the aircraft owner's owned hangar or a leased hangar with the written permission of the lessor.

(2) *Scope of service.* TSASO shall operate for hire on the airport only when permitted by the airport sponsor through the application using the requirements outlined in section 30-145.

**Sec. 30-290. Flying clubs.**

(a) *Generally.*

(1) In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of flying club is established.

(2) Flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of this section and, when in compliance with this section, shall be exempt from commercial aeronautical activity requirements of this chapter.

(3) Flying clubs that do not comply with the requirements contained in this section shall be considered commercial aeronautical activities and shall meet the applicable requirements of a SASO as defined in division 6 of this article.

(b) *Minimum standards.*

(1) The flying club shall be organized for the express purpose of providing its members with an aircraft for its members' personal use and enjoyment only. Operation of a flying club shall be not-for-profit. Proof of such operation may be by virtue of the flying club's organization as an Internal Revenue Service (IRS) recognized not-for-profit entity, or through submittal to the airport director of the flying club's latest IRS tax return.

(2) Ownership of the flying club's aircraft must be vested in the name of the flying club or a parent organization or owned ratably by all of the flying club's members or may be leased by the flying club for the exclusive use of the flying club's members.

(3) The flying club shall not offer or conduct services to the public such as aircraft maintenance, charter, air taxi, or rental of aircraft operations, excluding introductory flights.

(4) The flying club shall not conduct aircraft flight instruction except for regular flying club members, and only members of the flying club may operate the aircraft.

(5) Flight instruction may be given by appropriately certificated flight instructors in flying club aircraft to flying club members only. Flight instructors shall be active registered members of the flying club in which the instruction is being given.

(6) A certificated mechanic who is an active registered member of the flying club shall not be restricted from doing maintenance work on aircraft owned or operated by the flying club, provided such maintenance is performed in an approved facility.

(7) The flying club and its members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than

a member of such flying club at the airport except that said flying club may sell or exchange its capital equipment.

(8) The flying club shall furnish the airport director with a copy of its charter and bylaws, articles of association, partnership agreement or other documentation supporting its existence, and the flying club's roster, or list of its members, including names of its officers and directors, to be revised on a semi-annual basis.

(c) *Insurance coverage.* The flying club's insurance provider shall provide certificates of insurance providing the coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

### **Sec. 30-291. Educational Service Entities (ESE).**

(a) *Generally.*

(1) An educational service entity (ESE) is an entity engaged in instructing aeronautical subjects to registered students as a course curriculum of an accredited educational institution.

(2) Students are instructed by faculty or contracted educators.

(b) *Minimum standards.*

(1) *Ground space and improvements.* The ESE shall lease from the city an area of land on which will be erected a hangar or building (or sublease a facility from another commercial aeronautical activity) to:

a. Provide for a business office and class rooms that shall be properly furnished, heated, air conditioned and lighted with restrooms for student use. The facility shall include a student debriefing area and classroom and have direct airside access for student use and direct landside access to student and faculty parking;

b. Provide for a paved tie-down area with paved access to airport taxiways in numbers to support the demands of ESE activities; and

c. Provide or lease hangar space or provide or lease a paved tie-down area with paved access to taxiways sufficient in number to accommodate ESE training aircraft.

(2) *Scope of service.* The ESE:

a. Shall have available for use in flight training, either owned or under written lease to the lessee, certificated and currently airworthy aircraft;

b. Shall provide sufficient flight, ground and classroom instructors;

c. Shall have its premises open and services available to meet student needs for this category of service during posted business hours;

d. Shall have an employee in the business office at all times during the posted business hours or scheduled classes; and

e. May engage in the maintenance of only those aircraft either owned or under written lease within an approved maintenance hangar.



(c) *Insurance coverage.* The ESE's insurance provider shall provide certificates of insurance providing coverage and in the amounts specified in the schedule of minimum insurance requirements in section 30-292.

