

**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 Skydive Addiction, LLC, d.b.a. "Skydive Killeen", hereinafter referred to as "Tenant".

**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 1517 Stonetree Drive, Killeen, Texas, 76543: 2,427.23 sq. ft. for the purpose of office space, garage, kitchen, restroom, and storage in the old fire department building 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 activities of a commercial skydiving operator to include parachute rigging and classroom activities. These activities are defined by the Skylark Field Rules & Regulations (Exhibit C), and Standard Operating Procedures-Skydive Operations at Skylark Field (Exhibit F) but of which are attached hereto and incorporated herein.
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 aviation business 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 one set of keys, at no initial cost to Tenant, to the Tenant's designated Manager who shall be responsible for safekeeping of such keys. Tenant will be authorized to make multiple copies of keys at their own cost. Lost key replacement will be charged to Tenant in accordance with the Rents and Fees Schedule depicted on Exhibit B, attached hereto and incorporated herein.
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 two (2) aircraft parking spots near the building specified in Article I for storage of aircraft owned, operated, or otherwise controlled by the Tenant which is outlined on Exhibit "D" attached hereto and incorporated herein. 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. If reasonably feasible, Airport agrees to provide at least five business days' notice of such changes. If a proposed change in location is unacceptable to the Tenant, in its reasonable discretion, then Airport and Tenant agree to find a suitable and mutually acceptable location within five business days of the Tenant's notice to the Airport that the proposed relocation is unacceptable.

9. The Airport will provide viewing space in front of the leased premises, to be determined by the airport operations manager as outlined in Exhibit "E" attached hereto and incorporated herein.
10. Except as indicated in Article IV, Par 1, the Airport is responsible for the maintenance and repair of the exterior of the Leased Premises, and all plumbing located underground or under the floor of the building.

#### **ARTICLE IV** **Obligations of the Tenant**

1. Tenant accepts the Leased Premises 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. Except as may be otherwise authorized herein, 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 that it shall not engage in any business or activity within the confines of Skylark Field other than those expressly authorized by this Lease

agreement.

6. Tenant shall operate the Leased Premises without cost to the Airport, and will maintain all equipment, appliances and furnishings therein.
7. Tenant agrees that 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, regulations, and City ordinances.
9. Upon vacating, Tenant shall leave the Leased Premises in as good condition and substantially as they were, 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 Inspections 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 (electric and water) and shall be responsible for said utility charges; gas billing shall be added to existing airfield utility account, tenant will be charged a monthly utility surcharge for this purpose as outlined in Exhibit "B".
12. Tenant agrees it will not store any equipment or supplies on the ramp area or any other area outside of the Leased Premises. 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.
13. 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 two (2) aircraft parking spaces that are provided as part of this lease agreement as specified in Article III, Section 8 (EXHIBIT "D").
14. Tenant shall provide the service described in Article II and be open to the public for a minimum, at least 12 hours (8am-8pm) each weekend day (Saturday and Sunday) during the term of this lease agreement; with the option for 7 days/week service; including holidays and throughout the lunch period with the pre-approval of The Executive Director of Aviation. The Executive Director of

Aviation, or his designated representative, may approve exceptions to these minimum operation hours for appropriately justified, reasonable occasions upon written request. Normal hours of operation and information concerning after hours points of contact and phone numbers will be posted on or near the entrance door of the leased premises.

15. Tenant will provide appropriate signage on at least the east side of the Leased Premises that clearly identifies the nature and availability of Tenant's commercial business. Such signage, to include the method of attachment to the building must be approved by the Airport's Executive Director of Aviation before installation.
16. 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 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, reasonable attorneys' fees, 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.
17. Tenant shall be responsible for maintenance (cutting, trimming, and edging) of grass, trees, bushes, and other landscaping within 20 feet of the leased building.

**ARTICLE V**  
**Terms of**  
**Agreement**

1. The Airport hereby grants unto the said Tenant, for a period of five (5) years beginning October 1, 2022 and ending September 30, 2027, the right to operate commercial aeronautical activities of a commercial skydiving operator to include parachute rigging and classroom activities, 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. Hold over monthly lease rates will be as specified Article VI, Par 3. 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 in advance on or before the first day of each month and every month during the term of this Lease. 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, Tenant will have the option to extend the term of the lease agreement for up to two (2) successive two (2) year terms under the terms and fees as set by Airport, providing Tenant gives notice of its option at least ninety (90) days prior to the termination date hereof.

**ARTICLE VI**  
**Rentals, Fees, and**  
**Accounting Records**

1. Beginning, October 1, 2022, Tenant shall pay to the Airport, \$801.00 per month for the Leased Premises in accordance with the fee schedule described in Exhibit "B" each and every month for the initial term (Year 1: October 1, 2022 to September 30, 2023) of the lease agreement, and subject to increase for a subsequent term (Year 2-5: October 1, 2023 to September 30, 2027).
2. A late fee of five percent (5%) of the total amount due will be assessed to the Tenant if payments prescribed in Paragraph 1 above are not received in the administrative offices of the Executive Director of Aviation, or the Skylark Field office, by the first day of each month. An additional five percent (5%) of the outstanding amount will be assessed each month that all or a portion of the Tenant's obligations remain unpaid. Obligations unpaid more than sixty days after the prescribed due dates will be cause of considering the payment(s) in default of this Lease.
3. 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.

4. Tenant shall maintain a security bond, deposit, or other financial assurance acceptable to the Airport in the amount of \$5,000.00 for the term of this Lease. Tenant shall forfeit said assurance if it is determined to be in default as described in Article XI of this Lease; provided that Airport shall provide a written report to Tenant of the events giving rise to such default and the costs incurred or to be incurred by Airport to remedy such default.
5. The airport will review the base rental rates prior to the subsequent term indicated in paragraph 1, and the Executive Director of Aviation reserves the right to adjust the base rental rate for the subsequent term based upon rates and fees established for tenants at Skylark, as well as similar facilities in the state of Texas.

**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 this lease 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 terminate this Lease and the privileges herein and hold the same as if said Lease had never been made or issued.

**ARTICLE IX**  
**Indemnification**  
**and Insurance**

1. Without limiting Tenant's obligation to indemnify the Airport, 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	\$ 500,000 per occurrence
Bodily Injury	\$1,000,000 aggregate
Property Damage	\$ 500,000 per occurrence
	\$1,000,000 aggregate



Products & Completed Operations Liability

Bodily Injury	\$ 500,000 per occurrence \$1,000,000 aggregate
Property Damage	\$ 500,000 per occurrence \$1,000,000 aggregate

Hangar Keepers Liability	\$ 500,000 per aircraft \$ 1,000,000 per occurrence
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Aircraft Liability

Bodily Injury	\$ 500,000 per occurrence
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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; Additionally, 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.

The Airport reserves the right to increase the minimum required insurance in an amount and type not to exceed coverage required at comparable airports to be effective thirty (30) days after notice is sent to the address provided herein.

2. The Airport and the Tenant shall be liable for their own acts of negligence, and each agrees to indemnify the other, to the extent allowed by law, for any losses, damages, costs, or expenses, including reasonable attorney fees and litigation expenses, paid, or sustained by reason of the sole negligence of the indemnifying party.
3. The Tenant shall 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, and shall pay all reasonable expenses in defending any claims against the city. Similarly, Airport shall hold Tenant harmless, to the extent allowed by law, 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 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 Indemnity:

- 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 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 legal 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, to the extent allowed by law, 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 affects 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 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. Tenant agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Airport as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
- 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 the extent allowed by law, to indemnify and hold Tenant harmless from any and all claims, demands, costs (including reasonable 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 indemnify and hold harmless Airport and other tenants from any and all claims, demands, costs (including reasonable attorneys fees), 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, 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. Airport may require Tenant to pay (and Tenant agrees that it shall pay) all out-of-pocket costs and expenses incurred by Airport as a result (directly or indirectly) of the Event of Default and/or of Tenant's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, repair, reconditioning or disposition of the Leased Premises and any equipment associated with such agreement;
  - 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. In any legal proceedings under this Lease, the successful party shall be reimbursed by the other party for costs, expenses and reasonable attorney's fees which shall be incurred in such proceedings.
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 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 Scott Maschek, Skydive Addiction, LLC, 15771 South IH35, Salado TX, 76571. 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 (Exhibit "C") now in effect 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.

