

STATE OF TEXAS

COUNTY OF BELL

LEASE AGREEMENT

This lease agreement ("Lease") is made and entered into by and between the City of Killeen, a municipal corporation of Bell County, Texas, hereinafter referred to as "Airport"; and Texas State Technical College, an institution of higher education and an agency of the State of Texas, hereinafter referred to as "Tenant" or "TSTC."

ARTICLE I

Description of Leased Premises

The Airport, in consideration of the rents and covenants herein to be performed by the Tenant, does hereby lease and let unto Tenant the following described property, hereinafter referred to as "Leased Premises", located on Skylark Field at 1503 Stonetree Drive, Killeen, Texas, 76543: A 6,400 sq. ft. hangar complete with internal office space, break room and related work areas as shown on Exhibit "A" attached hereto and incorporated herein.

ARTICLE II

Description of Concession Granted

1. The Airport grants Tenant the right to engage in the following activities:
 - a. Flight school operations including classroom lectures, flight training, simulator training, and academic instruction as part of a college aviation training program.
 - b. Maintenance of owned or leased aircraft, including major and minor maintenance.
 - c. Air transportation support services for Texas State Technical College staff in support of the business of the college and for which no payments are received.
 - d. Any other functions related to the forgoing activities which do not involve any commercial service ventures that are not part of a college aviation academic training program or the administrative support of college staff business travel.
2. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right for any aeronautical activities that is forbidden by Section 308 (A) of the Federal Aviation Act of 1958, as amended.

ARTICLE III
Obligations of the Airport

1. The Airport shall maintain and repair the non-leased portion of the areas surrounding the Leased Premises depicted on Exhibit "A."
2. The Airport shall provide adequate access to the Leased Premises so long as Airport, Transportation Security Administration, and pertinent Federal Aviation Regulation security practices are not violated.
3. Parking will be provided for Tenant's employees and customers in a designated parking lot or lots adjacent to or nearby the Leased Premises as depicted on Exhibit "A." Tenant understands and agrees that such parking is provided for the direct support of the activities authorized in Article II, Par. 1. herein and will not be utilized for the long term storages of vehicles or other items owned by employees or customers of the Tenant.
4. If the Leased Premises are destroyed or damaged by any means which are not fully the fault of the Tenant, to the extent that the Tenant will be unable to conduct any substantial portion/s of the business contemplated by this Lease, either party may cancel this Lease in writing and the Tenant will stand charged only with the rent specified in ARTICLE VI up to the time of such damage or destruction.
5. The Airport shall furnish keys, at no initial cost to Tenant, to the Tenant's designated Manager who shall be responsible for safekeeping of such keys. Lost key replacement will be charged to Tenant in accordance with the Rents and Fees Schedule depicted on Exhibit "B".
6. The Airport shall maintain and keep in repair the landing area of the airport. The Airport retains the right to reasonably direct and reasonably control all activities of the Tenant in this regard. The Airport shall make all reasonable efforts not to hinder the Tenant's efforts in the performance of Tenant's business functions or services.
7. After reasonable notice to Tenant (when practical), the Airport reserves the right to temporarily close the airport or any other facilities thereon for maintenance, improvements, or for the safety of the public. The Airport will abate rent for affected tenant areas for periods in which closure for these reasons prevents the tenant from operating its facilities, if reasonable temporary facilities and/or arrangements cannot be made by the airport.
8. The Airport will provide, at no additional charge to the Tenant, the use of up to three (3) helicopter parking spots near the building specified in Article I for storage of aircraft owned, operated, or otherwise controlled by the Tenant (see Exhibit "A"). The exact location will be made by mutual agreement of the Airport's Executive Director of Aviation or his/her designated representative and Tenant's designated local manager prior to the effective date of this lease

agreement. It is acknowledged and understood that it may be required for the Airport to change these locations from time to time during the term of this Lease to accommodate pavement maintenance, construction, or other airport operational requirements.

9. The Airport will provide, at no additional charge to the Tenant, airside space not to exceed 300 square feet, adjacent to the building specified in Article I, for storage of ground support equipment necessary for the safe and efficient operation of a flight training operation. Such storage must be maintained in a neat and orderly manner, so as not to detract from the appearance of the airport. The exact location of this space will be mutually agreed to between the Airport's Executive Director of Aviation or his/her designated representative and the Tenant. The location of such space may change from time to time during the term of this Lease.
10. Except as indicated in Article IV, Par. 1 and 12, the Airport is responsible for the maintenance and repair of the exterior of the Leased Premises, the steel frame structure of the building, and all plumbing located underground or under the floor of the building.

ARTICLE IV **Obligations of the Tenant**

1. Tenant accepts the building identified in Article I of this Lease in "as is" condition, and assumes all responsibility and expense of maintaining the interior of the building in a safe, neat, attractive, and good physical condition. Tenant is responsible for the maintenance of exterior signage and any other item the Executive Director of Aviation may have authorized the Tenant to install on the exterior of the building. Tenant will promptly repair all damages at the Tenant's expense. Any damage caused by the Tenant's failure to repair the building or notify Airport in a timely manner is the sole responsibility of the Tenant. Appropriate representatives of the Airport and the Tenant will perform and document a joint facility inventory and condition inspection before Tenant occupies the Leased Premises. A record of this inspection will be maintained by both parties for the duration of the Tenant's occupancy of the facility.
2. Tenant agrees it will not assign this Lease or sublet the Leased Premises or any part thereof, without the prior written consent of the Killeen City Manager. It is further agreed consent will not be unreasonably withheld.
3. Tenant agrees to keep the Leased Premises clean and shall provide its own janitorial services and will be responsible for the removal of any exposed litter or unsafe materials which may accumulate in or about the building or properties.
4. Tenant shall be responsible for disposal of its own trash accumulations at its own expense.

5. Tenant agrees it shall not engage in any business or activity within the confines of Skylark Field other than those expressly authorized by this agreement. This provision does not prohibit or restrict Tenant from applying for and obtaining a separate business authorization agreement from the Airport.
6. Tenant shall operate the Leased Premises without cost to the Airport, and will maintain all equipment, appliances and furnishings therein.
7. Tenant agrees its employees, while performing the duties associated with the concession granted in ARTICLE II, will be neatly groomed and attired and conduct themselves in a courteous, professional, and businesslike manner.
8. Tenant and its staff shall conduct activities on the Leased Premises in accordance with all applicable laws and regulations.
9. Upon vacating, Tenant shall leave the Leased Premises in as good condition and substantially as they were before removal, ordinary wear and tear excepted. Tenant shall make no structural changes, additions or improvements to the Leased Premises without prior written consent of the Executive Director of Aviation, and appropriate building permits obtained from the City of Killeen Building and Developments Services Department.
10. Tenant shall, no later than ten (10) days after the beginning of the term of this Lease, provide the Airport with a report listing all aircraft operated by the tenant by aircraft model and FAA registration number that are based at Skylark Field. Tenant shall provide subsequent reports updating this information within thirty (30) days of any change of based aircraft.
11. Tenant shall be responsible for procuring its own utility services and shall be responsible for all utility charges.
12. Tenant shall be responsible for sewer clean outs that are not the result of a damaged sewer line.
13. Tenant shall be responsible for the regular servicing, to include clean out as necessary, of the oil/water separator connected to the leased premises.
14. Tenant agrees it will not store any equipment or supplies on the ramp area or any other area outside of the Leased Premises (to include the designated additional storage as specified in Article III, Section 9). Properly escorted vehicles and equipment may access the ramp area when necessary for maintenance support or passenger or cargo transfer to and from aircraft or the Leased Premises.
15. Tenant must, under a separate agreement with the Airport, rent an appropriate number of additional aircraft tie-down spaces for any aircraft owned, leased, operated, maintained, or otherwise consigned to the Tenant, that are not being stored within the leased premises, or the three helicopter parking spaces that are provided as part of this lease agreement as specified in Article III, Section 8.

16. Normal business hours and appropriate phone numbers to contact the Tenant when no employees are physically present in the leased premises must be prominently displayed at the building entrance.
17. Any signage to be installed on the exterior of the leased hangar must be approved by the Executive Director of Aviation before installation, such approval not to be unreasonably withheld.
18. Tenant alone is responsible for any loss or damage to, or damage caused by, Tenant-owned or operated property stored on the grounds of the Airport and agrees, to the extent allowed by the laws and the Constitution of the State of Texas, to indemnify and hold Airport and all of its officers, agents, servants, and employees harmless to the extent allowed by law from any loss, damage, liability or expense, including costs of court, expert witnesses' and consultants' fees, on account of damage to or loss of property and injuries, including death, to all persons, defend Airport in any suits or other proceedings brought against Airport and its officers, agents, servants and employees, or any of them on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection herewithin.

ARTICLE V
Terms of Agreement

1. The Airport hereby grants unto the said Tenant, for a period of three (3) years beginning July 1, 2015 and ending June 30, 2018, the right to operate a college flight school, as previously described, at Skylark Field.
2. Any holding over by the Tenant on the expiration of the initial or any successive term of this Lease shall not constitute a renewal thereof but shall constitute only a tenancy on a month-to-month basis. Any such holding over may be allowed by the Executive Director of Aviation, if such holding over is in the best interest of the Airport and if the Tenant is otherwise in good standing with the Airport. The Tenant must request holding over in writing at least sixty (60) days prior to the expiration of the initial or any successive term of this Lease, as applicable, and must have received written authorization to hold over from the Executive Director of Aviation, prior to the expiration of the initial or any successive term of this Lease, as applicable. All other terms of this Lease shall continue to be binding upon the Tenant in holdover status.
3. As consideration for this Lease, Tenant promises to pay to the Airport, at the Office of the Executive Director of Aviation in Killeen, Bell County, Texas, the sum/s prescribed in ARTICLE VI, said sum/s payable without demand in monthly installments on or before the first day of each month and every month during the term of this Lease, beginning on the first day of the month following tenant's possession of the property. Alternatively, as long as the Airport continues to maintain an administrative office at Skylark Field, all payments may be made at either office by the dates prescribed above.

4. If Tenant is not in default of the terms hereunder, the initial term of the Lease Agreement shall automatically extend for two (2) successive one (1) year terms under the terms and fees established by this Lease Agreement, unless Tenant gives City notice of its option not to extend at least sixty (60) days prior to the expiration of the initial term or corresponding successive term, as applicable. Upon the expiration of five (5) years and provided Tenant is not in default of the terms hereunder, Tenant shall have the right to request approval by the City Council of the City of Killeen of a subsequent lease agreement under the then applicable terms and fees.

ARTICLE VI
Rentals, Fees, and Accounting Records

1. Beginning, July 1, 2015, Tenant shall pay to the Airport, \$3,100.00 per month for the Leased Premises in accordance with the fee schedule described in Exhibit "B" each and every month for the first twelve months the initial term of this Lease. Beginning on the 1st anniversary of the term and each anniversary thereafter, the base monthly rental amount will increase by an amount equal to the percentage of change in the Consumer Price Index (CPI) for All Urban Consumers as published by the United States Department of Labor, Bureau of Labor Statistics (Non Seasonally Adjusted, All Items, Base Period 1982-84 = 100) for the most recently published twelve month period. The reference month for this purpose is January 2015 with an index number of 233.707. (Example: If the CPI index number for January 2016 is 237.806, beginning July 1, 2016, the basic rent will be adjusted from the initial \$3,100.00 per month to \$3,154.25 per month. $(237.806 - 233.707 = 4.099 \div 233.707 = .0175 \times \$3,100.00 = \$54.25 + \$3,100.00 = \$3,154.25)$). If the CPI calculation for any twelve month period results in a decrease, the rental rate will remain the same for the next twelve months and the subsequent year's calculation will include a twenty four month period. In the event that the Federal Government ends the calculation and publication of the Consumer Price Index, a replacement federally recognized index for the purpose of tracking inflation will be used. Sundry charges of the previous month will be in accordance with the fee schedule described in Exhibit "B". Sundry charges are subject to change on an annual basis. Airport will provide a revised Rents and Fees Schedule to Tenant at least thirty (30) days before the effective date of any changes to sundry charges.
2. Deleted.
3. If Tenant defaults in the payment of rent, fees, or any part thereof, and such default shall continue for thirty (30) days after written notice by the Airport to the Tenant to pay, the Airport shall, subject to Texas Government Code, §2009, have the right to re-enter the Leased Premises to remove the Tenant and all persons holding over it and to terminate this Lease and repossess the Leased Premises. Such repossession shall not constitute a waiver by the Airport for any other rights it may have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents.