**Sec. 30-292. Schedule of minimum insurance requirements; type and limits required.**

The schedule of minimum insurance requirements pursuant to this chapter shall be as follows:

Type of operation		Amount of coverage (Combined single limit)
(1)	<i>Fixed base operator.</i>	
	a. Commercial general aviation liability policy including, but not limited to, premises liability, products and completed operations liability, personal injury, hangar keeper's liability, on airport auto liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operators	\$5,000,000.00
	b. Hangar keeper's liability	\$1,000,000.00
	c. Workers' compensation	Statutory
	d. Employers' liability	\$1,000,000.00
(2)	<i>Airframe and power plant repair; avionics, instrument or propeller repair.</i>	
	a. Aviation general liability insurance including premises liability, products and completed operations liability, personal injury, hangar keeper's liability, on airport auto liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operations	\$1,000,000.00
	b. Hangar keeper's liability	\$1,000,000.00
	c. Workers' compensation	Statutory
	d. Employers' liability	\$1,000,000.00

(3)	<i>Air taxis and charter.</i>	
	a. Hull all risks and hull war risks and allied perils coverage: Aircraft third party, property damage, passenger, baggage, cargo and mail and aviation general liability insurance including, but not limited to, premises liability, products and completed operations liability, personal injury, hangar keeper's liability, on airport auto liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operators operating similar aircraft, engaged in similar business, and similarly situated operations	\$1,000,000.00
	b. Workers' compensation	Statutory
	c. Employers' liability	\$1,000,000.00
(4)	<i>Aircraft rental; flight training; flying club; educational service entity.</i>	
	a. Hull all risks and hull war risks and allied perils coverage: Aircraft third party, property damage, passenger, baggage, cargo and mail and aviation general liability insurance including, but not limited to, premises liability, products and completed operations liability, personal injury, hangar keeper's liability, on airport auto liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operations	\$1,000,000.00
	b. Student and renter's liability	\$100,000.00
	c. Workers' compensation	Statutory
	d. Employers' liability	\$1,000,000.00
(5)	<i>Specialized aviation services operation (SASO).</i>	
	a. Hull all risks and hull war risks and allied perils coverage: Aircraft third party, property damage, passenger, baggage, cargo and mail (if aircraft used in operations) and aviation general liability insurance including, but not limited to, premises liability, products and completed operations liability, personal injury, hangar keeper's liability, on airport auto	\$1,000,000.00

		liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operations	
	b.	Workers' compensation	Statutory
	c.	Employers' liability	\$1,000,000.00
(6)	<i>Clubs.</i>		
		Aviation general liability insurance including, but not limited to, premises liability, products and completed operations liability, personal injury, on airport auto liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operations	\$1,000,000.00
(7)	<i>Hangar operation.</i>		
		Aviation general liability insurance including, but not limited to, premises liability, products and completed operations liability, personal injury, hangar keeper's liability, on airport auto liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operations	\$1,000,000.00
(8)	<i>Special instructions.</i>		
	a.	Any operator self-fueling shall have a minimum general liability policy with the coverage outlined in the McKinney National Airport rules and regulations	\$2,000,000.00
	b.	Any operator using service vehicles on airport premises in support of its operations shall maintain the following additional coverage: Motor vehicle liability	\$1,000,000.00
	c.	See section 30-293 for a listing of required special insurance provisions.	

**Sec. 30-293. Insurance certificate requirements; types and limits required.**

Insurance certificates providing the coverage and provisions indicated below shall be provided by commercial aeronautical activities (operators) to the city with the coverage set forth in this section. Note: Submittal of insurance certificates shall be reviewed and approved by the city's risk manager.

(1) *Hull all risks and aircraft hull war risk and allied perils insurance.*

- a. The operator shall carry hull all risks of loss or damage while flying and on the ground with respect to aircraft operating on McKinney National Airport;
- b. Hull war risk and allied perils, being such risks excluded from the all risks hull insurance policy to the fullest extent available from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operators operating similar aircraft, engaged in similar business, and similarly situated operations;
- c. The all risk hull insurance policy and war risk insurance policy shall in addition include the following endorsements or extensions of coverage:

1. In the event of any material change, restriction or reduction in coverage or in the event of cancellation of the insurance, written notice of such change, restriction or reduction in coverage or cancellation of said insurance shall be mailed to the airport manager for the city at the following address:

McKinney National Airport  
222 N. Tennessee Street  
McKinney, Texas, 75069  
Attn: Airport Director  
Facsimile: (972) 542-6686  
Telephone: (972) 562-4214

Such notice shall state when, not less than thirty (30) days (seven (7) days or such notice as is available in respect of war clauses) after receipt of said written notice; such change, restriction, reduction in coverage or cancellation shall be effective.

2. The operator's insurers agree to waive all rights of subrogation against the city, its officials, agents, volunteers, representatives, and employees.