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.
8. Tenant may establish and utilize other d/b/a (doing business as) names as appropriate as long as those names are provided in writing to the Executive Director of Aviation prior to the use of such names in signage or advertising applicable to this business location.

IN WITNESS WHEREOF, the parties have executed this Lease on this \_\_\_\_ day of, 2022.

ATTEST:

CITY OF KILLEEN:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Kent Cagle  
City Manager



ATTEST:

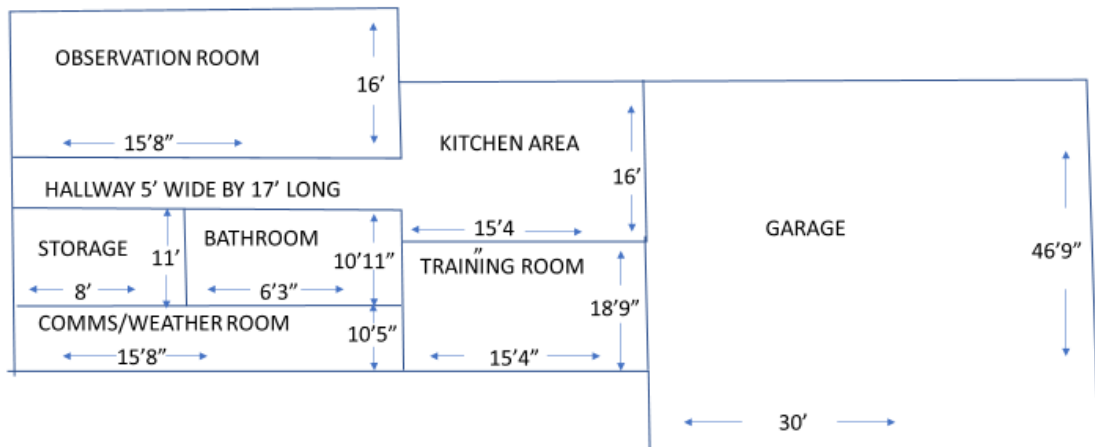
SKYDIVE ADDICTION, LLC

*Scott Maschek*

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Scott Maschek  
Owner

# EXHIBIT "A"



SKYLARK FIREHOUSE **NOT TO SCALE; THE COMMS/WEATHER ROOM IS A LIMITED ACCESS AREA**

**City of Killeen and Skydive Addiction, LLC  
d/b/a Skydive Killeen  
Rents and Fees  
Schedule**

**EXHIBIT B**

BASIC RENT-Initial Term (Year 1)

(1517 Stonetree Dr)  
2,427.23 sq. ft. @ \$.33 per sq. ft.                      \$801.00 per month

Monthly utility surcharge (gas only)                      \$40.00 per month

**TL Basic Rent (Initial Term)                      \$841.00 per month**

\*Tenant shall be responsible for procuring its own utility services (electric and water) and shall be responsible for said utility charges.

BASIC RENT-Subsequent Term (Year 2-5)

\*Subject to increase for subsequent term (Year 2-5: October 1, 2023 to September 30, 2027).

SUNDRY CHARGES

Key replacement \*\*                      \$15.00

Additional Aircraft Tie-down spaces \*\*                      \$35.00 per month

LATE PAYMENT PENALTY

Late payment penalties shall be assessed on the total monthly payment:

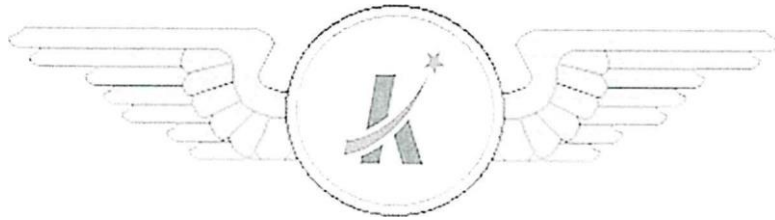
5% of total monthly fees if paid after the first day of the month.

\*\* Subject to annual review

Skylark Field  
Rules and Regulations

EXHIBIT C


# SKYLARK FIELD



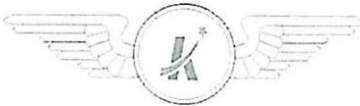
## RULES AND REGULATIONS

KILLEEN TEXAS

October 2018



Ronald L. Olson  
City Manager



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Skylark Field  
Rules and Regulations

# **SECTION 1**

## **GENERAL RULES**

## SECTION 1 - GENERAL RULES

### **GR-1 USE OF AIRPORT RESTRICTED**

No person, firm, association, corporation or entity, incorporated or otherwise, shall use the Skylark Field for any commercial activity, unless approved by a written agreement from the City Council or its duly authorized agent.

### **GR-2 RULES AND REGULATIONS FOR AIRPORT**

The rules and regulations contained herein shall be observed in the use, operation, and conduct of the Skylark Field. All persons on any part of the property comprising the airport shall be governed by the regulations prescribed herein and instructions of the Executive Director of Aviation relative to the use of any part of the airport. These regulations are subject to amendment.

### **GR-3 DEFINITIONS**

Section 5 of these Rules and Regulations contains definitions of terms commonly used in Rules and Regulations and in the Minimum Standards for Skylark Field. These definitions are subject to review and possible modifications from time-to-time. The City of Killeen reserves the right to delete or change the definitions when deemed necessary or prudent.

### **GR-4 AUTHORITY**

These Rules and Regulations are promulgated and implemented by City Manager of the City of Killeen for the use, operation, and conduct of the Skylark Field under the authority of City Council.

### **GR-5 APPLICABILITY**

These Rules and Regulations apply to all users of Skylark Field.

### **GR-6 KNOWLEDGE OF RULES IMPLIED**

By publication of these rules and regulations, as required by law, all users of the Skylark Field will be deemed to have knowledge of its contents. Copies of these Rules and Regulations will be available at all times in the Executive Director of Aviation or Designee's office and the Skylark Field Aviation office.

### **GR-7 CONFLICT OF RULES**

When there is conflict between these and the Federal Aviation Administration traffic rules, the Federal Aviation Administration rules prevail.

### **GR-8 SECURITY**

All users of the Skylark Field shall be aware of general airport security and safety measures and take proper precautions at all times:

- A. All suspicious and unauthorized activities shall be reported immediately to the Executive Director of Aviation or Designee, the Skylark Field Aviation office, Killeen Police, or the Department of Public Safety.



B. Persons who have been provided either a code or device for the purpose of obtaining access to the secured portions of the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Executive Director of Aviation.

#### **GR-9 AUTHORITY OF EXECUTIVE DIRECTOR OF AVIATION OR DESIGNEE TO SUSPEND OR RESTRICT OPERATIONS**

The Executive Director of Aviation or Designee may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety and will provide notice of such action as is reasonable and necessary.

#### **GR-10 SAFEGUARD OF PERSONS AND PROPERTY**

The Executive Director of Aviation shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

#### **GR-11 FIRE REGULATIONS**

A. Every person going upon or using the airport or its facilities in any manner shall abide by the City of Killeen's adopted Fire Code and shall exercise the greatest care and caution to avoid and prevent fire.

B. Smoking or any open flame is prohibited within 50 feet of any aircraft, fuel truck, fuel storage tank or building.

C. Compressed or inflammable gas, NOT ordinarily used for aviation purposes, shall not be kept or stored upon the Airport, except in places designated by the Executive Director of Aviation or Designee.

D. No flammable substances shall be used inside a hangar or other building without ample ventilation.

E. No person shall smoke, or otherwise ignite a match or lighter for the purpose of smoking in any building, except in designated smoking areas.

F. Hangar entrances shall be kept clear at all times.

G. The floors in all buildings shall be kept clean and free from oil. Volatile, flammable substances shall NOT be used for cleaning floors.

#### **GR-12 NON-LIABILITY OF CITY**

All persons entering the Skylark Field, or using the Skylark Field for any purpose, shall do so at their own risk, and shall hold the City of Killeen harmless for and on account of any injury or damage to person or property suffered thereby. Such persons shall be bound by and obey all the rules and regulations concerning and pertaining to said airport.