4. If the Tenant holds over beyond the term of this Lease on a month-to-month basis, all basic rents, as listed in Exhibit "B", as modified by paragraph 1 above in respect to subsequent terms, if applicable, will increase by 15%. Beginning with the fourth month in a hold over status, basic rents will increase by 20%. Beginning with the seventh month in a hold over status, basic rents will increase by 25%. Sundry charges will be at the current rates in effect for that month.
5. Deleted.

ARTICLE VII
Rights of Inspection

The Airport reserves the right to inspect the Leased Premises, equipment, and services at any reasonable time for the purpose of assuring compliance with this Lease, public safety or welfare, or the Airport's general rights and duties as lessor.

ARTICLE VIII
Non-Discrimination Covenants

1. The Tenant for itself, its personal and legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that:
 - a. No persons on the grounds of race, color, religion, sex, age, disability, or national origin shall be unlawfully excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and the privileges provided herein.
 - b. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, disability, or national origin shall be unlawfully excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c. That the Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Department of Transportation, Subtitle A, Office of the Secretary, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
2. Tenant assures that if applicable by the provisions of the regulation, it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, disability, or sex be unlawfully excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be unlawfully excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. The Tenant assures that if applicable by the provisions

of the regulation, it will require that its covered sub organizations provide assurances to the Airport that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required, by 14 CFR Part 152, Subpart E, to the same effect.

3. In the event of breach of any of the preceding nondiscrimination covenants, the Airport shall have the right to pursue dispute resolution pursuant to Chapter 2009 of the Texas Government Code.

ARTICLE IX
Indemnification and Insurance

1. Tenant shall provide, pay for, and maintain in full force at all times during the term of the agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company or its equivalent in the types and amounts as listed below.

TYPE	MINIMUM LIMITS
Workers Compensation	Statutory
Premises Liability	
Bodily Injury	\$ 300,000 per occurrence \$1,000,000 aggregate
Property Damage	\$ 300,000 per occurrence \$1,000,000 aggregate
Aviation Liability	
Bodily Injury	\$ 100,000 per passenger \$ 300,000 per occurrence
Single limit of liability	\$1,000,000

To the extent of the risks, liabilities and indemnities assumed by Tenant under this Lease, The "City of Killeen" (a) shall be included as additional insured; (b) shall be furnished with Certificate of Insurance coverage in the above minimum amounts with this signed Lease and at any time during the lease period that the Tenant may change or extend coverage; and (c) Tenant's insurers shall waive all rights of subrogation in respect to the City on the General Liability and Workers Compensation policies. Current period proof of coverage for all other types of insurance must be on file with the Airport at all times.

2. The Airport and the Tenant shall be liable for their own acts of negligence, and, to the extent allowed by the laws and the Constitution of the State of Texas, each agrees to indemnify the other for any losses, damages, costs or expenses, paid or sustained by reason of the sole negligence of the indemnifying party.
3. The Tenant shall, to the extent allowed by the laws and the Constitution of the State of Texas, hold the Executive Director of Aviation and all other Department of Aviation personnel, and the officers, elected officials and employees of the City

of Killeen harmless from and against all suits, claims, demands, damages, actions, and/or causes of action of any kind or nature in any way arising out of, or resulting from its negligence during its tenancy and activities. Similarly, Airport shall hold Tenant harmless from and against all suits, claims, demands, damages, actions, and/or causes of action of any kind or nature in any way arising out of Airport's negligence related to the Airport's activities under this Lease, and shall pay all expenses in defending any such claims against the Tenant.

4. The Tenant shall, to the extent allowed by the laws and the Constitution of the State of Texas, be solely liable and responsible for civil penalties imposed upon the Airport as a result of the Tenant's negligent acts and/or violations of Federal, State, or Local Regulations or laws by the Tenant, especially when the Airport has made good faith efforts to establish rules and procedures for compliance with such regulations. Similarly, the Airport shall be solely liable and responsible for civil penalties imposed upon the Tenant as a result of negligent acts and/or violations of Federal, State or Local Regulations or laws by Airport which do not result from any violation of said regulations by the Tenant.
5. Special Environmental Compliance:

- a. Definitions. The term "Environmental Laws" means any one or all the following as the same are amended from time to time: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C., Section 9601, et seq.; (ii) the Toxic Substance Control Act, 15 U.S.C., Section 2601, et seq.; (iii) the Safe Drinking Water Act, 42 U.S.C., Section 300h, et seq.; (iv) the Clean Water Act, 33 U.S.C., Section 1251, et seq.; (v) the Clean Air Act, 42 U.S.C., Section 7401, et seq.; and (vi) the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted in connection with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land.

The term "Hazardous Material" includes: (i) those substances included within the definitions of hazardous substance, hazardous material, toxic substance, or solid waste in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801, et seq. And the regulations promulgated thereto: (ii) these substances listed in the United States Department of Transportation Table (49 C.F.R., Section 172.101 and amendments thereto) or by the Environmental Agency as hazardous substances (40 C.F.R., part 302, and amendments thereto; and, (iii) all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any local, state or federal environmental law.

The term "release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching,

disposing, or dumping.

b. Compliance.

- (1) Tenant shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Leased Premises, or transported to and from the Leased Premises, by Tenant, its agents, employees, contractors or invitees that enters the Leased Premises in violation of any Environmental Laws.
- (2) Tenant shall, to the extent allowed by the laws and the Constitution of the State of Texas, indemnify, defend and hold harmless Airport, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and investigation fees or costs (collectively, "Liability"), arising from or related to any claim or action for injury, liability, breach of warranty of representation, or damage to persons or property and any and all claims or actions brought by any person, entity or government body alleging or arising on connection with contamination of, or rule, regulation, judgment or order of any government or judicial entity, to the extent incurred or assessed as a result of any activity or operation on or discharge by, through or under Tenant from the Leased Premises during the term of this lease agreement. Notwithstanding the foregoing, Tenant shall not be responsible for, or indemnify Airport or any other person or entity for, any liability arising from (i) the presence, generation, use, manufacture or release of Hazardous Materials, or (ii) violation of any Environmental Laws, occurring or existing prior to the Effective Date or after this Lease agreement has terminated, provided Tenant's activities and operations were not the cause or source of the release of any Hazardous Materials or any contamination or violation of Environmental Laws. Airport shall indemnify, defend and hold harmless Tenant, its successors and assigns, its employees, agents and attorneys from and against any and all Liability arising from or related to any claim or action for injury, liability, breach of warranty of representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Laws or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity, to the extent incurred or assessed as a result of any activity or operation on or discharge from the Leased Premises occurring or existing prior to the Effective Date or after this Lease has terminated, provided Tenant's activities and operations were not the cause or source of the release of any Hazardous Material or any contamination or violation of Environmental Laws.

ARTICLE X
Storm Water Compliance

1. Acknowledgments:

- a. Notwithstanding any other provisions or terms of this Lease, Tenant acknowledges that the Airport is subject to federal storm water regulations, 40 CFR Part 122 and state storm water regulations (TPDES MSGP Permit number TXR050000), for vehicle maintenance, and equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations. Tenant further acknowledges that it is familiar with these storm water regulations; that it conducts vehicle maintenance, equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.
- b. Notwithstanding any other provisions or terms of this Lease, Airport acknowledges that it has obtained a storm water discharge permit as required by the applicable regulations for the Airport, including the property occupied or operated by the Tenant.
- c. Notwithstanding any other provisions or terms of this Lease, including the Tenant's right to quiet enjoyment, Airport and Tenant both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Tenant acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled, or otherwise used by the Tenant, as defined in applicable storm water regulations, by implementing and maintaining "Best Management Practices."
- d. The Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.

2. Permit Compliance:

- a. Airport will provide Tenant with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that Tenant will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges, preparation of storm water pollution prevention or similar plans, implementation of "good housekeeping" measures or Best Management Practices, and, maintenance of necessary records. Such written notice shall include applicable deadlines. Tenant, within fourteen (14) days of receipt of such written notice, shall notify Airport in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Tenant does not provide such timely notice, it is, to the extent allowed by

the laws and the Constitution of the State of Texas, deemed to assent to undertake such requirements. If Tenant provides Airport with timely written notice that it disputes such storm water discharge permit requirements, Airport and Tenant agree to negotiate a prompt resolution of their differences. Tenant warrants that it will not object to written notice from the Airport for purposes of delay or avoiding compliance.

- b. Unless otherwise agreed to in writing between Airport and Tenant or unless Tenant timely notifies Airport of its dispute as detailed above, Tenant agrees to undertake at its sole expense, those storm water discharge permit requirements for which it has received written notice from the Airport. Tenant warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Airport and Tenant. Tenant acknowledges that time is of the essence.
- c. Airport agrees to provide Tenant, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
- d. Deleted.
- e. Airport will give Tenant written notice of any breach by Tenant of the Airport's storm water discharge permit or the provisions of this section. Tenant agrees to cure promptly any breach. If such a breach is material, and, if of a continuing nature, Airport may seek to terminate this Lease pursuant to the terms of this Lease.
- f. Tenant agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the airport.

3. Indemnification:

- a. Notwithstanding any other provisions of this Lease, Airport agrees to indemnify and hold Tenant harmless from any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Airport's actions or omissions, for failure to comply with Airport's obligations under the applicable storm water regulations and storm water discharge permit, unless the result of Tenant's sole negligence, acts, or omissions. This indemnification shall survive any termination or non-renewal of this Lease.
- b. Notwithstanding any other provisions of this Lease, Tenant agrees, to the extent allowed by the laws and the Constitution of the State of Texas, to indemnify and hold harmless Airport and other tenants from any and all claims, demands, costs, fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Tenant's actions or omissions, for failure to comply with Tenant's obligations under this Article, the applicable storm water regulations, and storm water discharge permit,

unless the result of Airport's sole negligence, acts, or omissions. This indemnification shall survive any termination or non-renewal of this lease.

ARTICLE XI
Events of Default and Remedies Upon Default

1. "Event of Default" means the occurrence of any one or more of the following events as they may relate to this Lease: (a) Tenant fails to make any Rent payment (or any other payment) as it becomes due in accordance with the terms of this agreement, and any such failure continues for thirty (30) days after written notice by the Airport to the Tenant to pay; (b) Tenant or Airport fails to perform or observe any of its obligations under this Lease, and such failure is not cured within thirty (30) days after receipt of written notice by Tenant or Airport; (c) any statement, representation or warranty made by Tenant in this Lease or in any writing delivered by Tenant pursuant thereto or in connection therewith proves at any time to be false, misleading or erroneous in any material respect as of the time when made; (d) Tenant applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Tenant or of all or a substantial part of its assets, or a petition for relief is filed by Tenant under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter.

2. If any Event of Default occurs, then Airport or Tenant may, at its option and subject to the laws and the Constitution of the State of Texas, and specifically subject to Chapter 2009 of the Texas Government Code, exercise any one or more of the following remedies:
 - a. Terminate, cancel or rescind this Lease;

 - b. Exercise any other right, remedy or privilege which may be available to Airport under applicable law or, by appropriate court action at law or in equity, Airport or Tenant may enforce any of Tenant's obligations under this Lease;

 - c. Omitted.