(2) *Liability insurance.*

- a. Aircraft third party, property damage, passenger, baggage, cargo and mail and aviation general liability insurance including, premises liability, products and completed operations liability, personal injury, hangar keeper's liability, on airport auto liability, contractor's liability, and contractual liability (but in respect of products and completed operations and personal injury liability, this limit may be in the aggregate limit for any and all losses occurring during the currency of the policy). War risk and allied perils coverage is to be maintained from leading commercial insurance markets that is of the type and covering the same risks as usually carried by similarly situated operators operating similar aircraft, engaged in similar business, and similarly situated operations;

- b. The liability policies shall include the following endorsement or extensions of coverage:

1. The city, its officials, agents, volunteers, representatives, and employees shall be named as additional insureds under operator's

aviation liability policy to the extent of the indemnity agreements of article 10 of the airport lease and operating agreement which policy shall be in limits of not less than the minimum amount required under section 30-292.

2. The above policy shall be endorsed so as to provide that the inclusion of more than one person, partnership, corporation, organization, firm or entity as named insured under this policy shall not in any way affect the rights of any such person, partnership, corporation, organization, firm or entity either in respect to any claim, demand, suit or judgment made or brought by or in favor of any other insured or by or in favor of any employee of such other insured. It is the intent of this policy to protect each person, partnership, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment in the same manner as though a separate policy had been issued to each; however, nothing contained herein shall operate to increase the insurer's limit of liability as set forth in this policy.

3. The insurance afforded by this policy shall not be invalidated as respects the city, its officials, agents, volunteers, representatives, and employees by any act of operator or any inaction of operator or by operator's failure to take any required action with respect to such insurance.

4. The above policy shall be primary and not contributory nor excess with respect to any other insurance that may be available for the protection of the city, its officials, agents, volunteers, representatives, and employees.

5. In the event of any material change, restriction or reduction in coverage or in the event of cancellation of the insurance, written notice of such change, restriction or reduction in coverage or cancellation of said insurance shall be mailed to the city at the following address:

McKinney National Airport  
222 N. Tennessee Street  
McKinney, Texas, 75069  
Attn: Airport Director  
Facsimile: (972) 542-6686  
Telephone: (972) 562-4214

Such notice shall state when, not less than thirty (30) days (seven (7) days or such notice as is available in respect of war clauses) after receipt of said written notice, such change, restriction, reduction in coverage or cancellation shall be effective.

6. The operator's insurers agree that the city, its officials, agents, volunteers, representatives, and employees shall not be liable for any insurance premiums of operator arising out of or resulting from this agreement.

7. Any premium due to the insurer as a result of the insurance affected by this endorsement shall be the responsibility of operator and not the responsibility of the city, its officials, agents, volunteers, representatives, and employees.

(3) *Workers' compensation and employers' liability.*

a. Operator shall maintain workers' compensation and employers' liability insurance.

1. *Workers' compensation.* Coverage shall be at statutory limits as required by the law of the state.

2. *Employers' liability.* The commercial umbrella and/or employers' liability limits shall not be less than \$1,000,000.00 each accident for bodily injury by accident or \$1,000,000.00 each employee for bodily injury by disease.

b. The workers' compensation and employers' liability insurance shall contain a waiver of subrogation in favor of the city, its officials, agents, volunteers, representatives, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability or obtained by the operator pursuant to contract.

## **Division 8. OFF-AIRPORT ACCESS**

### **Sec. 30- 300. Access to airport by off-airport user; lien established.**

(a) Access to the airport is only granted to off-airport users subject to the terms and conditions of:

(1) This chapter,

(2) The access permit granted to each off-airport user, and

(3) An access agreement executed between the city and the off-airport user, as provided in section 30-304 of this chapter (the access right). The access right shall be for the purpose of allowing the off-airport user to conduct aeronautical activities and aircraft operation on the access area of the off-airport user's off-airport property, so that the off-airport user will have access to airport taxilanes, taxiways, runways, and other airport property. The access right granted under this chapter is revocable and shall be subject to the terms and conditions of an access permit issued and access agreement executed pursuant to this chapter.

(b) Any unauthorized access to the airport property either by foot, vehicle or aircraft is expressly prohibited. The executive director is charged with the responsibility to safeguard the airport by constructing and maintaining at all times a fence or other form of barrier sufficient to restrict unauthorized pedestrian, vehicle or aircraft access to and from the airport property. If access to the airport from an off-airport property is not authorized by the city for any reason (including, without limitation, for breach by an off-airport user of an access permit and/or access agreement) and the city constructs or places a fence or other barrier to prevent access to the airport from an off-airport property, the off-airport user shall, as a condition precedent to regaining access to the airport, reimburse the city for all costs incurred by the city in constructing or placing and in removing the fence or other barrier.