#### **GR-13 RESTRICTED AREA**

A. The City of Killeen may designate certain areas on the airport as restricted; such restricted areas must be approved by the Executive Director of Aviation, and will be identified by signs or other means to clearly delineate the areas.

B. Persons Who May Enter Restricted Area. No unauthorized individual shall enter the Airport restricted area without permission of the Executive Director of Aviation or Designee or an invited visitor of an Airport lessee person. Employees or invited visitors are the responsibility of their sponsor for compliance with all airport rules and regulations.

#### **GR-14 UNAUTHORIZED SIGNS AND STRUCTURES**

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 Killeen or by special permission of the Director of Aviation or Designee. All signs and structures must comply with all federal, state, and City ordinances and regulations. The proposed owner of a sign or structure must have appropriate approval of other City departments or Boards and Commissions where required.

### **GR-15 REGISTRATION OF PERSONS AND AIRCRAFT**

Identification numbers on all aircraft based at the Skylark Field shall be registered by the owner(s) of the aircraft at the office of the Executive Director of Aviation or Designee with either a properly executed lease agreement with the City for a hangar space or a tie down space, or a properly executed airport tenant agreement if the aircraft occupies space sub-leased or provided, with or without a fee or charge, by a primary airport ground or facilities lessee. It shall be the responsibility of the primary lessee to provide the necessary information for the proper execution of the airport tenant agreement.

### **GR-16 LIABILITY FOR DAMAGE TO AIRPORT**

Any person, corporate or individual, and the owner of any aircraft causing damage of any kind to the airport, whether through violation of any of these rules or through any act of negligence, or by accident, shall be liable for the total cost of the damage and any related expense.

### **GR-17 REPORTING DAMAGE TO AIRPORT EQUIPMENT AND OR FACILITIES**

Any person damaging any airport equipment and or facilities shall immediately report such damage to the Executive Director of Aviation or Designee.

### **GR-18 CONTROL OF FOREIGN OBJECTS, DEBRIS, LITTER**

Foreign Object Debris (FOD) is any substance, debris, or article alien to an aircraft, vehicle, or system which could potentially cause damage to that equipment. Thus:

- A. All users of Skylark Field shall endeavor to keep all aircraft operations areas clear of glass, cans, scrap, nuts, bolts, nails, debris and foreign objects so as to avoid or reduce possible damage to aircraft. Users are encouraged to pick up such foreign objects when observed and place them in a trash receptacle, or report the presence of such material to the Skylark Field Aviation office.
- B. No person shall place, dispose or deposit in any manner, trash, garbage or refuse in or upon airport property except at such places and under such conditions as the Executive Director may prescribe. No person shall keep uncovered trash containers. Areas to be used for trash or garbage containers shall be designated by the Executive Director, and no other areas shall be used. Such areas shall be kept clean and sanitary at all times.
- C. No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a privately owned, rented, or leased hangar / building, the Executive Director of Aviation shall notify the hangar / building owner, renter or lessee by registered letter to remove the offending litter. If within thirty (30) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Executive Director of Aviation may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

### **GR-19 LIEN FOR CHARGES**

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

B. To enforce the payment of such charge, the Executive Director of Aviation or Designee may retain possession of such personal property until all reasonable, customary and usual compensation have been paid in full.

#### **GR-20 REMOVAL OF UNAUTHORIZED PROPERTY**

The Executive Director of Aviation or Designee may remove from any area of the airport any property, including vehicles and aircraft, which are disabled, abandoned, parked, 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.

#### **GR-21 FREELANCE OPERATORS**

Freelance 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 Skylark Field, 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.

#### **GR-22 INJURY TO PERSON**

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

#### **GR-23 ANIMALS**

No person shall enter the Airport with a dog, cat, or other animal unless the animal is, and remains, restrained by a leash or properly confined as determined by the Executive Director of Aviation.

#### **GR-24 PENALTY FOR VIOLATION**

Any person determined to be in violation of these Rules and Regulations and for refusing to comply therewith, may be ejected from the airport, or may for any period of time not exceeding thirty (30) days be denied access to City owned airport property, including leaseholds thereon, by the Executive Director of Aviation or Designee. Upon determination by the City Manager or Authorized Designee, such person may be deprived of the further use of the airport and its facilities for such period of time as may appear necessary for the protection of life and property.

# **SECTION 2**

## **GROUND OPERATIONS**

Skylark Field Rules and Regulations  
Ground Operations

**SECTION 2 - GROUND OPERATIONS**

**GO-1 GENERAL**

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

- A. All vehicular traffic shall be confined to avenues of passage designated and provided for that purpose by the Executive Director of Aviation or Designee and shall comply with posted signs on the airport.
- B. Private vehicles shall not operate on the runway(s) or taxiway(s) unless specifically authorized by the Executive Director of Aviation or Designee.
- C. The ramp area is restricted to aircraft, fuel trucks, and Airport maintenance / operations vehicles only, except for tenants proceeding to assigned tie-downs occupied by their owned aircraft.
- D. All vehicles shall yield right of way to aircraft in motion and emergency vehicles.
- E. All fire lanes are to be kept clear.
- F. All taxiways and taxi lanes are to be kept clear.
- G. Parking on ramp, taxiways, or runway is prohibited.
- H. Tenants, patrons, and visitors are to park only in designated areas.
- I. All vehicles entering or exiting an operating airside automated vehicle access gate shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of any other vehicle.

**GO-2 RULES OF OPERATION**

Only vehicles authorized by the Executive Director of Aviation or Designee may operate on the runway, taxiways, runway safety area, or taxiway safety area.

- A. Speed limits shall not exceed 15 miles per hour on the ramps, aprons, or in aircraft parking and hangar areas; except emergency vehicles.
- B. No person shall operate a motor vehicle within the safety areas of the runway or any taxiway without the express approval of the Executive Director of Aviation.
- C. Emergency conditions existing on the airport will not negate any existing regulations.
- D. All vehicles authorized to operate on the Airport runways or taxiways must:
  - (1) Be equipped with functioning two-way radio and either be in communication with or able to monitor the published Common Traffic Advisory Frequency;
  - (2) Have the ability to communicate with aircraft via two-way aviation radio; and
  - (3) Display a rotating beacon or strobe which complies with FAA Advisory Circular 150/5210 (current version); or,
  - (4) If not compliant with GO-2.D (1)-(3), must be accompanied by and under the control of another vehicle that is compliant with those requirements.

**GO-3 FUELING OF AIRCRAFT**

## Skylark Field Rules and Regulations Ground Operations

The following shall apply to all fueling activity on the Airport property:

- A. All aviation fuels shall be sold to the public by the City of Killeen.
- B. All fueling and defueling of aircraft shall be conducted in accordance with National Fire Protection Association, Inc., NFPA Manual 407, "Aircraft Fuel Servicing" (current edition).
- C. Aircraft shall not be fueled when an engine is running or while in a hangar or other enclosed place; except emergency services helicopters requiring a quick-turn-around may be fueled with the aircraft engine idling, at the discretion of the Executive Director of Aviation (or Designee) and the pilot. No passengers are to be inside the helicopter during "hot" refueling.
- D. Prior to dispensing any fuel, all aircraft shall be bonded to either the fuel truck or the self-service point as applicable. All hoses, funnels, and apparatus used in fueling and defueling operations shall be equipped with a bonding cable to reduce the potential of a static electrical spark and prevent ignition of volatile aviation fuels.
- E. Fueling of aircraft or fuel trucks is prohibited during thunderstorm activity.
- F. Individuals fueling their aircraft with automobile gasoline shall follow all safety precautions of fueling using approved safety containers. Storage of automobile fuel in hanger is approved provided:
  - a. Fuel is stored in DOT-approved storage containers;
  - b. The quantity of the fuel does not exceed fifteen (15) gallons;
  - c. The fuel is used solely for aviation purposes.
- G. 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.
- H. No person shall operate any radio transmitter or receiver or switch electrical appliances on or off in an aircraft during fueling or defueling operations.
- I. A fire extinguisher meeting the requirements of NFPA 407 (current edition) shall be within ready reach of all persons engaged in the fueling or defueling of aircraft.
- J. 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 office as soon as possible.