 - d. Airport may re-enter the Leased Premises to remove the Tenant and all persons holding over it and to terminate this Lease and repossess the Leased Premises. Such repossession shall not constitute a waiver by the Airport for any other rights it may have to enforce collection of rents for the balance of the term or to recover damages from the Tenant for default in payment of rents. If Airport re-enters the Leased Premises, Airport shall allow Tenant to recover any and all perishable or time-sensitive items (including log books) within a reasonable time period as to not allow any item to perish, expire or hinder Tenant's ability to perform necessary functions related to its aircraft of business.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Airport. Airport's exercise of one or more

remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Airport to exercise any remedy under any agreement shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

ARTICLE XII **General Provisions**

1. Neither the failure of the Airport to strictly enforce all of the terms of this Lease nor the acceptance of rent by the Airport after any breach by the Tenant nor any delay on the part of the Airport to strictly enforce the provisions hereof shall operate or be deemed a waiver of any rights or remedies accruing to the Airport by reasons of any subsequent breach.
2. Notices to the Airport shall be sufficient if sent by registered mail, postage paid, addressed to the Executive Director of Aviation, Killeen-Fort Hood Regional Airport, 8101 South Clear Creek Dr, Box C, Killeen, Texas 76549, and notices to the Tenant shall be sufficient if sent by registered mail, postage paid, addressed to Kevin Dorton, Vice President of Administrative Services, Texas State Technical College, 3801 Campus Drive, Waco, TX 76705. The parties may designate other addresses from time-to-time in writing. Tenant must provide a valid new address for notices to Tenant within ten (10) days if the above address becomes invalid.
3. In the event of the appointment of a Trustee due to a voluntary or involuntary bankruptcy on the part of Tenant, or the appointment of a receiver for the Tenant, or a voluntary assignment for creditors by the Tenant (or if this Lease shall, by operation of law or otherwise, devolve upon or pass to a person or corporation other than the Tenant), then in no case shall the Leased Premises be used for any purpose other than those contained in ARTICLE II, herein.
4. The Airport reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of Tenant and without interference or hindrance by Tenant; however, all developments and improvements affecting the Tenant will be coordinated with Tenant.
5. Airport reserves the right to take action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure, or the conduct of any activity, on the airport which, in the opinion of the Airport, would interfere with the operations of the airport or constitute a hazard to aircraft.
6. This Lease shall be subordinate to the current or future Airport rules, regulations and minimum standards, and City Ordinances, as well as all applicable State and Federal regulations and laws, as amended. It is herein agreed between the Airport and the Tenant that the Airport Rules and Regulations now in effect (Exhibit "C") and hereafter adopted or amended by the City shall not be altered or impaired in any respect by this Lease, but said rules and regulations shall remain

in effect and be applicable to the Tenant during the term of this Lease. Exception: Tenant's aircraft are allowed to perform practice touch-down auto-rotations to the paved surfaces of the runway and taxiways with helicopters weighing less than 3,000 pounds after coordination with the Airport's Executive Director of Aviation or his designated representative.

It is expressly understood and agreed that this Lease is subject to and subordinate to and controlled by provisions, stipulations, covenants, and agreements contained in those certain contracts, agreements, resolutions, and actions of the City of Killeen, Texas, constituting agreements between the City and the United States of America and its agents including, but not limited to, the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA) and all regulations now and hereafter imposed upon the City and that the Airport shall not be liable to Tenant on account of any of the foregoing matters and all of such contracts, agreements, resolutions, laws, and regulations are incorporated herein by reference, and if any provision of this Lease is determined to be at variance with same, such contracts, agreements, resolutions, laws, and regulations control.

7. The Tenant, its successors, and assigns will not make or permit any use of the property which would interfere with landing or taking off of aircraft at the airport, or otherwise constitute an airport hazard. This includes such items as electrical or electronic equipment, creation of smoke or dust, or glaring or misleading lights.

ARTICLE XIII **Additional State of Texas Terms**

1. **Venue; Governing Law.** McLennan County or Travis County, Texas will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
2. **Representations and Warranties by Airport.** If Airport is a corporation or a limited liability company, Airport warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Airport has been duly authorized to act for and bind Airport.
3. **Tax Certification.** If Airport is a taxable entity as defined by Chapter 171, Texas Tax Code, then Airport certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that Airport is exempt from the payment of those taxes, or that Airport is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Airport agrees that any payments

owing to Airport under the Agreement may be applied directly toward any debt or delinquency that Airport owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

5. **Products and Materials Produced in Texas.** If Airport will provide services under the Agreement, Airport covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under the Agreement, Airport will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
6. **State Auditor's Office.** Airport understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), Texas Education Code. Airport agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested related this contract which do not contain confidential or privileged information. Airport will include this provision in all contracts with permitted subcontractors.
7. **Fees & Payment Terms.** Notwithstanding any term or condition in the Agreement to the contrary, all invoices shall be payable to Airport within thirty (30) days after TSTC's receipt of invoice and delivery of the Product or Services in accordance with the Texas Prompt Payment Act, currently codified in Section 2251.021(a), Texas Government Code. Interest shall be payable by TSTC on all past due amounts at the rate specified in Section 2251.025(b) of such Code. Notwithstanding anything to the contrary, Airport understands and acknowledges that TSTC's payment processes are stipulated by the Texas Prompt Payment Act, and nothing in the Agreement shall be construed to prevent or restrict TSTC from full compliance with such Act.
8. **Eligibility Certification.** Pursuant to Sections 2155.004 and 2155.006, Texas Government Code, Airport certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
9. **Omitted.**
10. **Breach of Contract Claims.** TSTC and Airport agree to engage in Dispute Resolution pursuant to Texas Government Code, Chapter 2009.
11. **TSTC and Airport agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.**
12. **Limitations.** The Parties are aware that there may be constitutional and statutory limitations on the authority of TSTC (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers,

disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas.

13. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, the Airport understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC agrees to notify Airport of receipt of a request for information related to Airport's work under this Agreement. The Airport will cooperate with TSTC in the production of documents responsive to the request. The Airport may request that TSTC seek an opinion from the Attorney General of the State of Texas. However, TSTC will not honor Airport's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Airport will notify TSTC General Counsel of receipt of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. TSTC and Airport agree to maintain the confidentiality of information received from the other party during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Lease on this ____ day of _____, 2015.

ATTEST:

CITY OF KILLEEN:

Dianna Barker
City Secretary

Glenn Morrison
City Manager

ATTEST:

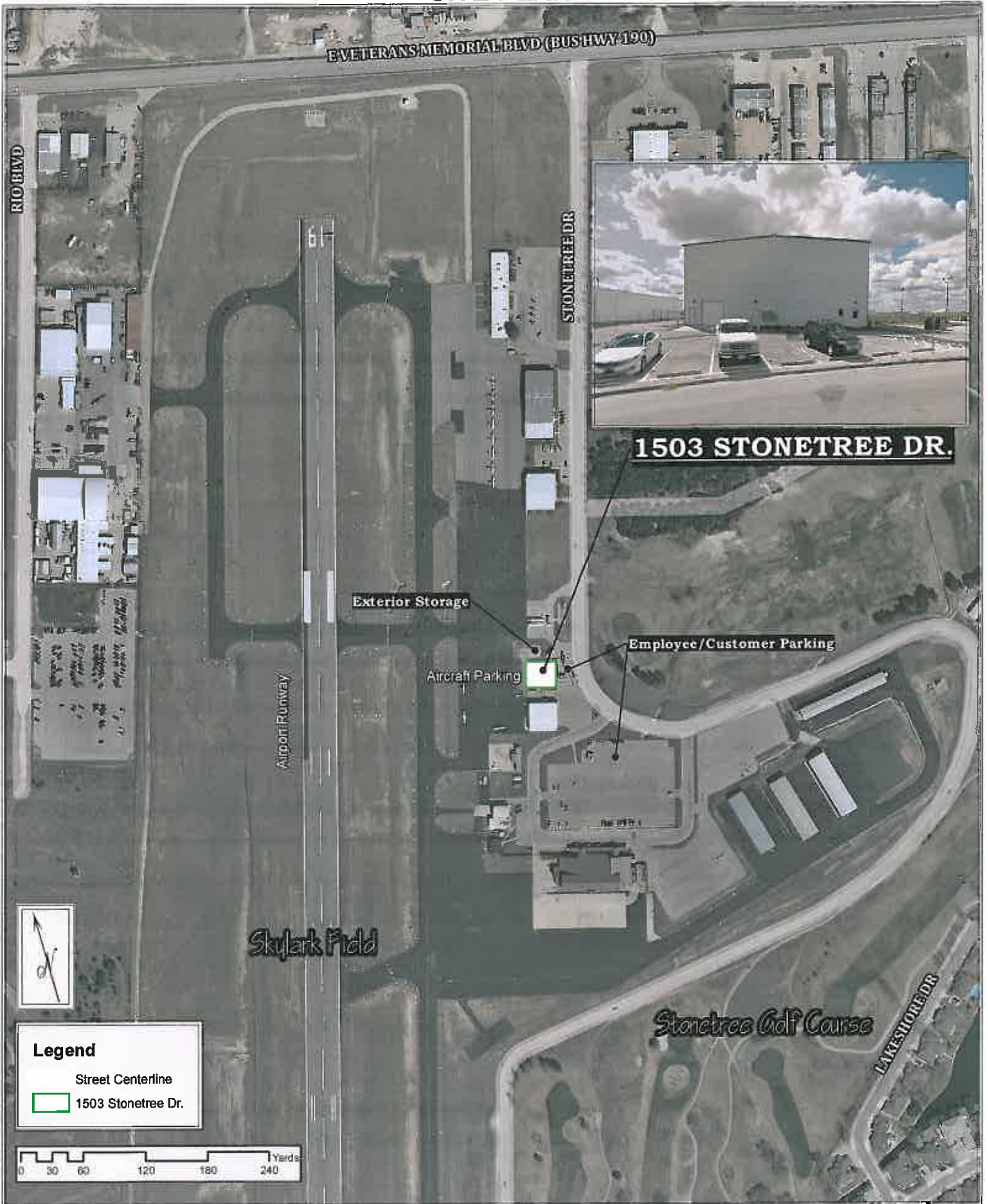
TENANT
Texas State Technical College

V. Carson Pearce
Aero Space Director

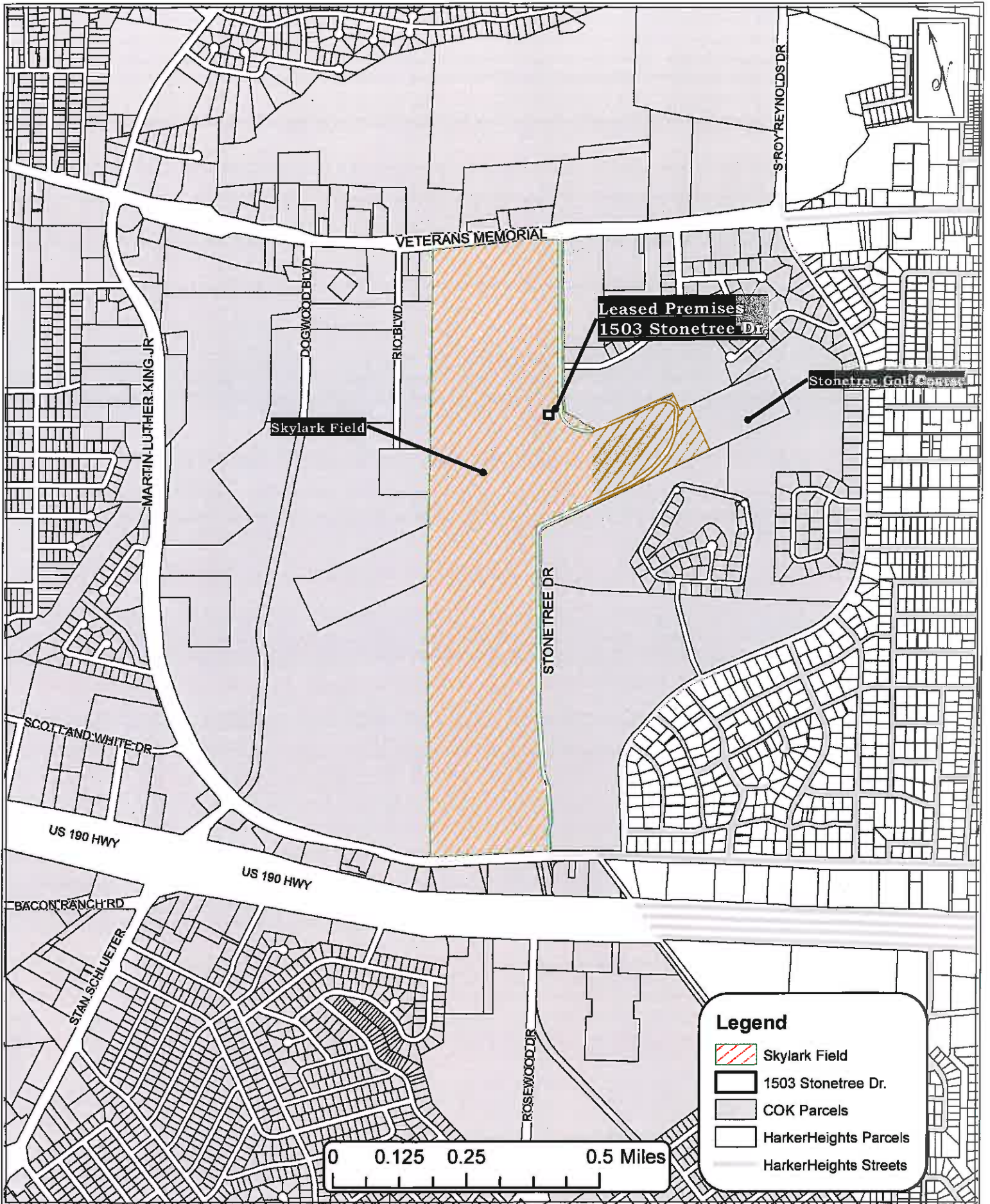
Kevin Dorton
Property Manager

TSTCLease05-28-15

SITE PLAN



SITE PLAN



City of Killeen and TSTC

Rents and Fees Schedule

BASIC RENT

Hangar (1503 Stonetree Dr) \$3,100.00 per month *

6,400 sq. ft. @ \$.4844 per sq. ft.

Total Basic Rent (Initial Term) \$3,100.00 per month *

SUNDRY CHARGES

Key replacement ** \$15.00

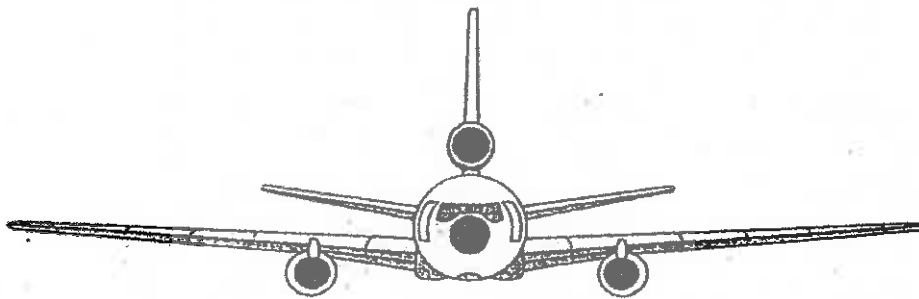
Additional Aircraft Tie-down spaces ** \$25.00 per month

Municipal Airport



City of Killeen

KILLEEN, TEXAS 76541



**Rules
&
Regulations**

APPENDIX C

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KILLEEN MUNICIPAL AIRPORT

RULES AND REGULATIONS

ARTICLE I. GENERAL.

SECTION 1. AIRPORT ESTABLISHMENT.

There is hereby established the Killeen Municipal Airport for such purposes as to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police the Airport; including the construction, installation, equipment, maintenance and operation at the Airport of buildings and other facilities for the servicing of aircraft or for the comfort and accommodation of air travelers, and the purchase and sale of supplies, goods and commodities as an incident to the operation of the Airport properties. For such purposes, the City of Killeen may use any available property that it may now or hereafter own or control and may, by purchase, gift, devise, lease, eminent domain proceedings or otherwise, acquire property, real or personal, or any interest therein including easements in airport hazards or land outside the boundaries of the Airport, as are necessary to permit safe and efficient operation of the Airport or to permit the removal, elimination, obstruction lighting of airport hazards or to prevent the establishment of airport hazards.

SECTION 2. AVIATION DEPARTMENT.

There is hereby created an Aviation Department of the City government, which department shall provide for the safe operation of aircraft and aviation activities within the city and to maintain and operate the public airport, together with all improvements, appurtenances and facilities, including streets and roadways and other appurtenances which are used for municipal airport purposes.

SECTION 3. DIRECTOR OF AVIATION.

The affairs of the Aviation Department shall be administered by an official who shall have the title of Director of Aviation, and such Director shall be appointed by the City Manager and approved by the City Council; and he shall hold office for such period of time as may be determined by the City Manager. The Director shall serve as head of the department and administer, govern, superintend, and control aviation activities at the airport and within the City.

SECTION 4. AVIATION ENTERPRISE FUND.

There is hereby created an Aviation Enterprise Fund for the purpose of funding the Killeen Municipal Airport. All revenues generated by the airport, including rents, fuel flow fees, landing fees and other user fees, proceeds from the sale of any airport or portion thereof or air navigation facility property, and transfer from the general fund shall be deposited in the aviation enterprise fund and used solely for the operation of the airport.

SECTION 5. DEFINITIONS.

For the purpose of this Article 1 of Chapter 1½, the following words and phrases shall have the meanings respectively ascribed to them by this section.

- a. Active Runway shall mean any runway not closed to traffic by means of an official Notice to Airmen.
- b. Advisory Service shall mean a communications facility (UNICOM) which provides airport information to aircraft.
- c. Aerobatic Flying shall mean any operation of an aircraft or upon an aircraft in flight intended to alarm or excite others by reason of its apparent recklessness, showmanship, abrupt changes in altitude, abnormal altitude, speed, acceleration or difficulty when no emergency necessitating such spectacular feats or maneuvers exists.
- d. Air Carrier shall mean any aircraft operated for hire in which a pilot is provided, either for training purposes or passenger or cargo purposes, operated on scheduled or nonscheduled flights, including any aircraft operated or owned by an air transport line, air feeder line, air cargo line or charter service, and excluding any private aircraft or aircraft of an aircraft service operator engaged only in student flying activities or sightseeing flights.
- e. Aircraft shall mean any machine or device that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the earth's surface, and used or intended to be used for flight in the air.
- f. Air Operations Area shall mean that portion of airport property designed and used for the landing, taking off, parking and surface maneuvering of airplanes including helicopter and general aviation operations, as well as the air carrier exclusive area on the passenger terminal ramp.
- g. Airport shall mean all properties and facilities owned, leased, or otherwise under the control of the City of Killeen, Texas, including all areas located within the confines of the established airport boundary, used for the purpose of loading, unloading, parking, storage, service, landing and taking off of aircraft; and those areas not used for aviation purposes.
- h. Airport Employee shall mean any person employed on the airport by the City of Killeen Department of Aviation.
- i. Airport Traffic Pattern shall mean the traffic flow prescribed for aircraft landing at, taxiing on, or taking off from the airport, including the upwind leg, crosswind leg, downwind leg, base leg, and final approach course.

- j. Contract shall mean any agreement or instrument of privilege and obligation entered into between the City and another party granting such other party the right and privilege to engage in activities at or appurtenant to the airport.
- k. Designated Area shall mean any area established by the Director of Aviation or his designee either in writing or by means of maps for any purpose specified by the Director or his designee.
- l. Emergency Vehicle shall mean any vehicle legitimately participating in an emergency response to include, but not limited to, crash/fire/rescue vehicles, authorized police vehicles, medical service vehicles, or tenant-operated vehicles.
- m. Fixed Base Operator shall mean any person, firm or corporation engaged in the demonstration of aircraft and aircraft parts, the retail or wholesale distribution of aircraft and aircraft parts, aircraft repairs, aircraft storage, aircraft servicing and fueling, student flight training, sightseeing by aircraft, aircraft rentals, charter service, or any other activity connected with aircraft maintenance, servicing, fueling, sales, storage, rentals or instruction for which a fee or service charge is assessed or received; and holding a valid contract with the City.
- n. Flight Line shall mean any area near hangars or terminals, including ramps and their adjacent taxiways and unpaved areas used for the parking, servicing and movement of aircraft.
- o. Free Lance Operator shall mean any person who acts independently without regard to authority and without contractual commitments to any one employer, and without a valid contract with the City of Killeen.
- p. Hazardous Cargo shall mean any substances, chemicals, ammunition, explosives, radio active materials, liquids or gases regulated by local, state or federal laws.
- q. Motor Vehicle shall mean any self-propelled vehicle, except an aircraft, designed to transport persons, property, cargo or equipment.
- r. Parachuting shall mean jumping from flying aircraft with use of parachutes, glide wings, hang gliders, auto-rotation wings, balloons, para-sails, or any other such device.
- s. Person shall mean any individual, firm, corporation, company, association or body politic and includes any trustee, receiver, assignee or other similar representative thereof.
- t. Public Aircraft Facilities shall mean all areas on the airport used for the purpose of landing, taking off and parking of aircraft; loading and unloading of passengers, freight, baggage, mail or other cargo to and from aircraft, performing operations

incidental to the immediate arrival and departure of aircraft, servicing aircraft with fuel, and for parking and maneuvering mobile equipment actively used in connection with the foregoing.

- u. Safety Area shall mean any graded area adjacent to a runway or taxiway or beyond the end of a runway, which area is free from obstructions and under normal conditions is capable of supporting fire fighting, rescue equipment and occasional passage of aircraft without causing major damage to the aircraft.
- v. Screening Point shall mean any area designated by the Director of Aviation as required by federal laws or regulations for the examination and screening of persons entering a sterile area.
- w. Sterile Area shall mean any area designated by the Director of Aviation with procedures and devices prescribed and in operation at each entrance to reasonably prevent the introduction of weapons into such area except as authorized by this Article 1 of Chapter 1½.
- x. Tenant shall mean any individual, firm, corporation, company or other similar entity having proprietary control over any area of the airport by virtue of a lease, contract or other formal arrangement with the City of Killeen.
- y. Traffic shall mean pedestrians, ridden or herded animals, vehicles, aircraft, and all other conveyances either singly or together while moving upon the ground upon airport property; or aircraft flying in the air.
- z. Ultralight Vehicle shall mean any slow flying powered machine or device which is designed for flight in the air, but which does not require pilot certification, vehicle certification or registration, and which generally has no radio communications equipment.

SECTION 6. LIMITATIONS ON DEFINITIONS.

Definitions in Section 5 of this Article are set forth for the purpose of enforcement of this Article 1 of Chapter 1½ and are not to be construed or applied to prosecutions or purposes outside the scope of this Article 1 of Chapter 1½.

ARTICLE II. DUTIES OF THE DIRECTOR OF AVIATION.

SECTION 1. THE DIRECTOR OF AVIATION SHALL HAVE THE FOLLOWING DUTIES:

- a. To take such action as necessary to safeguard the public in attendance at the airport.
- b. To suspend or restrict any or all air operations without regard to weather conditions whenever he believes such action to be necessary in the interest of public safety.