(c) Any access permit is issued in the city's sole discretion. Any access permit is subject to the initial and ongoing approval and consent by the FAA and by TxDOT Aviation, and is subject to the terms, conditions and requirements of any existing or future grant agreement(s) or grant assurance(s) at or in connection with the airport, and may be revoked, terminated or canceled immediately if any such access permit(s) is in violation of any such grant agreement(s) or grant assurance(s) or any FAA or TxDOT Aviation policy, rule, permit, standard, or regulation, or any local, state or federal law, policy, rule, permit, standard, or regulation, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded.

(d) The city, by and through the executive director, may issue an access permit in the form approved by the executive director, provided that such form shall comply with the terms of this chapter but may include additional terms and conditions as approved by the city,, or the executive director, in the city council's discretion.

(e) An off-airport user shall comply at all times with and abide by all environmental laws, rules, regulations, standards, and policies of any governmental authority, whether federal, state or local, and including, without limitation, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the city, and shall file any and all reports and provide any such information as may be required by any such governmental authority in connection therewith.

(f) An off-airport user shall annually submit, on a date set by the executive director, a property security plan which conforms with the airport rules and regulations and the city's minimum standards for commercial aeronautical activities, in form and content acceptable to, and annually inspected by, the executive director.

(g) An off-airport user shall register and affirm the appropriate contact information of the off-airport user as required by the executive director. The off-airport user shall also register with the executive director all aircraft stored or based at the off-airport property by providing the executive director each aircraft's registration number ("N" number), make, model, and the aircraft owner's name and contact information.

(h) Access gates used to provide access to the airport from the off-airport property shall be approved by the executive director, and shall use city-approved components that are compatible with other city airport access security systems. Access gates placed by an off-airport user which restrict access from the off-airport property to the airport shall include a sign stating no-trespassing, emergency contact information, the building address for city emergency personnel, and such other information as the city may require. The form and content of such sign shall be subject to the approval of the city.

(i) (1) *Lien.* The city shall have a continuing lien against each off-airport property to secure payment of any delinquent annual off-airport access fee (or portion thereof), as well as interest thereon, late fees, and costs of collection, including, without limitation, court costs and attorneys' fees. Although no further action is required to create or perfect the lien, the city may, as further evidence and notice of the lien, execute and record a document setting forth, as to any off-airport property, the amount of delinquent sums due the city at the time such document is executed and the fact that a lien exists in order to secure the payment thereof. The failure of the city to execute and record any such document, however, shall not, to any extent, affect the validity, enforceability, perfection or priority of the lien.

(2) *Enforcement of lien.* The lien may be enforced by judicial or non-judicial foreclosure. Each owner of an off-airport property, by accepting an access permit, grants to the city, whether or not it is so expressed in the access permit, a private power of non-judicial sale to be exercised in accordance with Chapter 51, Texas Property Code, as amended. The city may appoint, from time to time, any person including an officer, agent, trustee, substitute trustee or attorney, to exercise the city's lien rights on behalf of the city, including the power of sale.

(3) *Subordination of lien.* The lien provided for herein is subordinate to the lien of any recorded mortgage or deed of trust against an off-airport property but superior to all other liens.

(4) *Effect of conveyance.* An owner that conveys title to an off-airport property shall not be liable for any delinquent annual off-airport access fee that is attributable to the period after the conveyance of the off-airport property. A conveyance of title to an off-airport property, however, shall not affect the lien or relieve the owner that conveys the off-airport property from personal liability for any delinquent annual off-airport access fee attributable to the period prior to the date of the conveyance of the off-airport property. The owner of the off-airport property shall provide to the city written notice of the conveyance of the off-airport property prior to the date of conveyance.

(5) *Effect of foreclosure.* The foreclosure of a mortgage, trustee's sale of a deed of trust or a deed in lieu thereof will extinguish the lien described herein as to annual off-airport access fee payments attributable to the period prior to the

foreclosure, trustee's sale or deed in lieu thereof; such foreclosure shall also cause the immediate termination of the access permit. A foreclosure of a mortgage, trustee's sale of a deed of trust or a deed in lieu thereof, however, will not relieve such off-airport property or subsequent owner thereof from liability for any annual off-airport access fee payment attributable to the period after the foreclosure, trustee's sale or deed in lieu thereof. The foreclosure of a mortgage deed of trust or a deed in lieu thereof shall not release the owner whose off-airport property is being foreclosed, sold at a trustee's sale or conveyed pursuant to a deed in lieu from the owner's obligation to pay annual off-airport access fees attributable to the period prior to the date of such foreclosure, trustee's sale or deed in lieu thereof.