### **GO-4 TIE-DOWN OF AIRCRAFT**

- A. All un-hangared aircraft shall be tied down, and secured at night and during inclement weather.
- B. The aircraft owner or his/her agent is responsible for the secure tie-down and security of his/her aircraft at all times, and particularly during inclement weather.

### **GO-5 PARKING AIRCRAFT**

- A. All un-hangared aircraft shall be parked only on marked tie-down spaces. Owners or operators of the

## Skylark Field Rules and Regulations Ground Operations

aircraft shall register at the Airport Operations Office on Skylark Field within 48 hours of initial arrival for assignment of a designated tie-down space and completion of a parking agreement or lease agreement as applicable.

- B. Aircraft shall not be parked in such a manner as to hinder the normal movement of other traffic unless specifically authorized by the Executive Director of Aviation or Designee as an emergency measure.
- C. It is the responsibility of the pilot when leaving an unattended or un-hangared parked aircraft to ensure the aircraft is properly chocked and / or tied down.
- D. Any aircraft parked on any portion of the ramp over 30 days shall be on a lease with the airport authority and pay the appropriate fees.
- E. Operators of unattended aircraft are responsible to remove the ignition keys and / or otherwise lock the controls of the aircraft to prohibit the ability for an unauthorized individual to operate the aircraft. Operators are encouraged to use additional secondary locking devices on aircraft left overnight and for extended periods of time.

### **GO-6 STARTING AIRCRAFT ENGINES**

- A. No person shall start, warm-up, run-up, test, or accelerate the engine of any aircraft except in a place reasonable for such purpose. No engine shall be started or run unless a competent operator is at the controls of the aircraft; and, no engine shall be started or run inside any building.
- B. If an aircraft must be "propped" for engine start, the engine shall not be started in an aircraft until and unless the wheels have been set with chocks attached to ropes or other suitable means for removing the chocks and, the operation is monitored by a safety observer.
- C. At no time will engines be run-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 rotor blast of the aircraft being run-up.
- D. No engine shall be started unless and until the operator shouts an audible "CLEAR" before beginning engine start.
- E. No airplane will be propped or left running without qualified personnel at the controls.

### **GO-7 TAXIING AIRCRAFT 1 HELICOPTERS**

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.

- A. No aircraft equipped with an anti-collision beacon shall begin to safely taxi before the beacon has been activated.
- B. Every aircraft shall be taxied at a safe and reasonable speed and in such a manner as to be under the control of the operator at all times. No aircraft upon a ramp or apron shall be taxied at a speed greater than 15 miles per hour.
- C. Aircraft shall not taxi onto the runway from a taxiway whenever there is another aircraft on final

## Skylark Field Rules and Regulations Ground Operations

approach to land and less than one mile from the landing threshold, or whenever another aircraft is on the runway in take-off position.

- D. Taxiing of aircraft by engine power into or out of hangars is prohibited.
- E. Helicopter Hovering. Hover taxiing of helicopters is prohibited within 100 feet of any building or parked airplanes.

### **GO-8 REPAIRS TO AIRCRAFT**

- A. No aircraft shall be repaired on any part of the landing or take-off area, and all repairs shall be made at the places designated by the Executive Director of Aviation or Designee for such purpose.
- B. No commercial-type spray painting shall be conducted on the airport unless a negative air pressure filtered paint booth is used to collect paint overspray. Use of aerosol can sprayers by operators for "touch-up" or spot painting is acceptable.

### **GO-9 AIRCRAFT WASHING**

Aircraft washing shall be accomplished only in designated areas and with approval of the Executive Directive of Aviation or Designee.

- A. Only airport tenants may wash their aircraft on the airport. This privilege does not extend to vehicles or other forms of transportation.
- B. User shall clean the wash area of debris or cleaning equipment immediately following aircraft wash.
- C. User shall provide own hose with a nozzle adapter to restrict free flow of water.
- D. User shall only use non-toxic forms of detergent.
- E. Airport reserves the right to cease any aircraft washing privileges at any time.



# **SECTION 3**

## **AERONAUTICAL OPERATIONS**

Skylark Field Rules and Regulations  
Aeronautical Operations

SECTION 3 - AERONAUTICAL OPERATIONS

**AO-1 USE OF RUNWAY AND TAXIWAY PAVED SURFACES**

- A. No person shall land an airplane 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.
- B. Helicopters shall not make an approach directly to an occupied parking apron or taxi lane. Helicopters shall not overfly aircraft on taxiways or taxilanes below 300 feet AGL during take-off or landing.
- C. All aeronautical activities at the Airport shall be conducted in conformity with current regulations of the Federal Aviation Administration and the City of Killeen.

**AO-2 PILOT AND AIRCRAFT TO BE LICENSED**

- A. Only aircraft and airmen licensed by the Federal Aviation Administration shall operate on Skylark Field; this limitation shall not apply to students in training under supervision of licensed instructors nor to public aircraft of the federal government or of a state: territory, or political subdivision thereof or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft.
- B. Ultralight aircraft which qualify under 14 CFR Part 103 shall operate in accordance with that Part.
- C. Fixed Base Operators shall register their aircraft and all aircraft based at their facilities with the Executive Director's office prior to beginning operations. Any change in the ownership will require a change in the registration.

**AO-3 TAKE-OFF, LANDING, FLYING RULES, AND PROCEDURES**

- A. Any aircraft arriving, departing, or operating on the Airport shall be equipped with a functioning two-way radio capable of communicating with Skylark Unicom, CTAF, and other aircraft, unless prior arrangements have been made with the Executive Director of Aviation, or, an emergency condition exists.
- B. Reporting of Traffic Intentions.
  - 1. Pilots shall use AWOS or the wind cone to determine the favored runway and shall monitor and communicate on CTAF to determine which if any runway is in use by other aircraft. Pilots shall announce their position and intentions on the CTAF.
  - 2. Any weather or runway information provided to pilots by Skylark Field UNICOM is advisory in nature and the decision as to which runway to use is at the sole discretion of the pilot.
  - 3. Established aircraft in the traffic pattern have priority over another aircraft intending use a different direction of traffic unless an emergency exists. Pilots desiring to change the flow of existing traffic shall coordinate the change with other pilots on the CTAF.

Skylark Field Rules and Regulations  
Aeronautical Operations

- C. Take-offs. No aircraft shall take off between or over hangars or other structures, over automobile parking areas, or groups of spectators.
- D. Airplane take-offs, landings on apron, parking ramp, and grass areas are prohibited.
- E. Touch-and-Go Landings. Touch-and-go landings may be made at the discretion of the pilot.

**AO-4 AIRCRAFT TRAFFIC PATTERNS AND RUNWAY RULES**

Every operator of an aircraft using the airport shall conform to the traffic patterns promulgated by the Executive 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. For VFR operations, the pattern altitude is 800' above ground level (AGL). The VFR traffic pattern shall conform to the pattern as described in the Airman's Information Manual.
- D. Instrument flight (IFR) operations will be in accordance with published FAA approach / departure procedures and clearances issued by Air Traffic Control.
- E. Unless otherwise indicated, aircraft will enter the traffic pattern at the altitude and direction described in current Federal Aviation Administration Advisory Circulars.
- F. Aircraft intending to transition over Skylark Field at less than 2,500 feet MSL are required to transmit its intention on the CTAF and coordinate the crossing with other aircraft.
- G. Prior authorization is required from the Executive Director or Designee for balloons, airships, dirigibles, motorless aircraft, aircraft with a total weight of 50,000 pounds or more, an single wheel configuration airplanes with a weight greater than 17,000 pounds, to land or take off.
- H. Aircraft (either fixed wing or helicopter) conducting Life Flight or other lifesaving operations may deviate from these Traffic Flow regulations as deemed necessary providing they are communicating their intentions on the CTAF.

**AO-5 HELICOPTER OPERATIONS**

- A. Helicopters operating in the Killeen area and on the Airport, shall comply with applicable federal aviation regulations and with all communications procedures established herein.
- B. Helicopters shall at all times maintain clear separation from other traffic and operations. All flight and hover taxi operations shall be conducted with vigilance and shall be conducted at a safe distance from all structures, obstructions, and persons, specifically taking into consideration the effect of downwash and noise.
- C. Hover taxi or flight operations of any kind are strictly prohibited between hangars.