- c. Within the budgeted funds available for such purposes, to supervise the planned development, construction, enlargement, improvement, maintenance, equipment, administration, operations, regulation, protection and policing of the airport.
- d. In consultation with the City Manager and City Attorney, to supervise, direct, negotiate terms, and recommend the approval by the City Council of contracts for the use of the airport, including runways, taxiways, ramps, aprons, hangars, shops, administration and other buildings, and all other allied appurtenances and facilities and shall supervise the safe and orderly operation thereof and may direct the landing, take-off, taxiing or parking of aircraft and the vehicular and pedestrian circulation through and control of ground facilities, vehicles and pedestrian traffic in and upon the airport.

SECTION 2. DUTIES OF ASSISTANT DIRECTOR OF AVIATION.

RESERVED for future inclusion.

ARTICLE III. PUBLIC CONVENIENCE AND ORDER.

SECTION 1. SCOPE.

All persons on any part of the property comprising the airport shall be governed by the regulations prescribed herein and instructions of the Director of Aviation relative to the use of any part of the airport. These regulations are subject to amendment.

SECTION 2. PENALTIES.

The Director of Aviation may remove or evict from the airport premises any person who knowingly or willfully violates any rule or regulation prescribed herein, or any rule or regulation of the Federal Aviation Administration or the State of Texas, and may deny the use of the airport and its facilities to any such person if it is determined that such denial is in the public interest.

SECTION 3. ALCOHOLIC BEVERAGES.

No person shall consume alcoholic beverages upon any portion of the airport except in such places as shall be designated and approved by the City Council for dispensing and consumption of alcoholic beverages.

SECTION 4. UNAUTHORIZED ACTIVITIES.

Except as authorized by the Director, or covered by a valid contract, it shall be unlawful for any person to engage in the following activities on airport property:

- a. To sell or offer for sale any article of merchandise.
- b. To solicit any business or trade, including the carrying of baggage for hire.

- c. To post, distribute or circulate leaflets, advertisements or other written matter.
- d. To solicit funds, contributions, alms, or donations.
- e. To demonstrate, picket or hold a public gathering or public meeting.

SECTION 5. LOUD DEVICES.

No person within a terminal building or upon adjacent walks or streets shall operate or use any device which by its operation or use emits a sound of such nature or loudness as to interfere with the ordinary orderly conversation of others or which materially interferes with or overrides the audibility of public announcements made for the general benefit or safety of the public.

SECTION 6. TRASH AND REFUSE.

No person shall place, dispose or deposit in any manner, trash, garbage or refuse in or upon airport property or upon adjacent streets or rights-of-way except at such places and under such conditions as the Director may prescribe. No person shall keep uncovered trash containers. No vehicle used for hauling trash, dirt or any other material shall be operated on the airport unless such vehicle is constructed and loaded so as to prevent the contents thereof from dropping, sifting, leaking or otherwise escaping. Areas to be used for trash or garbage containers shall be designated by the Director, and no other areas shall be used. Such areas shall be kept clean and sanitary at all times.

SECTION 7. USE OF SHOP AREAS.

All shops, garages, and equipment facilities are for the conduct of the owner's or lessee's business and operations. No person other than employees of the owner or lessee shall make use of these facilities or loiter on such premises without permission of the owner or lessee. This section applies to all premises.

SECTION 8. CONDUCT OF BUSINESS OR COMMERCIAL ACTIVITY.

No person shall engage in any business or commercial activity on the airport without the approval of the City Council, upon recommendation of the Director.

SECTION 9. MAINTENANCE AND UPKEEP.

- a. All tenants shall maintain their leased property in a condition of repair, cleanliness and general maintenance in a manner agreeable to the Director, in accordance with their individual lease agreements and free from all fire hazards.
- b. All lessees on the airport shall keep the floors of the hangar areas, terminal apron and ramp areas leased by them or used in their operations clean and clear of all grease and other materials or stains except as may be provided in any specific leases or contracts.

SECTION 10. DAMAGES.

Tenants, lessees and grantees shall be fully responsible for all damages to buildings, equipment, real property and appurtenances owned or controlled by the City of Killeen caused by negligence, abuse or carelessness on the part of themselves, their employees, agents, customers, visitors, suppliers or persons with whom they do business.

SECTION 11. METERING.

Every tenant shall provide for their own utility services with meters for accurately measuring gas, water and electricity used by the tenant or pay a flat rate fee as prescribed by the Director or the utility.

SECTION 12. REMOVAL OF JUNKED AIRCRAFT AND EQUIPMENT.

- a. Junked, wrecked and unusable aircraft or portions thereof, and scrapped or unusable machinery, engines, vehicles, parts, drums and containers shall be removed from public view and placed in an inconspicuous or otherwise screened location on the airport; provided such location meets the approval of the Director.
- b. If, after a reasonable time limit not to exceed thirty (30) days, an operator or tenant has not removed junked, wrecked and unusable aircraft, or scrapped or unusable machinery, engines, vehicles, parts, drums and containers from public view, then a thirty (30) day written notice to remove shall be issued by the Director. If any person, tenants or operator refuses or fails to remove such material at the end of the written thirty (30) day notice, such material shall be removed by the City at the owner's or operator's expense and without liability which may result in the course of or after such removal.

SECTION 13. LOOSE ANIMALS.

No person shall enter a terminal building or air operations area with a dog or other animal, except any seeing-eye-dog escorting a blind or otherwise handicapped person, or an animal in the process of being shipped on an air carrier providing such animal is restrained by a leash or properly contained and is immediately delivered to the airline for shipment.

SECTION 14. LOST AND FOUND.

No person shall willfully abandon any property on the airport. Any person finding a lost article shall deposit such item with or report it to the office of the Director of Aviation. Any such articles or items not claimed in sixty (60) days will be disposed of as determined by the Director. Funds received from the sale of unclaimed articles shall be deposited in the airport enterprise fund.

SECTION 15. REMOVAL OF UNAUTHORIZED PROPERTY.

The Director or his authorized representative may remove from any area of the airport any property, including vehicles and aircraft, which is disabled, abandoned, parked in violation of this Article 1 of Chapter 1½ or which

presents an obstacle to the orderly operation of the airport. Such removal shall be at the operator's or owner's expense without liability for damages or inconveniences which may result in the course of such removal.

SECTION 16. LIABILITY.

The City of Killeen assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, or civil disobedience, nor does it assume any liability for injury to persons while on the airport.

SECTION 17. ACCIDENT REPORTS.

All persons involved in any accident occurring on the premises of the airport shall make a report to the Director of Aviation or the Police Department as soon as possible, giving all pertinent information requested by the person in charge. (see Article V, Section 5)

SECTION 18. CONSTRUCTION, ALTERATION AND ELECTRICAL MODIFICATIONS.

No person shall engage in any construction, alteration or electrical wiring in or about any existing building or hangar on the airport without the permission of the Director of Aviation.

SECTION 19. BUILDINGS AND SIGNS.

No signs, buildings or equipment of any nature may be erected or installed at the airport unless specifically authorized by written contract with the City of Killeen or by special permission of the Director of Aviation.

SECTION 20. DISORDERLY CONDUCT.

No person shall be or become intoxicated, commit any disorderly, obscene or indecent act or commit any act of nuisance, or conduct or engage in any form of gambling on the airport.

SECTION 21. SANITATION.

No person shall dispose of garbage, papers, refuse or other material on the airport except in the receptacles provided for that purpose; nor use a comfort station other than in a clean and sanitary manner; or eat food or drink beverage in the terminal building lobby, nor expectorate on floors, walls, or other surfaces of any airport building.

SECTION 22. PRESERVATION OF PROPERTY.

No person shall destroy, injure, deface or disturb any building, sign, equipment, marker or other structure, trees, flowers, shrubs, lawn or other property, nor alter, make additions to or erect any buildings or signs or make any excavations; nor willfully abandon any personal property.

SECTION 23. LOITERING AND REFUSAL TO COMPLY.

No person shall loiter or loaf on any part of the airport or in any building on the airport; nor shall any person come upon or use the airport,

except while traveling through as a passenger on a bus or taxicab or while enplaning or deplaning as a passenger on an aircraft operating on the airport after such person has been denied the use of the airport by the Director. Any person who shall refuse to comply with these rules and regulations after request by the Director or other authorized representative shall be requested to leave the airport, and in the event of failure to comply with such request shall be regarded as a trespasser.

SECTION 24. ARMED GUARDS.

- a. Guards may be required. Whenever in his opinion such action is necessary in the interest of public safety, the Director of Aviation or his authorized representative may require any tenant, aircraft owner, or aircraft operator to provide and maintain security guards or police officers. Such guards or officers shall have the security duties and be required to perform the security functions specified by the Director or his designee in the instructions requiring such security to be established.
- b. Guards may be requested. Tenants, aircraft owners, aircraft operators or their agents may be authorized to post security guards or police officers subject to the approval of the Director of Aviation or his designee.
- c. Authorization required for guards. No person may function as a security guard on an airport except as authorized by the Director of Aviation or his designee.
- d. Authorization required for each event. Authorization to post a security guard or a police officer must be obtained for each separate event. The duties of security personnel shall be limited by the instructions of the official issuing the authorization subject to applicable laws and ordinances.

SECTION 25. FREE LANCE OPERATORS. Free lance operators are prohibited from performing aircraft maintenance and repairs of any type, flight instruction, aircraft sales and service, and sales of aircraft parts and accessories on the Killeen Municipal Airport, unless that operator is covered by a valid contract or lease agreement with the City of Killeen and is covered by appropriate property damage and products liability insurance as specified in the Minimum Standards for a Commercial Aeronautical Activity.

ARTICLE IV. VEHICLE OPERATIONS AND SAFETY.

SECTION 1. LICENSING AND REGISTRATION.

- a. No person shall operate motorized ground equipment of any kind on the airport without a valid State of Texas Motor Vehicle Operators License appropriate for the type of vehicle operated.
- b. No person shall operate any motor vehicle in the public aircraft facilities areas without first having registered the same with the Director of Aviation and obtained permission for the operation of such equipment.

- c. No motor vehicle, except fuel trucks, tugs and agricultural equipment, shall be operated on the airport without current State of Texas license plates and safety inspection stickers. Fuel delivery trucks shall have current fuel pump delivery meter calibration stickers, or company proof of calibration.

SECTION 2. RULES OF OPERATION.

- a. No person shall operate a motor vehicle of any kind on the airport in a reckless or negligent manner, or in excess of the speed limits prescribed by the Director of Aviation. Speed limits shall not exceed 15 miles per hour on the ramps, aprons, or in aircraft parking and hangar areas; except Crash-Fire-Rescue vehicles and emergency support vehicles.
- b. No person operating a motor vehicle on the airport shall fail to give proper signals or fail to observe the directions of posted traffic signs.
- c. No person under the influence of alcohol or narcotic drugs shall operate a motor vehicle on the airport.
- d. No person shall operate any motor vehicle which is overloaded or which is carrying more passengers than that for which the vehicle was designed. No person shall ride on the running board, stand up in the body of a moving vehicle, ride with arms or legs protruding from the body of the vehicle, or ride on the outside of the body of a vehicle.
- e. Motorcycles are prohibited from operating in the public aircraft facilities areas of the airport.
- f. No person shall operate a motor vehicle without exhausts protected by screens, baffles or spark arresters to prevent sparks or flame in any hangar on the airport.
- g. No person shall operate a motor vehicle within the safety areas of the runway or any taxiway without the express approval of the Director of Aviation.
- h. When parking adjacent to the runway for temporary maintenance, all vehicles must park parallel to the runway, facing in the opposite direction of arriving and departing aircraft, and at least 100 feet outside the runway lights.
- i. When parking adjacent to taxiways for temporary maintenance, all vehicles must park parallel to the taxiway, facing in the opposite direction of taxiing aircraft, and at least 20 feet outside the taxiway edge.
- j. All vehicles which are authorized to operate in the public aircraft facilities areas shall be painted chrome yellow or other distinctive color or shall display an orange and white checkered flag approximately 3 feet square on a mast attached to the outside of the vehicle. All vehicles operating on the airport between the

hours of sunset and sunrise shall have fully operating headlights and taillights. All fuel and service vehicles shall carry and operate an overhead 360° revolving amber beacon or FAA approved strobe light.