(6) *Cumulative remedies.* This subsection is cumulative of any other remedies, methods of collection or security available to the city under this chapter, the city charter, or any other ordinances, laws, rules, regulations, standards, or permits of the city, the state, or the United States. This subsection does not affect the city's authority to refuse to furnish access to the airport, to terminate an access permit, or to take any other action, when any delinquent annual off-airport access fees exist.

### **Sec. 30-301. Security.**

(a) The executive director shall always require all pedestrian, vehicular and aviation access between the off-airport property and the airport to be controlled at all times using automated controlled-access devices, gate operators, closers with automatic locks or other such reliable devices, or any other means of affirmative control acceptable to the executive director, that serves to continually safeguard the airport from unauthorized access from the off-airport property, and are compatible with city airport access security systems. The executive director, or any other authority responsible for operation and safety of the airport, shall have the right to inspect the off-airport property from time to time for conformance with this chapter and/or the access permit and/or access agreement.

(b) The city, the executive director, or any other authority responsible for operation and safety of the airport is authorized by this chapter to take appropriate action to ensure the airport is safeguarded at all times, including the temporary override of gates, closers and locks of damaged or otherwise found to be inoperable gates and/or doors, or the placement of blockades or other types of barriers or fencing material as needed. Such safeguards, when taken, shall be clearly posted and shall not be removed except as authorized by the city,, or the executive director, in the city council's discretion.

(c) All safety and operational rules and regulations established by the FAA, Department of Homeland Security, or TxDOT Aviation, by any city ordinance, rule, regulation, policy, standard, or permit, or by any other regulatory authority with jurisdiction over the airport, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded, shall be applicable to each off-airport property.

### **Sec. 30-302. Access taxiways and taxilanes.**

(a) An off-airport user may, with the executive director's approval and with any approval as may be required of the FAA, TxDOT Aviation, or any other regulatory authority having jurisdiction over the airport and subject to any and all laws, ordinances, rules, codes, regulations, policies, and standards of the city, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded, construct, at the sole cost and expense of the off-airport user, an access taxiway and/or taxilane to connect the off-airport property to a nearby taxiway and/or taxilane located within the airport area. The number, exact location and design specification of an access taxiway and/or taxilane requested or constructed by an off-airport user shall be subject to the prior review and approval of the executive director and any other regulatory authority having jurisdiction over the airport if so required, taking into consideration, among other things, operational safety and efficiency considerations and compatibility with the airport layout plan. Plans and specifications for access taxiways



and taxilanes shall be approved by the executive director prior to construction, and access taxiways and taxilanes shall be designed and constructed to meet or exceed the requirements of the projected use for said access taxiways and taxilanes. An off-airport user may be required by the city to plat an access taxiway and taxilane within the off-airport property in accordance with law.

(b) Once constructed, inspected and accepted by the city, that portion of the access taxiway and/or taxilane that lies within the airport shall become the sole property of the city and shall immediately become a part of the airport area unless, at the sole discretion of the executive director, public use and access is restricted for safety or operational reasons. Upon acceptance by the city, that portion of the access taxiway and/or taxilane that lies within the airport shall thereafter be policed, maintained and repaired by the city at the city's sole cost and expense, save and except any abnormal wear and tear or abuse of the access taxiway and taxilane on the airport evidenced by one or more off-airport access users who may, under said circumstances, be assessed by the city for all or a reasonable portion of the city's actual cost of repair(s).

(c) It shall be the responsibility of the off-airport user to maintain, repair or replace any portion of the access taxiway and taxilane situated within the legal boundary of the off-airport property including but not limited to the taxiway and taxilane surface and subsurface, storm drainage, directional signs, lighting or other navigational aids, fencing, gates/doors and locking devices. If, in the opinion of the executive director, the portion of the access taxiway and/or taxilane situated on the off-airport property is unsafe or presents an operational or safety hazard to the airport or any user of the airport, the executive director may, in his discretion:

(1) take whatever reasonable action he deems necessary to immediately remedy the unsafe condition, and any and all costs thereof shall be reimbursed to the city by the off-airport user; or

(2) after giving written notice to the off-airport user of not less than fifteen (15) days, the executive director may suspend off-airport access from the off-airport property until the unsafe condition is corrected to the satisfaction of the executive director.

The off-airport user may appeal the executive director's decision pursuant to the appeal provisions in this article.