## Skylark Field Rules and Regulations Aeronautical Operations

D. Training/proficiency traffic patterns shall be conducted from and close to Taxiway G at 500' AGL utilizing the west side of the airfield (left traffic for Runway 1; right traffic for Runway 19). Position reports should be announced on the CTAF. Should Taxiway G be in use by airplanes, helicopters may adjust their traffic pattern to touch down and take off from the active runway.

E. No operator of a helicopter with metal skids may practice touch-down auto rotations or run-on landings on any paved surfaces of the airport unless authorized by the Executive Director of Aviation or Designee.

### **AO-6 STUDENT TRAINING AND FAMILIARIZATION**

A. Flight Instructors shall keep themselves informed of all Rules and Regulations in effect at the airport, and shall be sure their students are equally informed.

B. Aircraft shall not be permitted to remain stationary on the runway for the purpose of instructing students. Such instruction will be given off the active runway, and in a location where the aircraft does not present an obstruction to other aircraft operations.

**SECTION 4  
FACILITIES  
AND LEASING**

Skylark Field Rules and Regulations  
Facilities and Leasing

SECTION 4 - FACILITIES AND LEASING

**FL-1 LAND LEASE PROVISION AND RESTRICTIONS**

The following provision/restrictions shall apply to all leased Airport property.

- A. The City may allow for the long-term lease of property on the Airport with the provision that at the end of the lease period, title to all structures, buildings, or hangars erected on the leased property shall revert to the City.
  
- B. Any private structure or hangar not in use for aviation purposes for a period in excess of three (3) months, or not available for rent or sublease for aviation purposes, unless so authorized by the City, must be removed after due notice is given in writing. If not removed, the City will consider such structures or hangars abandoned and possession and control will pass to the City.
  
- C. Leased land from which any building, hangar, or structure is removed after due notice will be cleaned and returned to good condition by the owner of said building, hangar, or structure. Portable and temporary buildings will not be allowed on airport grounds, unless prior permission is obtained from the Executive Director of Aviation or Designee.
  
- D. Leased property on the Airport may be subleased by the lessee, only with approval by the Executive Director of Aviation or Designee, or the City Council if appropriate.
  
- E. The City may lease property within the building areas of the Airport for the private construction of improvements in conformance with the approved Airport Master Plan/Airport Layout Plan.
  
- F. All structures must comply with all City of Killeen adopted building codes and Airport zoning and land-use ordinances.
  
- G. All leased property and all buildings or structures erected on the leased property shall be utilized for aviation related activity only, unless otherwise specifically approved by the City.
  
- H. All leaseholders must comply with applicable requirements of the Airports Minimum Standards.

**FL-2 CITY-OWNED HANGARS**

- A. T-Hangars. T-hangars currently owned by the City may be rented to private individuals, companies or corporations on a month-to-month basis for the storage of aircraft and required aircraft support items. T-Hangar rental rates are approved by the City Council and codified in the City code of Ordinances.
  
- B. The City of Killeen has deemed it necessary to set certain standards 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, park, and maintain 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 Executive Director of Aviation.
  
- C. All tenants shall maintain their leased premises in a condition of repair, cleanliness and general maintenance in a manner agreeable to the Executive Director of Aviation or Designee, in accordance with their individual lease agreements and free from all fire hazards.

## Skylark Field Rules and Regulations Facilities and Leasing

D. Hangars must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by Executive Director of Aviation

1. Aeronautical Purpose is considered to be:
  - a. Storage of active aircraft
  - b. Final assembly of aircraft under construction
  - c. Non-commercial construction of amateur-built or kit-built aircraft
  - d. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of non-operational aircraft
  - e. Storage of aircraft handling equipment
2. After compliance with D. 1. , non-aeronautical items in hangar may be kept in the hangar; however, those items:
  - a. Cannot impede movement of aircraft in and out of hangar
  - b. Cannot displace aeronautical contents of hangar
  - c. Cannot impede access to aircraft or aeronautical equipment
  - d. Cannot have materials used for conduct of non-aeronautical business

The Executive Director of Aviation or Designee has the final decision as to what is permissible.

3. Non-aeronautical use of a hangar may be considered under following conditions:
  - a. Where hangars are otherwise unoccupied and there is no current aviation demand for hangar space
  - b. With the agreement of a Month-to-Month Leasing Plan
  - c. The Tenant must pay fair market value rental rates (not airport rates)
  - d. The Non-aeronautical tenant must vacate with 30 day notice for an aeronautical use
4. Tenants with non-operational aircraft, those undergoing maintenance / restoration, and those constructing kit- or amateur-built aircraft, in accordance with D1.b,c, or d, will need to submit a plan of action and milestones to the Executive Director of Aviation or Designee to show how progress will be made toward making an aircraft active and flyable:
  - a. Airport management will be permitted to view progress is being made toward completion of the project
  - b. If progress has not been made toward the goal of completion, Airport Management will have the final decision if the hangar must be vacated
5. Airport Management / staff and the City Fire Marshal have the right to enter any Airport-owned hangar for the purpose of inspection to ensure compliance with lease provisions, fire safety, or to perform maintenance on the building.

E. Commercial Hangars - Commercial hangars currently constructed and owned by the city may be rented or leased to companies or corporations for the purpose of conducting commercial aviation activities.

F. Living Quarters. No person may make permanent living quarters on Airport. This is not intended to prohibit the establishment of appropriate rest areas for on-duty air ambulance crew members, security personnel, or other reasonable purpose as may be approved by the Executive Director of Aviation or Designee.

G. 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 Executive Director of Aviation or Designee.

## Skylark Field Rules and Regulations Facilities and Leasing

- H. 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 unless:
1. The tenant has an approved hazardous materials cabinet to store the materials;
  2. The hazardous material is labeled appropriately, and the appropriate material safety data are available and displayed;
  3. The hazardous materials storage device has been approved by the Executive Director of Aviation or Designee.
  4. Storage of automobile fuel in hanger is approved provided:
    - a. Fuel is stored in DOT-approved storage containers;
    - b. The quantity of the fuel does not exceed fifteen (15) gallons;
    - c. The fuel is used solely for aviation purposes.
- I. 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.

### **FL-3. COMMERCIAL LEASES**

All commercial operations or activities of any kind that are conducted on Skylark Field are required to comply with the approved Minimum Standards for Commercial and Noncommercial Operators.

### **FL-4. NON-COMMERCIAL LEASES**

Non-commercial leases are prohibited from being used to engage in commercial activity on Skylark Field.

### **FL-5 THROUGH-THE-FENCE OR OFF-AIRPORT OPERATORS USING SKYLARK FIELD**

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.

### **FL-6. 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.

### **FL-7. SCHEDULE OF CHARGES**

- A. Rates Set by City Council

All fees and charges for space rental, hangars, improved and unimproved land use, fuel flow fees, tiedown fees and overnight aircraft parking fees shall be set by the City Council.

- B. Rates Set by Executive Director of Aviation

The Executive Director of Aviation is delegated authority to establish fees for damages to



## Skylark Field Rules and Regulations Facilities and Leasing

airport property based on actual costs of replacement or repair, miscellaneous charges for key and electronic access card deposits / replacement, line services, retail prices of fuel, and aircraft supplies sold to customers.

### C. Payment of Charges.

1. All billings are payable upon presentation unless otherwise noted thereon.
2. Payments for space rental, hangars and land use are payable in advance, on or before the first (1<sup>st</sup>) day of each month.
3. Payments for any applicable landing fees or sundry charges are due within thirty (30) days of invoice.

### D. Late Payment Penalties.

A late payment penalty of five percent (5%) of the total amount due will be assessed for any payment that is not received by the Airport by the established due date. An additional five percent (5%) of the outstanding amount will be assessed each month that all or a portion of the Tenant's obligation remains unpaid.

### E. Default of Payment.

Obligations unpaid after the prescribed due dates will be cause for considering the payment(s) in default of the lease agreement. If tenant is in default in the payment of rental fees and charges, or any part thereof, continuing after written notice in compliance with the applicable lease agreement by the Executive Director of Aviation to the tenant, then the Airport shall, without further notice, have the right to re-enter the leased premises to remove the defaulting payer and to repossess the premises.