- k. No person shall drive a vehicle between an aircraft and a "follow me" vehicle, or between an aircraft and a ramp agent who is directing the aircraft.
- l. No person shall be upon any runway or taxiway, either on foot, in a vehicle, or by any other means of conveyance, except by permission of the Director of Aviation.
- m. Emergency conditions existing on the airport will not negate any existing regulations.

SECTION 3. RADIO EQUIPMENT.

- a. All vehicles operating in the public aircraft facilities areas must be equipped with functioning two-way radio and be in communication with any operating Advisory Service/Control Tower, with the exception of the following:
 - (1) Refueling vehicles and towing tugs while in the process of refueling, loading, or unloading of aircraft.
 - (2) Operational, agricultural and maintenance equipment not engaged in working on runways and taxiways will keep any operating Advisory Service/Control Tower informed of the general area in which they are working.
 - (3) Any vehicle not equipped with two-way radio shall not operate within the safety areas on the airport unless approval is received from the Director of Aviation.
 - (4) If accompanied by and under the control of another vehicle with such radio communications capabilities.
- b. The installation of two-way radio does not permit the operation of vehicles on the airport without permission from the Director of Aviation.

SECTION 4. EMERGENCY EQUIPMENT.

In the event of an emergency on the airport, only Fire Department or City employees are authorized to drive the crash-fire-rescue equipment to the scene of the emergency.

SECTION 5. REPAIR OF MOTOR VEHICLES.

No person shall clean, wash, or make any repairs to motor vehicles anywhere on the airport other than in designated areas, except those minor repairs necessary to remove such vehicle from the airport; nor shall any person move, interfere or tamper with any motor vehicle part, instrument, or tool

without the permission of the owner or satisfactory evidence of the right to do so duly presented to the Director.

SECTION 6. RIGHT-OF-WAY.

- a. Pedestrians and aircraft shall at all times have the right-of-way over vehicular traffic; except emergency vehicles operating during emergency conditions.
- b. Vehicles and aircraft shall have right-of-way in order of priority as listed below from the greatest to the least:
 - (1) Emergency vehicles operating during emergency conditions;
 - (2) Any aircraft moving under its own power or being towed;
 - (3) Emergency vehicles on routine movements;
 - (4) Maintenance and construction vehicles within a construction area designated by the Director;
 - (5) Fuel tenders;
 - (6) Vehicles operated in support of air carrier operations;
 - (7) Maintenance, administrative and construction vehicles.

SECTION 7. FLAGMAN.

No person shall fail or refuse to obey the signals of any airport employee or flagman posted by a tenant, contractor, airport official or other person authorized by the Director to regulate the movements of aircraft and vehicles upon ramps or aprons unless to obey would create a greater hazard than unregulated movement.

SECTION 8. SPECIAL MOVEMENT CONTROLLING DEVICES OR MARKINGS.

Unless otherwise authorized by the Director, every person operating an aircraft or vehicle or going on foot shall obey and conform to official walkways, hold-short lines, taxi lines, stop lines, turn lines, clearance lines, and any other marks or devices officially installed for the regulation or movement within the public aircraft facilities areas.

SECTION 9. PASSING ON APPROACHING COURSES.

Each vehicle or aircraft on approaching courses shall pass or veer to the right.

SECTION 10. PASSING WHILE OVERTAKING.

When overtaking another aircraft or vehicle, the overtaking aircraft or vehicle shall pass to the left of the aircraft or vehicle being overtaken.

SECTION 11. APPROACHING AIRCRAFT ON INTERSECTING COURSES.

Except for emergency vehicles operating under emergency conditions, all vehicles on intersecting courses with moving aircraft or vehicles moving across the probable paths of stopped aircraft shall pass to the rear of any aircraft with engine(s) running.

SECTION 12. UNSAFE MOVEMENTS.

When overtaking or passing an aircraft or vehicle or while being overtaken or passed, no operator or driver shall turn, stop, or swerve in such a proximity to the other as to create a hazard.

SECTION 13. VEHICLE EQUIPMENT SAFETY.

- a. Parking Brakes. No person shall operate or tow any vehicle, particularly a trailer or semi-trailer unless such vehicle shall have parking brakes so that when set, the brakes will prevent the vehicle's free rolling due to wind, jetblast, propwash, or wake turbulence.
- b. Unobstructed View. No person shall operate any vehicle unless such vehicle shall have clear visibility to the front, sides and rear from the driver's position.
- c. Unsafe Condition. No person may operate any vehicle if it is so constructed, equipped, loaded or in such a state of disrepair as to endanger persons or property.
- d. Failure to Stop Engine. No person shall park a vehicle upon the airport and fail or neglect to stop the engine, remove any ignition keys, and set parking brake.

SECTION 14. PARKING.

- a. No person shall park a motor vehicle for any purpose on the airport other than in the areas specifically established for parking and in the manner prescribed by signs, lines or other means. No person shall park a motor vehicle in a manner as to obstruct roadways or fire lanes, nor in the aircraft parking areas, or grassed areas.
- b. All employees of tenants engaged in business at the airport shall park only in areas designated for employee parking.

ARTICLE V. AIR TRAFFIC OPERATIONS AND SAFETY.

SECTION 1. AERONAUTICAL ACTIVITIES.

All aeronautical activities at the Airport shall be conducted in conformity with current regulations of the Federal Aviation Administration and the City of Killeen.

SECTION 2. FIXED BASE REGISTRATION.

Fixed Base Operators shall register their aircraft and all aircraft based at their facilities with the Director's office prior to beginning operations. Any change in the ownership will require a change in the registration.

SECTION 3. RADIO EQUIPMENT.

Any aircraft arriving, departing, or operating on the Airport shall be equipped with a functioning two-way radio capable of communicating with the Airport Advisory Service operator and other aircraft, unless prior arrangements have been made with the Director of Aviation, or an emergency condition exists.

SECTION 4. AIRCRAFT PILOT REQUIREMENTS.

- a. No person except properly authorized and assigned military personnel shall operate any aircraft within or over the corporate limits of the City of Killeen unless such person has in his possession a current, valid and applicable airman's certificate issued to him by the Federal Aviation Administration.
- b. No operator of an aircraft within the corporate limits of the City of Killeen shall fail or refuse to deliver his Federal Aviation Administration airman's certificate to any police officer upon demand for a reasonable period of time for purposes of identification, examination and investigation when such officer is engaged in an inquiry pertaining to a matter which he has a duty to investigate and which such officer has reason to believe may involve such operation of an aircraft.

SECTION 5. AIRCRAFT ACCIDENT REPORTS.

The operator of an aircraft involved in an accident on the Airport shall immediately, or by the most expeditious means available, notify the Director of Aviation and the Federal Aviation Administration. The report shall contain the following information: Location, date, time, aircraft make, model and registration number, name of operator, number of people involved, injuries to or fatalities of each person, weather conditions, and nature of the accident.

SECTION 6. REFUSAL OF CLEARANCE.

The Director of Aviation may delay or restrict the flight of any aircraft or any other operations at the Airport for any justifiable reason in the interest of public safety.

SECTION 7. ULTRALIGHT VEHICLES PROHIBITED.

In the interest of aviation safety, no person shall operate an ultralight vehicle on or over the Killeen Municipal Airport, except for an unplanned emergency landing.

SECTION 8. CLOSING THE AIRPORT.

In the event the Director of Aviation believes conditions of the Airport or any part thereof to be unsafe for landing or take-off, it shall be within his authority to close the entire Airport or any part thereof. A Notice to Airmen signed by the person ordering such closing shall be filed with the Federal Aviation Administration Flight Service Station. The same procedures shall be followed when the Airport is again usable.

SECTION 9. AIRPORT TRAFFIC PATTERNS AND RUNWAY RULES.

Every operator of an aircraft using the airport shall conform to the traffic patterns promulgated by the Director of Aviation.

- a. Unless otherwise advised, all aircraft will fly a right rectangular pattern when departing/arriving on Runway 01; and will fly a left rectangular pattern when departing/arriving on Runway 19, as indicated by the airport segmented circle.
- b. Landing aircraft shall maintain traffic pattern altitude until turning onto base leg prior to commencing the final approach.
- c. Light aircraft departing or making practice takeoffs and landings shall make their first turn at a point 1,000 ft. beyond the departure end of the runway and at an altitude of not less than 400 ft. above published airport elevation and continue to climb until an altitude of 800 ft. above published airport elevation is reached. The above described rectangular traffic pattern shall be used at all times except when instructed otherwise by an operating Control Tower or Gray AAF Approach Control.
- d. Aircraft shall depart traffic in accordance with prescribed procedures, or as directed by Gray AAF Departure Control.
- e. Runway 01 is designated as the calm wind runway when wind velocity is less than 6 knots (7 miles per hour).
- f. Unless otherwise indicated, aircraft will enter the traffic pattern at the altitude and direction described in current Federal Aviation Administration Advisory Circulars.
- g. No aircraft will fly directly over the airport at an altitude of less than 3,846 ft. MSL, unless landing or taking off, or during an emergency, unless otherwise advised by an operating Airport Advisory Service/Control Tower or Gray AAF Approach Control.
- h. Flight over populated areas, unless arriving, departing or operating in the airport traffic pattern, should be kept to a minimum in the interest of public safety and noise abatement.
- i. Rotorcraft shall not operate within 200 feet of any area where light aircraft are parked or operating, unless arriving/departing the airport helipad.

- j. Prior authorization is required from the Director before balloons, airships, dirigibles, motorless aircraft or aircraft with a total weight of 50,000 pounds or more land or take off.

SECTION 10. HELICOPTER SKIDS.

No operator of a helicopter with metal skids may practice touch-down auto rotations on any paved surfaces of the airport.

SECTION 11. HAZARDS TO AIR NAVIGATION.

No person within the corporate limits of the City of Killeen shall fail or refuse to immediately remove any hazard to air navigation such as a kite, balloon, model aircraft, radio controlled aircraft, or other such device or object when requested to do so by any City employee or police officer when such employee or officer is acting in accordance with a request by the Director of Aviation.

SECTION 12. STUNT FLYING AND AEROBATICS.

No operator of an aircraft shall engage in stunt flying or aerobatic flying except as part of a public display specifically authorized by the City Council and the Federal Aviation Administration; and monitored by the Federal Aviation Administration or its designee.

SECTION 13. DEMONSTRATIONS.

No experimental flight or ground demonstrations shall be conducted without the express approval of the Director.

SECTION 14. RECKLESS OPERATION OF AN AIRCRAFT.

No person shall operate an aircraft in a careless or reckless manner so as to endanger the lives or properties of others by swooping, buzzing, diving, looping or low altitude flying. Proof of low altitude flying shall constitute prima facie evidence of violation of this section.

SECTION 15. APPROACHES FOR LANDING OR UPON TAKEOFF.

No person in operation of an aircraft shall approach any field for landing, nor shall any such person accelerate and take off from any field unless such landing or take off can be made without creating an undue hazard, and unless such landing or take off can be made without unreasonably alarming other persons present in or near the path of flight due to the nearness of the aircraft to persons, vehicles, or structures in or near the path of flight. Any approach for landing or take off shall be held to be reasonable when done within the limits of a designated glide path promulgated by the appropriate federal agency and/or the Department of Aviation.

SECTION 16. DEBRIS FROM AIRCRAFT.

No person in any aircraft shall cause or permit to be thrown out, discharged, or dropped, any form of ballast, instruments, tools, baggage, equipment, containers, handbills, circulars, cards, or any other matter whatsoever.