### **Sec. 30-303. Prohibited uses.**

(a) The sale of fuel for aviation or other purposes and activities in connection therewith on, from or in connection with the use of an off-airport property is strictly prohibited. No person, including, without limitation, an off-airport user, any person or entity related thereto, and any tenant, subtenant, or licensee thereof, shall be permitted or allowed to self-fuel except as permitted by this chapter.

(b) The use of an off-airport property is subject to applicable zoning regulations and all other applicable laws, ordinances, codes, rules, regulations, and standards of the city and any other governmental entity having jurisdiction over the off-airport property, including, but not limited to, the provisions of this chapter.

(c) A fixed-base operator ("FBO") will be operated only on the airport in accordance with this chapter. No business offering to the general public FBO services will operate on an off-airport property. Notwithstanding the foregoing, an off-airport user is not precluded from conducting aviation-related uses on an off-airport property which:

(1) Support the off-airport user's own aircraft (e.g., storage, corporate flight department, and maintenance); or

(2) Are associated with an off-airport user's aviation-related business of manufacturing, distribution or performing major repairs and modifications

on aircraft or aircraft parts and components, provided such uses comply with this article.

(d) The following uses and activities shall not be performed on an off-airport property:

(1) Commercial aeronautical activity;

(2) Residential development;

(3) Residential airpark development; and

(4) Any other use or activity that is not approved by the FAA, the State, or the city.

#### **Sec. 30-304. Access permit.**

(a) *Application.* An off-airport user who desires access to the airport from an off-airport property shall make application (the "application") to the executive director. In connection with the application, an applicant shall provide to the executive director all such information regarding the off-airport property as may be required by the executive director including, without limitation:

(1) A legal description of the off-airport property and access area and the total area of the off-airport property and access area calculated in square feet;

(2) A description of the desired or intended use of the access area;

(3) A description of the business services to be offered and details of any FAA certifications under which the applicant will be operating;

(4) A schedule of all aircraft to be stored or based at the off-airport property by providing the executive director each aircraft's registration number ("N" number), make, model, and the aircraft owner's name and contact information, or any other information required by the executive director from time to time;

(5) The names of all affiliates and other individuals to be authorized under the access permit;

(6) Evidence of financial responsibility as required under the access permit;

(7) A security plan in form and content acceptable to the executive director; and

(8) A deposit of ten percent (10%) of the first year's access fee, which will be applied to the first year's access fee if the access permit is issued to the off-airport user, and which will be refunded to the applicant if the access permit is denied.

(b) *Access agreement required.* An off-airport user who desires access to the airport from off-airport property shall also execute with the city, as a part of the application, an access agreement on a form that is acceptable to the city, and such access agreement is expressly subject to and, if necessary, conditioned upon approval by:

(1) The FAA;

(2) TxDOT Aviation; and

(3) The city council.

(c) *Application review and approval.* The executive director shall review each application and access agreement for off-airport access for its sufficiency under this article. If the application is complete (as determined by the executive director) and is consistent with this article, the executive director shall either approve or disapprove the application.

(d) *Conditions for issuing; issuance.* If the application for an access permit is complete and if the applicant has provided all information or materials as may be required for an access permit, including an access agreement, and if the applicant is current on any and all city taxes, fees, charges, assessments, or fines and in compliance with all laws, ordinances, codes, rules, policies, and regulations of the city, then the executive director may issue and execute an access permit on behalf of the city. If the application is denied, the applicant may appeal to the city council pursuant to the provisions of this division.

(e) *Contents of access permit; periodic recertification; amendment.* The access permit and access agreement shall identify the use and/or intended use of the off-airport property, specify the size of the off-airport property and the access fee to be paid in connection with any off-airport access, and shall contain such other terms, conditions, and requirements as the executive director may deem appropriate including, without limitation, insurance and indemnity requirements, that no assignment or other transfer occur without the city's prior written consent, default terms, provisions regarding termination and remedies therefore, standards regarding environmental matters, standards regarding authorized uses, standards and requirements regarding city special events, late charges and interest, and compliance with the terms and conditions of this article. An access permit may not be sold, assigned, sublet, pledged, conveyed, or otherwise transferred without the prior written consent of the city. The executive director may request an off-airport user to recertify the off-airport user's access permit information regarding authorized users, registered aircraft, contact information, updated emergency and security plan, size of off-airport property, permitted use or other terms and conditions of this article, and the off-airport user shall comply with the executive director's request.