### F. Abandonment of Leased Hangars

If no payments are received and no activity is noted in the hangar (e.g., no aircraft in a hangar) for sixty (60) days, and, the tenant has not made notification to the Airport, the hangar will be considered abandoned by the tenant and the Airport may proceed with clearing remaining items in the hangar and leasing the unit to a new customer.

### **FL-8. DENIAL OF ACCESS**

In addition to penalties otherwise provided, any person in violation of these Rules and Regulations or otherwise refusing to comply therewith 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 law enforcement officer.

### **FL-9. FLYING CLUBS**

Flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of the Minimum Standards and these rules and regulations, and must have written authorization from the City to operate from the airport. They shall be exempt from the regular Fixed Base Operator and/or Commercial Operator requirements upon satisfactory fulfillment of the conditions contained herein.

## Skylark Field Rules and Regulations Facilities and Leasing

- A. The club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use. The ownership of the aircraft must be vested in the name of the flying club (or owned proportionately by all of its members).
- B. Flying clubs may not offer or conduct charter, air taxi, or rentals of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.
- C. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport without express written permission from the City of Killeen except that said flying club may sell or exchange its capital equipment.
- D. A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and Rules and Regulations of the airport.
- E. Flying clubs shall furnish the Executive Director of Aviation or Designee with:
1. A copy of its charter and by-laws, articles of association, partnership agreement and other documentation supporting its existence;
  2. A roster, or list of members, including names of officers and directors, and investment share held by each member to be revised on a semi-annual basis;
  3. Evidence of insurance in the form of a Certificate of Insurance as set out in the Minimum Standards under Exempt Flying Clubs;
  4. Number and type of aircraft; including registration numbers of each;
  5. Evidence that ownership is vested in the club;
  6. Operating rules of the club.
- F. The club's books shall be subject to audit by the City of Killeen and/or its auditors to ensure of the non-profitability of the club and to determine its compliance with these Rules and Regulations.

# SECTION 5

## DEFINITIONS

## APPENDIX A - DEFINITIONS

**Above Ground Level (AGL).** The height of an aircraft about the earth's surface.

**Active aircraft.** Aircraft that have a current Airworthiness Certificate and have passed an annual inspection within the last twelve calendar months.

**Advisory Circular (AC).** Federal Aviation Administration (FAA) publications consisting of all nonregulatory material of a policy, guidance, and technical nature and used as basic source for most airport design criteria.

**Advisory Service.** A communications facility (UNICOM) which provides airport information to aircraft.

**Air Taxi.** A helicopter movement conducted above the surface but normally not above 100ft AGL. The aircraft may proceed either via hover taxi or flight at speeds more than 20 KIAS.

**Aircraft.** A device that is used or intended to be used for flight in the air. (FAR Part 1)

**Aircraft movement areas.** Areas on an airport suitable for aircraft operations and which meet FAA criteria. The runway and all taxiways are included within the aircraft movement area. Aircraft parking areas are outside of the movement area.

**Aircraft parking/tie-down.** A specialized location on the airport that has at least 3-point tie-downs with ropes or chains adequate to hold aircraft immobile in gale-force winds.

**Airport.** 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 loading, unloading, parking, storage, service, landing, and taking off of aircraft; and those areas not used for aviation purposes.

**Airport identifier - ILE.** A coded identity assigned to the Killeen, Texas airport by the FAA.

**Airport Layout Plan (ALP).** An FAA / DOT approved set of drawings showing airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for airport purposes, the location and nature of existing and proposed airport facilities and structures, and the location on the airport of the existing and proposed non-aviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

**Annual Inspection.** An aircraft inspection performed and documented in accordance with 14 CFR, Part 43 by a person authorized by Section 43.7 (usually an FAA licensed Airworthiness Inspector).

**Apron.** A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance (also known as Ramp).

**Based aircraft.** An aircraft that is hangared or tied down at Skylark Field for more than six months per year.

**Common Traffic Advisory Frequency (CTAF).** Is used by all aircraft to facilitate cooperation in

their use of the airport. These conversations are generally related to the actual takeoff and/or landing of aircraft, but special activities close to the airport will often be accompanied by announcements on this frequency. The Skylark Field CTAF is 122.7 MHZ. See also UNICOM.

**Contract.** 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.

**City.** The City of Killeen, Texas.

**Drone.** See unmanned aerial system (UAS)

**Emergency Vehicle.** Any vehicle legitimately participating in an emergency response to include, but not limited to, fire/rescue vehicles, authorized police vehicles, medical service vehicles, or City of Killeen — Department of Aviation vehicles.

**Executive Director of Aviation or Designee.** Person duly authorized by the City of Killeen to perform duties required to manage the airport. To act on behalf of the City to the extent required for safe and efficient airport operations.

**Federal Aviation Administration (FAA).** A division of the United States Department of Transportation with powers to regulate all aspects of civil aviation.

**Federal Aviation Regulations (FAR).** As codified in Title 14, Code of Federal Regulations.

**Fixed Base Operator (FBO).** 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.

**Flight Line.** Any area near hangars or terminals, including ramps and their adjacent taxiways and unpaved areas used for the parking, servicing and movement of aircraft.

**Free Lance Operator.** 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.

**Ground Lease.** The right to use and occupy an area of the airport described in a ground lease agreement between the City of Killeen and the lease holder.

**Hover Taxi.** A helicopter movement conducted above the surface and in ground effect at airspeeds less than 20 KIAS. The actual height may vary, and some helicopters may require hover taxi above 25ft AGL to reduce ground effect turbulence.

**Kit-built aircraft.** Aircraft which are constructed by persons for whom this is not a professional activity. Also known as homebuilt aircraft, amateur-built aircraft or kit planes, these aircraft may be constructed from "scratch," from plans, or from assembly kits.

**Local traffic.** Aircraft operating in the local traffic pattern or within sight of the tower, or

aircraft known to be departing for or arriving from flight in local practice areas, or aircraft executing simulated instrument approaches at the airport.

**Non-operational aircraft.** An aircraft that has not completed an annual inspection within the preceding twelve months. Also, aircraft that have been disassembled or damaged beyond flyable condition.

**Preventative Maintenance.** Aircraft maintenance actions listed in 14 CFR Part 43, Appendix A 4 (c) which may be performed by pilots operating under the provisions of 14 CFR Part 91. These actions are generally simple maintenance or preservation actions and replacement of small parts not involving complex assembly operations.

**Runway.** A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length.

**Runway End Identification Lights (REIL).** An airport lighting system consisting of two flashing white high intensity lights installed at each approach end corner of a runway and directed toward the approach zone, which enables the pilot to identify the threshold of a usable runway.

**Taxi lane.** The portion of the aircraft parking area used for access between the taxiways and the aircraft parking positions and hangar area. Taxi lanes are indicated with a yellow center line marking similar to taxiways, but are not lettered or otherwise identified. They are located outside of the movement area and have less object free clearance area than taxiways.

**Taxiway.** A defined path established for the taxiing of aircraft from one part of an airport to another. Taxiways are lettered, identified with lighted airport guidance signage, and meet specific FAA design standards for pavement width and object free area.

**Tenant.** 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.

**T-hangar.** An aircraft hangar that is divided into separate storage units in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or hangar compartments.

**Traffic pattern.** The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach.

- A. Upwind Leg - A flight path parallel to the landing runway in the direction of landing.
- B. Crosswind Leg - A flight path at right angles to the landing runway off its upwind end.
- C. Downwind Leg - A flight path parallel to the landing runway in the direction opposite to landing. The downwind leg normally extends between the crosswind leg and the base leg.
- D. Base Leg - A flight path at right angles to the landing runway off its approach end. The base leg normally extends from the downwind leg to the intersection of the extended runway centerline.

- E. Final Approach - A flight path in the direction of landing along the extended runway centerline. The final approach normally extends from the base leg to the runway. An aircraft making a straight-in approach VFR is also considered to be on final approach.

**Ultralight Vehicle.** Any slow flying powered machine or device which is designed for flight in the air which meets the requirements of FAR 103, but does not require pilot certification, vehicle certification or registration, and which generally has no radio communications equipment.