SECTION 17. PARACHUTING.

No person shall parachute from any aircraft over the City of Killeen unless such jump shall be made during an emergency or unless an application for such jump accompanied by an appropriate certificate of waiver from a U. S. Government authority has been approved beforehand by the Director.

SECTION 18. AUTHORIZED LANDING AREA.

Except as during an emergency, no person shall land any aircraft within the City except upon an airport runway or helipad, or upon a field approved beforehand by the Director of Aviation.

SECTION 19. USE OF RUNWAY AND TAXIWAY PAVED SURFACES.

No person shall land an aircraft or take off on any areas of the airport other than the paved surface of the designated runway. No person shall taxi an aircraft on any areas of the airport other than the paved surfaces of the designated runway or taxiways.

SECTION 20. TAXIING OF AIRCRAFT.

Every person taxiing an aircraft or hovering a helicopter shall maintain due caution to avoid collisions with persons, objects, vehicles or other aircraft in the immediate area. Under no circumstances will an aircraft be taxied into or out of a hangar.

SECTION 21. UNSAFE TAXIING SPEED PROHIBITED.

Every aircraft shall be taxied at a safe and reasonable speed and in such a manner as to be at all times under the control of the operator. No aircraft upon a ramp or apron shall be taxied at a speed greater than 15 miles per hour.

SECTION 22. AIRCRAFT ENGINE RUNUP.

No person shall warm up, run up, test or accelerate the engine of any aircraft except in a place reasonable for such purpose. At no time will engines be ran up or accelerated when aircraft hangars, shops, buildings, persons, vehicles or other aircraft in the area are in the path of the propeller blast, jet exhaust, or wake turbulence of the aircraft being ran up. At no time will engines be ran up while parked on the passenger loading/unloading ramp of the passenger terminal building.

SECTION 23. UNSAFE AIRCRAFT.

a. Impounding.

Whenever necessary in the interest of public safety any police officer may impound any aircraft which, due to mechanical or equipment defect or deficiency, would be in violation of this Article 1 of Chapter 1 $\frac{1}{2}$ or otherwise manifestly unsafe in operation unless such aircraft is in the process of repair for the correction of such defect or deficiency.

b. Notification Required.

It is the duty of any officer impounding an aircraft to immediately notify the Director, and the owner or operator of the aircraft.

c. Release of Impounded Aircraft.

The Director of Aviation or a person authorized to act in his place may require correction of defects before the release of any aircraft from lawful impoundment. In all cases and circumstances the Director shall have authority to release or hold such aircraft for reasonable periods of time whenever in his opinion such action is necessary in the interest of public safety.

SECTION 24. FLYING CLUB AIRCRAFT.

Flying Club aircraft must be owned and operated by a non-profit partnership or non-profit corporation, and each club member must be a bona fide owner of a part of the aircraft or own a share in the corporation or partnership. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and will file and keep up to date with the Director of Aviation a list of the membership. At any time the Director has reason to believe a club aircraft is being so operated that it falls under the "commercial" classification, or is being operated as a commercial aeronautical activity, he shall notify the club manager and levy fees necessary for the pertinent type of operation.

ARTICLE VI. HAZARDOUS MATERIALS, FUELS AND FLAMMABLES.

SECTION 1. STORAGE OF HAZARDOUS CARGO.

Except as otherwise provided, the only hazardous cargo stored at the airport shall be aircraft fuel in fuel trucks, tenders, and fuel storage tanks. No other hazardous articles or materials as defined in U. S. federal laws and regulations governing such matters shall be handled or stored except as specifically authorized by the Director of Aviation or by this Article 1 of Chapter 1½; and only upon the request of a City, state or federal official acting within the scope of his duties in pursuit of the ends of national defense, disaster relief, or public safety.

SECTION 2. UPON RECEIPT OF SHIPMENTS.

In the event a shipment of hazardous materials is received, the aircraft will be parked in a designated area as far as practicable from buildings or runways for all ground handling operations. The shipper or recipient shall provide assurance to the Director that the cargo can be handled safely including any special handling procedures required for safety.

SECTION 3. DELIVERY OF DANGEROUS SUBSTANCES.

Unless specifically authorized by the Director or by an applicable airline tariff, no person shall deliver for transport or attempt to deliver for

transport or knowingly participate in the transportation through the airport of any radioactive material, poison gas, explosives, ordnances or other dangerous substance or object. It is an affirmative defense to prosecution under this section that the substance or object was delivered and transported under conditions imposed by U. S. law and regulations governing such matters.

SECTION 4. REMOVAL AUTHORIZED.

In every instance the Director of Aviation, the Chief of the City Fire Department or the senior firefighter on duty may order removal, destruction, relocation or transportation of any hazardous cargo whenever such shall be in his judgment appropriate and necessary for the safety of persons or property.

SECTION 5. SMOKING AND FIRES RESTRICTED.

No person shall smoke, carry or possess a lighted cigarette, cigar, pipe, match, welding torch, flare pot or other burning object in or about any area, building, or appurtenance of the airport where signs prohibiting such have been posted; ignite or cause to be ignited any such burning or smoldering object within 100 feet of any aircraft upon which fueling or defueling operations are being conducted, or within 100 feet of fuel storage tanks.

SECTION 6. CLEANING OF AIRCRAFT.

No person shall use flammable, volatile liquids having a flash point of less than 100° F for any purpose, unless such operations are conducted in open air or in a room specifically set aside and approved for that purpose; which room must be properly fire-proofed and equipped with adequate and readily accessible fire extinguishing apparatus. No person shall wash or otherwise clean airframes except in designated areas.

SECTION 7. STORAGE.

- a. No person shall keep or store any flammable liquids, gases, signal flares or other similar material in the hangars or in any building on the airport; provided that such materials may be kept in an aircraft in the proper receptacles installed in the aircraft for such purpose or in rooms or areas specifically approved for such storage by the Director, or in Underwriters approved safety containers.
- b. No person shall keep or store lubricating or waste oils in or about the hangars; provided that such material may be kept in rooms specifically designed for oil storage; provided further, that no more than twelve (12) hours supply of lubricating oil may be kept in or about a hangar unless in sealed cans, containers or receptacles approved by insurance underwriters.
- c. Operators and tenants shall provide suitable metal receptacles with self-closing covers for the storage of waste, rags or other rubbish which shall be removed by the lessee daily or on regularly scheduled pick-ups, but not less than once each week.

SECTION 8. STORAGE IN APRON AREA.

Aviation fuel, oil, solvents and de-icing liquids shall not be stored on the apron and ramp areas in excess of the amount actually needed as current stock. Any material of this type that is kept will be enclosed in a manner that meets the approval of the Director, and in no case shall such material be kept within 100 ft. of passenger ingress/egress routes or walkways.

SECTION 9. REPORTING.

It shall be the direct responsibility of all airport tenants and operators to provide the airport crash-fire-rescue station with, and keep current, a complete list of hazardous materials, combustibles, oils, fuels, chemicals, paints, lacquers, varnishes, dope, preservatives, solvents, alloys and metallic coatings, cleaning agents, acids, and flammable liquids and gases stored or kept on hand for their particular operations. Such list shall include the chemical make-up, flash points in degrees Fahrenheit, and amount stored or kept on hand, as well as the exact location of such materials. This is necessary in order for firefighters to better determine the nature of a fire or explosion, or potential thereof; and will assist them in the proper types and application of extinguishing agents.

SECTION 10. DOPING AND PAINTING.

- a. Doping process shall be conducted only in properly designated, fire-proofed and ventilated rooms or buildings in which all illuminations, wiring, heating, ventilating equipment, switches, motors, outlets and fixtures are explosion-proof, spark-proof, and vapor-proof. All windows or doors shall open easily.
- b. Painting will not be permitted except in approved areas, and in no case will aircraft painting be permitted in the T-Hangars owned by the City of Killeen; nor shall spray painting be permitted in any area where residual spray will collect on or otherwise settle on other aircraft, vehicles, buildings or people.

SECTION 11. FUELING OPERATIONS.

- a. All aviation fuels shall be dispensed to the public only by vendors holding a valid contract with the City, and approved by the City Council.
- b. Individuals fueling their own aircraft with leaded automobile gasoline shall follow all safety precautions of fueling, using approved safety containers. Only enough such fuel shall be brought upon the airport as necessary to fill the aircraft fuel tanks, and no excess fuel shall remain on the airport.
- c. No aircraft shall be fueled or defueled while the engine in the aircraft is running or being warmed by applications of exterior heat or while such aircraft is in a hangar or enclosed space.
- d. No person shall operate any radio transmitter or receiver or switch electrical appliances on or off in an aircraft during fueling or defueling operations.

- e. Adequate fire extinguishers shall be within ready reach of all persons engaged in the fueling or defueling of aircraft.
- f. No person shall start the engine of any aircraft when there is any gasoline on the ground under such aircraft.
- g. Fueling hoses and equipment shall be maintained in a safe and sound non-leaking condition and shall be approved by applicable state and federal regulations.
- h. All hoses, funnels and apparatus used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids, by a static electrical spark.
- i. No aircraft shall be fueled or defueled while passengers are on board the aircraft unless a passenger loading ramp is in place at the cabin door of the aircraft, the aircraft door is open and a cabin attendant is present at or near the cabin door. Passenger loading ramps shall remain in loading position until all fuel transfer operations are completed.
- j. Fuel transfer operations shall not be performed on the main exit side of any aircraft containing passengers except when the owner or operator of such aircraft or a capable and qualified employee of such owner shall remain inside the aircraft to direct and assist the escape of such passengers through regular and emergency exits in the event a fire should occur.
- k. Persons engaged in the fueling, defueling or draining of aircraft shall exercise care to prevent overflow or spilling of fuel. Persons responsible will take proper measures to clean up volatile liquids which are spilled, and shall report all fuel spills to the airport crash-fire-rescue station as soon as possible.
- l. All fueling and defueling of aircraft shall be conducted in accordance with "NFPA 407", Aircraft Fuel Servicing 1985 or any changes and revisions thereto or as directed by the Fire Marshal of the City of Killeen.

SECTION 12. LIQUID DISPOSAL.

It shall be unlawful for any person to dump, discharge or pour any fuel, oil, grease, dope, paint, solvent, cleaning fluid, or acid on any part of the airport; nor dumped upon any street, highway, ramp, apron, runway, taxiway, drainage ditch, storm drain, channel, sanitary sewer, cesspit or septic tanks, or in trash receptacles on the airport. Disposal and removal from the airport of any such materials shall be accomplished in accordance with applicable state and federal disposal regulations.

ARTICLE VII. PUBLIC SAFETY, TRAFFIC AND PARKING.

SECTION 1. OBEDIENCE TO POLICE OFFICERS.

It shall be unlawful and an offense for any person to willfully fail or refuse to comply with any lawful order or direction of any police officer at the Airport.

SECTION 2. FIREARMS ON THE AIRPORT.

No person may possess any firearm upon the airport except:

- a. Peace officers certified by the State of Texas;
- b. Other police officers in the performance of their duties as provided by law;
- c. Federal law enforcement agents and police officers;
- d. Members of the U. S. Armed forces and other U. S. federal employees on official duty where such duty entails the carriage of firearms;
- e. Uniformed, licensed and bonded security guards commissioned by the State of Texas in performance of guard duty with prior approval of the Director of Aviation;
- f. Uniformed security personnel acting as money or valuable cargo couriers in service to or from an airport tenant;
- g. Any person in the process of shipping a firearm or receiving and transporting a firearm from shipment provided that the firearm is:
 - (1) Unloaded, both magazine and chambers;
 - (2) Fully encased in a carton, gun case, or box so that the firearm is not available for immediate use;
 - (3) Not brought to the screening point; and
 - (4) Not prohibited by federal or state law.

SECTION 3. FIREARMS DISCHARGE.