(f) *Revocation; access prevented; reinstatement.*

(1) The executive director may revoke, cancel or terminate the access permit and access from an off-airport property of any off-airport user:

a. Who fails to pay the access fee, or fails to comply with any provision of the access permit, access agreement, this article, and any applicable laws, rules, codes, standards, regulations, policies, or permits; or

b. Who fails to pay prior to delinquency the lawfully assessed and levied city ad valorem taxes on the applicable off-airport property; or

c. Under the terms set forth in the access permit and the access agreement.

(2) If access from an off-airport property to the airport is revoked, canceled, or terminated, the city shall secure the airport by erecting a fence or other barrier to prevent access to the airport from the off-airport property. If a fence or other barrier is erected, the affected off-airport owner shall, prior to and as a condition of reinstatement of access from the off-airport property to the airport, reimburse the city for all costs (including, without limitation, attorney's fees) incurred by or on behalf of the city to collect any amounts due for access, to erect and/or remove a fence or other barrier, and other applicable costs.

(3) Any revoked, canceled, or terminated access permit and access to the airport from an off-airport property may be reinstated only after the executive director has determined that sufficient extenuating circumstances exist to merit consideration for reinstatement, and upon payment of any outstanding fees or costs plus interest as may be required, the correction of any non-compliance, and/or the payment of any city ad valorem taxes plus all penalties and interest, as applicable. Access to the airport shall be reinstated within seventy-two (72) hours following the executive director's determination of reinstatement.

(g) *Term.* Subject to the provisions, terms and conditions of this article, of the access permit and of the access agreement, an access permit shall be issued for a term of five (5) years (the "initial term"). At the end of the initial term, an access permit shall be considered for renewal for an additional period of five (5) years, and shall be considered for successive five (5) year renewals (the "renewal terms"). All initial and renewal terms shall not exceed forty (40) years in the aggregate. Thereafter, an access permit may be renewed in accordance with then applicable laws, ordinances, rules, standards and regulations.

(h) *Renewals/extensions of access permit.* A renewal and/or extension of an access permit may be considered (but not necessarily authorized or granted, which shall be in the city's sole discretion) by the city as long as:

(1) The city will still own and control the airport during the modified term;

(2) The continuation of the off-airport access is, in the city's sole discretion, desirable for the city or the airport;

(3) The renewal or extension is consistent with the city's and/or airport's purposes, objectives, security, safety and environmental requirements. As a condition of granting the access permit under this article, and the granting of any renewal or extension thereof, it is expressly understood and agreed by the off-airport user that the city shall have the right and authority to inspect the off-airport property for compliance with all applicable requirements;

(4) No more than one (1) year remains under the prevailing term and such renewal or extension does not exceed any duration of term authorized by law;

(5) The renewal or extension is in compliance and accordance with the terms, conditions, and standards set forth in this article. All renewals and/or extensions shall be subject to the same conditions provided herein for issuance of an access permit, as the same may be amended or modified in whole or in part from time to time.

(i) *Prohibition against unpermitted access; penalty.* It shall be unlawful for any person to access the airport property from an off-airport property unless such person holds a valid access permit or is accessing the airport or the off-airport property for a purpose which is authorized by the access permit for the said off-airport property. A violation of this provision or any other provision of this article constitutes a misdemeanor punishable by fine or state or federal law, and/or may result in revocation, cancellation or termination of the access permit.

### **Sec. 30-305 Fee calculation; time of payment; penalty for late payment.**

(a) *Determination of airport area maintenance rate.* As of the effective date of the ordinance initially adopting this section, and on or before October 1 of every second year thereafter (e.g., 2012, 2014, etc.), the executive director shall determine the airport area maintenance rate.

(b) *Adjusted airport area maintenance rate.* In order to, among other things, promote the economic development and use of the airport and the development of aeronautical properties adjacent to the airport and for other proper and beneficial purposes, in the discretion of the city, the then applicable airport area maintenance rate may be adjusted in an amount determined appropriate by the city (the "adjusted airport area maintenance rate"), by taking into account an annualized portion of the city's five-year airport CIP reserve. The adjusted airport area maintenance rate shall become effective on January 1 of the year next following such determination, and shall be used in comparison with the adjusted airport area land lease rate, to establish the access fee for any new, renewed or extended access permit issued while the adjusted airport area maintenance rate is in effect.