**UNICOM.** Frequencies authorized for aeronautical advisory services to private aircraft. Services available are advisory in nature, primarily concerning the airport services and airport utilization. The UNICOM frequency for Skylark Field is 122.7 MHZ. Also see Common Traffic Advisory Frequency (CTAF)

**Unmanned Aerial System.** An unmanned aircraft system (UAS), sometimes called a drone, is an aircraft without a human pilot onboard. Also known as an unmanned aerial vehicle (UAV), the UAS is controlled from an operator on the ground.

**EXHIBIT D  
AIRCRAFT PARKING**





**EXHIBIT E  
VIEWING AREA**



## EXHIBIT F

### PARACHUTE OPERATIONS MANUAL SKYLARK SKYDIVE CENTER

Skylark Skydive Center is a member in good standing with the United States Parachute Association and supports its efforts to safety, training, and best practices of the skydive industry.

The United States Parachute Association works directly with the FAA in maintaining these efforts and disseminates industry safety standards. We have adopted these standards and are committed to implementation in our parachute operations. As these standards evolve, we too will evolve to deliver the safest experience possible.

The FAA and USPA rely on self-regulation from within the skydiving community for most training and operational requirements.

The following resources can keep you up to date on the latest regulation and provide guidance for your activities:

- FARs** – The Federal Aviation Regulations that deal with skydiving and its related activities
- FAA Surveillance** – Inspector guidance for airport parachute operations
- FAA Interpretations & Guidance** – Clarification on FARs for our industry
- Advisory Circulars** – The guidance offered by the FAA for compliance pertaining to parachuting.
- ATC Notification & Authorization** – Directions for communication with Air Traffic Control
- USPA In Action** – Articles conveying some of the most important actions in the legal and regulatory scene

## Skydiving Operations

1. All Skylark Skydive Center airplanes used for skydiving have ADSB as well as Flight Aware.
2. All skydive operations will comply with applicable state and federal statutes, regulations, advisory circulars, the United States Parachute Association (or other nationally recognized skydiving organization's) Basic Safety Requirements (BSRs), and Parachute Licensing Procedures.
3. The skydive Aircraft will announce on the primary frequencies of ILE, 122.7, Grey approach 134.35 or 120.75 as assigned the following information
  - a. Skydivers jumping two minutes before the jump
  - b. When jumpers exit the Aircraft.
4. Skydivers will normally jump within one nautical mile of the center of the airport. The point of exit will be determined by the wind direction and wind speeds.
5. The Airport Manager shall designate the authorized parachute landing area (**App 1**). All parachute landings outside of this area are unauthorized unless specifically authorized by the Airport Manager. Skydive Operators and Skydivers shall take every reasonable measure to prevent and refrain from Unauthorized Landings. It is an affirmative defense to a charge of violating this subsection that the Unauthorized Landing resulted from an emergency that neither the Skydive Operator nor the Skydiver could avoid.
6. Skydivers, students, and observers will not be allowed on the runways. If a skydiver lands on the runway they are instructed to get off the runway as fast as possible. Any skydiver that lands on the west side of the runway will be picked up and driven around the north end of the runway to ensure no crossing occurs.
7. Unauthorized offsite landings by Skydivers shall be reported to the Airport Manager/Supervisor by the responsible Skydive Operator within 24 hours after learning of the event.

### **Skydiving Operations (cont.)**

8. Observers of skydiving operations will be restricted to an observation area that will be clearly marked and controlled by Airport Staff. They will not be allowed on the runways, taxiways, or landing areas.
9. The maximum jump altitudes, common jump altitudes and common parachute opening altitudes (all altitudes should be expressed in feet above mean sea level). Maximum Jump altitude shall be 14,000 feet MSL. Standard Jump operations shall occur between 10,000 and 12,000 feet. Skylark Skydive Center shall request special permission via the pilot to current air traffic controllers for jumps above 12,000 feet. Tandem

skydiving may be as low as 8,348 feet MSL if the jump conditions require lower departure altitudes to stay within VFR requirements. Non tandem skydiving may occur as low as 2,500 feet.

10. Jump aircraft call signs will begin each day with the tail number and may be shortened to the last 3 characters of the N-Number after the first announcement and remain constant throughout the day.

11. Required Weather info

Skylark Skydive Center will monitor Skylark Field AWOS and current weather reports and maintaining VFR for all skydiving operations.

## **Basic Safety Requirements**

### **Section Summary**

Skydiving is based on the Basic Safety Requirements (BSRs) that have been established as the cornerstone of a self-policing principle. The BSRs represent the industry standard generally agreed upon as necessary for an adequate level of safety. Research can be conducted to develop and document new methods and procedures within the BSRs and, when necessary, under waivers to the BSRs, to establish a justifiable basis to modify these standards. This section includes two fundamental, interrelated USPA publications: the Basic Safety Requirements and Waivers to the Basic Safety Requirements.

### **Overview**

#### **How the BSRs Affect Safety**

1. The BSRs promote practices aimed at eliminating incidents in skydiving and, by doing so, make skydiving safer and more enjoyable.
2. The BSRs are established by evaluating incidents and identifying their root causes.
3. Safety is accomplished by reducing the risk factors, which requires everyone involved in skydiving to:
  - i. acquire knowledge and make a continuing effort to increase and improve that knowledge
  - ii. practice and prepare for both the expected and the unexpected
  - iii. evaluate the risk factors
  - iv. accurately evaluate personal capabilities and limitations
  - v. stay alert and aware of surroundings
  - vi. keep options open
  - vii. exercise good judgment
4. Failure to follow the BSRs may not always result in an incident, but many incidents are the result of not following these risk-reduction procedures.

#### **Waivers and Changes to the BSRs**

1. Also included in this section, "Waivers to the Basic Safety Requirements" describes procedures for approving and documenting exceptions to the BSRs.
  - i. Waivers provide for the responsible development of new techniques and methods.
  - ii. The BSRs are designed to establish safety standards for common situations; however, local circumstances may allow for greater tolerance in some cases.
  - iii. The purpose for filing a waiver is to document that the particular BSR has been evaluated in the individual case and that the prescribed deviation and conditions do not represent an unacceptable compromise of safety.
  - iv. Waiverability
    - i. Each BSR is categorized for the level of authority necessary for the approval of the waiver.
    - ii. Each BSR requires full board approval of a waiver, except for those designated with an [S] (Safety and Training Advisor or Instructor Examiner), or an [E] (Executive Committee).
2. The BSRs are changed from time to time by the USPA Board of Directors as equipment and practices develop and evolve.

## **2-1 Basic Safety Requirements and Waivers**

### **Applicability**

1. The Basic Safety Requirements apply to all jumps except those made under military orders, or those training personnel under military orders, and those made because of in-flight emergencies. USPA members must comply with the Basic Safety Requirements, protecting the best interests of both the participants and the general public.
2. A "skydive" is defined as the descent of a person to the surface from an aircraft in flight when he or she uses or intends to use a parachute during all or part of that descent.
3. All persons participating in skydiving should be familiar with the Skydiver's Information Manual and all federal, state, and local regulations and rules pertaining to skydiving.

### **Compliance with Federal Regulations**

1. For skydives made within the U.S. and its territories and possessions, no skydive may be made in violation of Federal Aviation Administration (FAA) regulations.
2. FAA regulations include the use of restraint systems in the aircraft by all skydivers during movement on the surface, takeoff, and landing. [[FAR 91.107](#)]

### **Medical Requirements**

1. All persons engaging in skydiving must:
  1. Possess at least a current FAA Third-Class Medical Certificate; or
  2. Carry a certificate of physical fitness for skydiving from a registered physician; or
  3. Agree with the USPA recommended medical statement in [Section 4-3](#).
2. Any skydiver acting as tandem parachutist in command must possess a current FAA Third-Class Medical or equivalent medical certificate acceptable to USPA. Alternatively, if acting as tandem parachutist in command outside the United States, its territories or possessions, a current medical certificate recognized by the civil aviation authority of the country where they will be exercising their tandem rating privileges may be substituted.
3. Any foreign national in the United States, its territories or possessions for the purpose of qualifying as a tandem parachutist in command, or to fulfill rating renewal or currency requirements, must be under the direct supervision of a tandem instructor examiner and must possess a current FAA Third-Class Medical Certificate or a current medical certificate recognized by the civil aviation authority of the country where they will be exercising their tandem rating privileges.