It shall be unlawful for any person, other than those listed in Article VII, Section 2, paragraphs "a" through "f" of this Article 1 of Chapter 1½, to fire or discharge firearms of any type on any portion of the airport, or in the close proximity of the airport which would endanger arriving and departing aircraft.

SECTION 4. TRAFFIC LAWS MADE APPLICABLE.

Except for definitions made more specific for the purposes of this Article 1 of Chapter 1½, the effect of state laws regulating pedestrians, vehicle operators, passengers, vehicles and their movements and all City of Killeen traffic ordinances shall have full force and effect on airport access roads.

SECTION 5. IMPROPER USE OF ROADWAYS AND WALKS.

No person shall travel on the airport other than on roadways, walks or places provided for the use of traffic, nor shall any person use the roads or walkways in such manner as to hinder or obstruct their proper use by others.

SECTION 6. DRIVING ACROSS OR PARKING IN PROHIBITED AREAS.

No person shall drive any vehicle across or park upon any lawn or grass area, sidewalk or curb except by permission of the Director of Aviation or as directed by a police officer on duty or except as necessary to service or maintain airport facilities.

SECTION 7. MISUSE OF TENANT PARKING.

No person may drive any vehicle into or upon any parking lot leased or controlled by or assigned to an airport tenant except in the cause of doing business with that tenant or in the course of duty as an employee or agent of that tenant or as necessary to service or patrol such facility or as necessary to gain access to any adjacent facility when no other reasonable access exists and such access has been authorized by such tenant.

SECTION 8. OBSTRUCTING DRIVEWAYS.

No person may stop, stand or park in such a manner as to block the entrance or exit of any parking lot or driveway.

SECTION 9. PARKING RESTRICTED.

No person shall park any vehicle nor shall any vehicle be parked in any public area of airport property except at a place and in a manner expressly authorized by the Director of Aviation or as directed by a police officer or by official posted signs or markings.

SECTION 10. HANDICAP PARKING AND WALKWAY AREAS.

No person shall park a vehicle in spaces reserved for handicapped parking which are properly marked and identified with posted signs, unless such vehicles have official handicap license plates and/or handicap stickers; nor shall any person park, stand or otherwise block the handicap curb cut-a-ways and pathways designed for wheelchair passage.

SECTION 11. PARKING IN FIRELANES.

No person shall park a vehicle in any properly marked and identified fire lanes, nor park so as to block access to fire hydrants.

SECTION 12. LOADING AND UNLOADING ZONES.

No person shall park a vehicle for any period of time in excess of the posted time limits at the loading and unloading parking spaces provided in front of the passenger terminal building for the loading and unloading of passengers, baggage and air freight.

SECTION 13. PAID PARKING LOT.

No person shall depart the airport paid parking lot in their vehicle without first having paid the proper amount of parking fees assessed for the length of time parked. No person shall willfully damage, force or tamper with parking lot gate mechanisms or equipment. No person shall remove vehicles from the paid parking lot without proper credentials and/or approval of the vehicle owner and without the approval of the Director of Aviation.

SECTION 14. OBSTRUCTING LAWFUL IMPOUNDMENT.

No person may by physical obstruction or the use of force interfere with the lawful process of impoundment of any aircraft or vehicle.

SECTION 15. TAMPERING WITH LAWFUL IMPOUNDMENT.

No person may be in, tamper with, damage, operate or open any vehicle or aircraft under lawful impoundment.

SECTION 16. TAMPERING WITH IMPOUNDMENT DEVICE.

No person may open, cut, damage, or tamper with any lock, chain, cable, fence or gate or other device used in the impoundment of vehicles or aircraft.

SECTION 17. IMPOUNDMENT FOR PARKING.

Any vehicle upon airport property parked in violation of this Article 1 of Chapter 1½ may be impounded and removed to a place of impoundment by any police officer.

SECTION 18. GROUND TRANSPORTATION.

No carriers for hire, buses or courtesy vehicles shall load or unload passengers at the airport at any places other than those designated by the Director of Aviation, or as posted on applicable signs.

**ARTICLE VIII. OBLIGATIONS AND PRIVILEGES OF FIRMS, COMPANIES,
CORPORATIONS OR INDIVIDUALS RENTING HANGARS, T-HANGARS,
TIE-DOWNS AND COVERED PARKING SPACES OWNED BY
THE CITY OF KILLEEN.**

SECTION 1. NECESSITY.

The City of Killeen has deemed it necessary to set certain standards, which shall be rigidly enforced, connected with the leasing of hangars, T-Hangars and tie-downs to firms, companies, corporations or individuals. These standards are not intended to inflict hardships on any lessee. T-Hangars and tie-down spaces are provided solely for airport users and tenants to shelter and park their aircraft. In the event of violation of any of these standards, the violator will be asked to correct the infractions immediately. Failure to correct any violations will result in requiring the lessee to vacate the leased premises within thirty (30) days of written notice from the Director of Aviation.

The following sections of privileges, obligations and prohibited operations have been adopted for the purpose of providing an orderly and sound growth of the airport, and for the security, safety and convenience of all concerned. These standards do not negate any other provisions of this Article 1 of Chapter 1½.

SECTION 2. PRIVILEGES.

Tenant may:

- a. Store, park, or tie down aircraft owned/operated/controlled by lessee only in a T-Hangar or tie-down space leased by the lessee for the aircraft specified in the lease agreement.
- b. Lubricate, drain oil and perform maintenance in their own T-Hangar, on their own aircraft which is specified in the lease agreement.
- c. Store lubricating oil in properly sealed containers for tenants' own use, but not for sale.
- d. Store minor tools and equipment incidental to maintenance of the aircraft for which the T-Hangar is leased.
- e. Polish or clean, but not wash, aircraft in a T-Hangar if solvents are not used.
- f. Park their automobiles inside T-Hangars, when not occupied by aircraft, when lessee is on an extended trip.
- g. Wash their aircraft at no charge to the tenant, but only in designated wash areas.

SECTION 3. OBLIGATIONS.

- a. Extinguish all lights and disconnect any electrical appliance when leaving a T-Hangar.
- b. Close and secure doors and gates when leaving the airport.
- c. Keep hangar in a clean condition and free of all fire hazards.
- d. Promptly report any malfunctioning doors or hangar equipment owned by the City of Killeen to the Director of Aviation.
- e. Be responsible for the placement of their aircraft in a T-Hangar or securing their aircraft at the tie-down spaces by setting the aircraft's brakes, chocking the main and nose wheels and properly tying down the aircraft at the wings and tail.

SECTION 4. PROHIBITIONS.

Tenants may not:

- a. Leave any portion of an unattended aircraft protruding from the hangars.
- b. Spray paints or cleaning liquids (except aerosol products), nor use sand blasters in T-Hangars or on T-Hangar access ramps.

- c. Use heating devices, oil warming devices, or permit unprotected light bulbs on drop cords in T-Hangars.
- d. Store waste oil, gasoline or other flammable materials except those materials contained in the aircraft fuel system.
- e. Build any additions or alter T-Hangars without receiving written permission from the Director, and making such alterations under the direct supervision of the Director or his designee.
- f. Sublet, loan, or permit joint-use operations on any portion of any leased T-Hangar or tie-down to any other party, without receiving written permission from the Director; and then only under the guideline approved by the City Council.
- g. Conduct or permit commercial activities of any kind in leased T-Hangars.
- h. Leave an unattended aircraft which blocks the taxiway and ramp access to the T-Hangar and tie-down areas.
- i. Run up or ground test any aircraft on the T-Hangar access ramps, nor situate any aircraft in a position which would direct wake turbulence into the T-Hangar, or start, run up or ground test any aircraft within a hangar.
- j. Store non-aviation products, goods, materials, junk or equipment in a T-Hangar.
- k. Store mobile homes, automobiles, boats or trailers in a T-Hangar.
- l. Keep any electrical appliance needing continuous electricity in a T-Hangar.

ARTICLE IX. AIR OPERATIONS SECURITY.

RESERVED for future inclusion.

ARTICLE X. SCHEDULE OF CHARGES.

SECTION 1. RATES SET BY CITY COUNCIL.

All fees and charges for space rental, hangars, improved and unimproved land use, fuel flow fees, landing fees, parking lot fees, tie-down fees and overnight aircraft parking fees shall be set by resolution of the City Council and reviewed periodically at its descretion.

SECTION 2. RATES SET BY DIRECTOR OF AVIATION.

The Director of Aviation is delegated authority to establish fees for advertisement signs, courtesy telephones, copy reproduction, employee parking stickers, and reimbursables for minor damages to airport property based on actual costs of replacement or repair.

SECTION 3. PAYMENT OF CHARGES.

- a. All billings are payable upon presentation unless otherwise noted thereon.
- b. All percentages of gross income charges are payable within thirty (30) days of the end of the accounting period unless otherwise stipulated in writing.
- c. Payments for space rental, hangars and land use are payable in advance, on or before the tenth (10th) day of each month in which due.
- d. Payments for landing fees are payable on or before the tenth (10th) day of the month following the month in which landings occur.

SECTION 4. LATE PAYMENT PENALTIES.

A late payment penalty of five percent (5%) of the billing statement shall be assessed on any payment made after the tenth (10th) day of the month in which due. This penalty shall increase to ten percent (10%) of the billing statement if payment is made after the last day of the month in which payment was due.

SECTION 5. DEFAULT OF PAYMENT.

Any default in the payment of rental fees and charges, or any part thereof, and such default shall continue for thirty (30) days after written notice by the Director of Aviation to the payor to pay, then the Director shall, without further notice, have the right to re-enter the leased premises to remove the defaulting payor and to repossess the premises.

SECTION 6. CHARGES FOR OFFBASE OPERATORS USING THE KILLEEN MUNICIPAL AIRPORT.

Operators located on private property adjacent to the airport who wish to gain ground access to and use of the airport in pursuit of their operations shall be charged rents and fees equal to that received from similar activities located on the airport, and in accordance with a contract approved by the City Council, and the Federal Aviation Administration.

ARTICLE XI. PENALTIES AND COMPLIANCE.

SECTION 1. DENIAL OF ACCESS.

In addition to penalties otherwise provided, any person in violation of this Article 1 of Chapter 1½ or otherwise refusing to comply therewith or who is committing or about to commit a breach of the peace may be promptly denied further use of the airport. It shall be unlawful and an offense for any such person to remain on airport property after receiving notice to vacate, orally or in writing, from any airport supervisory employee or any police officer.

SECTION 2. PENALTY PROVIDED.

Any person, firm, corporation, association or partnership who violates any of the provisions of the Killeen Municipal Airport Rules and Regulations, adopted and incorporated herein, shall be guilty of a misdemeanor and, upon conviction, shall be fined in an amount not less than \$1.00 nor more than \$200.00. Each violation shall be considered a separate offense and each day a violation continues shall constitute a separate and distinct offense and shall be punishable as such. Such penalty or penalties shall be cumulative rather than exclusive of any other remedy which the city may seek to use to enforce the provisions of this Article 1 of Chapter 1½.

ARTICLE XII. LAWS, ORDINANCES AND SEVERABILITY.

SECTION 1. CATCHLINES OF SECTIONS.

Catchlines of the sections of this Article 1 of Chapter 1½ are intended as mere catchwords to indicate the general contents of the sections, and for index and search convenience, and shall not be taken or deemed to be titles, nor shall same be construed as substantive parts of sections.

SECTION 2. SEVERABILITY.

This Article 1 of Chapter 1½ is not intended to contradict or inhibit the application of any provision of federal or state laws or regulations. If any section, paragraph, subdivision, clause, phrase, or provision of this Article 1 of Chapter 1½ shall be adjudged invalid or be held unconstitutional, the same shall not effect the validity of this Article 1 of Chapter 1½ as a whole or any part or provision thereof other than the part so decided to be invalid or unconstitutional.