(c) *Access fee.* For each off-airport property, the access fee shall be calculated as follows:

Adjusted airport area maintenance rate or adjusted airport area land lease rate (whichever is greater) X (times) Off-airport property (gross land area in square feet) = Access fee

Example:

1.	Airport Area Annual Expenses	\$ _____
2.	Five-Year Airport CIP Reserve	(\$ _____)
3.	Annual Airport CIP Reserve (line 2 divided by 5)	\$ _____
4.	<i>Adjusted Airport Expenses</i> (line 1 plus line 3)	\$ _____
5.	Square Footage of all Airport Facilities and Total Off-Airport Properties	_____ Sq. Ft.
6.	Airport Area Annual Maintenance Rate (line 4 divided by line 5)	\$ ____/Sq. Ft.
7.	Airport Annual Land Lease Rate	\$ ____/Sq. Ft.
8.	Airport Annual Land Lease Rate Adjustment Factor	_____ %
9.	Adjusted Airport Land Lease Rate (line 7 multiplied by line 8)	\$ ____/Sq. Ft.
10.	Gross Square Footage of Specific Off-Airport Property	_____ square feet
11.	Access Fee for Off-Airport Property (Paid Annually, Subject to CPI Adjustment) (applying line 6 or line 9, whichever is greater, to line 10)	_____ square feet x \$ ____ = \$ _____

(d) *Payment.* The access fee shall be due and payable not later than the time of issuance of an access permit; airport access shall not be permitted prior to the issuance of the access permit and until the access fee is paid. Thereafter, the access fee shall be paid annually in advance of the anniversary date of the off-airport user's permit, or on such terms as may be mutually agreed to in writing between the city and the off-airport user.

(e) *Modification of size of off-airport property.* If the off-airport property is modified, or if the total square footage of an off-airport property is modified, including any platting or re-platting as may be required, the off-airport user owning the off-airport property shall promptly report in writing such modification to the executive director. Upon such notice, the access permit shall be amended to reflect the modified land area

and applicable access fee, and a pro-rata adjustment to the access fee shall be made, as appropriate. The off-airport user shall provide a new survey/plan of the off-airport property and otherwise comply with the provisions of this chapter.

(f) *Modification of off-airport use.* If an access permit is issued for an off-airport property and the stated aviation use is subsequently changed, the off-airport user owning the off-airport property shall report such change in use in writing to the executive director, and the executive director shall investigate the report and if the executive director concludes that such use has in fact changed in a manner that modifies the size of the off-airport property, the access permit shall be amended to reflect the change in square footage and any modification of the access fee, if any, and a pro-rata adjustment to the access fee shall be made as appropriate. The off-airport user shall provide a new survey/plan of the off-airport property and otherwise comply with the provisions of this chapter.

(g) *Adjustment to access fee.* Commencing on January 1 of the fifth year next following the year of the effective date of an access permit and every five (5) years thereafter (hereinafter referred to as the "adjustment date"), the access fee shall be adjusted as set forth in this subsection. The access fee shall be determined by recalculating the fee in accordance with the provisions of this article.

### **Sec. 30-306 Appeals.**

(a) *Procedure.* Appeals may be taken from the executive director's decision under this division to and before the city council by the applicant or by the off-airport access user ("appellant"). The appellant must file with the city council and the executive director a notice of appeal specifying the grounds for the appeal. The appeal must be filed within a reasonable time as determined by the rules of the city council. On receiving the notice, the executive director shall immediately transmit to the city council all the papers constituting the record of the action that is appealed.

(b) *Stay of proceedings.* An appeal stays all proceedings in furtherance of the action that is appealed unless the executive director certifies in writing to the city council facts supporting his opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the city council or a court of record on application, after notice, if due cause is shown.

(c) *Notice of hearing on appeal.* The city council shall fix a reasonable time for the hearing of the appeal or other matters referred to it, shall give notice of the hearing to the executive director, and shall provide notice of such hearing to the appellant, and to all other persons deemed by the city council to be affected thereby.

(d) *Decision by city council.* The city council shall decide the appeal within a reasonable time. At the hearing, any party may appear in person or by agent or attorney. The city council may reverse or affirm wholly or in part or may modify the order, requirements, decision, or determination of the executive director as in its opinion ought to be made in the circumstances."

Section 3. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of McKinney, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

Section 4. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 5. This Ordinance shall become effective immediately upon its passage and publication as provided by law, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THE 17<sup>th</sup> DAY OF JUNE, 2014.**

CITY OF MCKINNEY, TEXAS

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BRIAN LOUGHMILLER  
Mayor

CORRECTLY ENROLLED:

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SANDY HART, TRMC, MMC  
City Secretary  
DENISE VICE  
Assistant City Secretary

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

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MARK S. HOUSER  
City Attorney