### **Age Requirements**

1. For skydives made within the U.S. and its territories and possessions, skydivers are to be at least 18 years of age.
2. For skydives made outside the U.S. and its territories and possessions, the minimum age is specified by the country's (or its national airport control's) requirements. Such skydivers who are under 16 years of age will not be issued a USPA license.

3. A waiver for tandem jumps may be issued to terminally ill persons under the age of 18 with manufacturer approval. The organizer of such jumps must submit a USPA Waiver Request form to the director of safety and training and the chairman of safety and training committee for approval prior to such jumps.

### **Membership**

USPA membership is required of any skydiver cleared for self-supervision at a USPA Group Member drop zone, except for non-resident foreign nationals that are a member of their own national aeroclub.

### **Alcohol and Drugs**

No person may make a parachute jump, or attempt to make a jump, within 8 hours after the consumption of any alcoholic beverage.

### **Student Skydivers**

*Note: All references to USPA instructional rating holders apply to higher rating holders in that training discipline.*

#### **1. General**

1. All student training programs must be conducted under the direction and oversight of an appropriately rated USPA Instructor until the student is issued a USPA A license.
2. A person conducting, training, or supervising student jumps must hold a USPA instructional rating according to the requirements that follow.
3. On any student jump, the supervising instructor or both instructors if a two-instructor jump, must submit a completed incident report to USPA within 48 hours if any AAD was activated on the jump. No disciplinary action will result from this self-report

#### **2. First-jump course**

1. All first-jump non-method-specific training must be conducted by a USPA Instructor or a USPA Coach under the supervision of a USPA Instructor.
2. All method-specific training must be conducted by a USPA Instructor rated in the method for which the student is being trained.



**3. All students must receive training in the following areas, sufficient to jump safely:**

1. equipment
2. aircraft and exit procedures
3. freefall procedures (except IAD and static-line jumps)
4. deployment procedures and parachute emergencies
5. canopy flight procedures
6. landing procedures and emergencies

**4. Advancement criteria**

1. IAD and static line
  - i. All jumps must be conducted by a USPA Instructor in that student's training method.
  - ii. Before being cleared for freefall, all students must perform three successive jumps with practice deployments while demonstrating the ability to maintain stability and control from exit to opening.
  - iii. All students must be under the direct supervision of an appropriately rated instructor until completing one successful clear-and-pull.
  - iv. Following a successful clear-and-pull, each student must be supervised in the aircraft and in freefall by a USPA Coach or Instructor until demonstrating stability and heading control prior to and within five seconds after initiating two intentional disorienting maneuvers involving a back-to-earth presentation.
  - v. All ground training must be conducted by an instructor in that student's training method, until demonstrating stability and heading control prior to and within five seconds after initiating two intentional disorienting maneuvers involving a back-to-earth presentation.
2. Harness-hold program
  - i. All students must jump with two USPA AFF rating holders until demonstrating the ability to reliably deploy in the belly-to-earth orientation at the correct altitude without assistance, except:
    - i. Students who have been trained in a wind tunnel may jump with one AFF rating holder after demonstrating the following in the wind tunnel:
      - basic stability (neutral body position)
      - heading control

- controlled forward and backward motion
  - controlled turns
  - proper response to hand signals
  - simulated altimeter checks and time awareness
  - wave-offs
  - simulated main parachute activation
- ii. The wind tunnel training and tunnel flight sessions must be conducted by an AFF rating holder, or a tunnel instructor who is under the direct supervision of an AFF rating holder. All training must be documented.
- ii. All students must jump with one USPA AFF rating holder, exit safely, maintain stability, and deploy at the planned altitude without assistance prior to attempting disorienting maneuvers.
- iii. All students must jump under the direct supervision of an appropriately rated USPA Instructor until demonstrating stability and heading control prior to and within five seconds after initiating two intentional disorienting maneuvers involving a back-to-earth presentation.
3. Tandem training jumps [E]
- i. Any USPA member conducting a tandem jump must have successfully completed a tandem instructor course conducted by the manufacturer of the tandem parachute system used in the parachute operation, been certified by the appropriate parachute manufacturer or tandem course provider as being properly trained on the use of the specific tandem parachute system to be used, and must hold a current USPA Tandem instructor rating.
- ii. For progressive training requirements following tandem jumps, refer to "Crossover training."
- iii. Intentional back-to-earth or vertical orientations that cause tandem freefall speeds exceeding that of droguefall are prohibited.
- iv. Tandem equipment instruction must be conducted by an individual approved by the tandem equipment manufacturer of that system.
- v. All student tandem skydives must be conducted in accordance with the specific manufacturer's age requirements for the tandem system used for that jump.

- vi. Use of any extendable or fixed pole camera mounts, attached or handheld by the tandem instructor or student, is prohibited.
- vii. Any person acting as parachutist in command on a tandem skydive is required to conduct system-handles checks as defined by the manufacturer of the specified tandem equipment being used immediately after deploying the drogue.
- viii. Any person making a tandem skydive may not perform a turn of more than 90 degrees below 500 feet AGL.
- ix. Tandem instructors must have at least 200 tandem skydives before any camera device may be used, held or attached to the tandem instructor or tandem student.

#### **5. Crossover training**

1. Students may transfer after the first or subsequent jumps to another training method after demonstrating sufficient knowledge and skill in the areas of equipment, aircraft, exits, freefall maneuvers, deployment, emergency procedures, canopy control, and rules and recommendations to enter into that program at a comparable level of proficiency and training.
2. Students previously trained in a tandem program may continue in a harness-hold program or must demonstrate a solo exit and practice deployment with stability in the IAD or static-line program prior to advancing to freefall.
3. Students who have completed at least two tandem jumps and demonstrated the ability to reliably pull the drogue release at the correct altitude, maintain heading and a stable body position, without requiring any control or altitude prompts from the tandem instructor, may progress to single instructor AFF jumps after completion of solo ground training.
4. Students previously trained in a harness-hold program must have exited stable without assistance or performed a stable IAD or static-line jump with a practice deployment supervised by a USPA IAD or Static-Line Instructor prior to performing freefall jumps with any non-AFF-rated USPA Instructor.
5. Students previously trained in Categories A-C in SL, IAD and tandem programs may jump with one AFF instructor after demonstrating the AFF wind tunnel requirements.

#### **6. Students training for group freefall**

1. Student freefall training for group freefall jumps must be conducted by either a USPA Coach under the supervision of a USPA Instructor, or a D-license holder, and;
2. The maximum group size allowed for any group skydive is four if that group includes any solo students cleared for self-supervision. The solo student must have successfully demonstrated the skills of ISP Category G. There must be at least one instructor, coach or D-license holder (that has been approved by an S&TA) for each student involved.

#### **7. Instruction of foreign students**

1. Foreign non-resident instructional rating holders appropriately and currently rated by their national aero club may train students from that nation in the U.S., provided the instruction is conducted in accordance with the USPA Basic Safety Requirements.
2. Appropriately and currently rated USPA instructional rating holders may assist in this training.
8. No skydiver will simultaneously perform the duties of a USPA instructional rating holder and pilot-in-command of an aircraft in flight.
9. All student jumps, including tandems, must be completed between official sunrise and sunset.

#### **Winds**

Maximum ground winds

1. For all solo students
  1. 14 mph for ram-air canopies
  2. 10 mph for round reserves
2. For licensed skydivers are unlimited

#### **Minimum Opening Altitudes**

Minimum container opening altitudes above the ground for skydivers are:

1. Tandem jumps-5,000 feet AGL [E]
2. All students and A-license holders-3,000 feet AGL [E]

3. B-license holders-2,500 feet AGL [E]
4. C- and D-license holders-2,500 feet AGL [S] (waiverable to no lower than 2,000 feet AGL)

### **Drop Zone Requirements**

1. Areas used for skydiving should be unobstructed, with the following minimum radial distances to the nearest hazard:
  1. solo students and A-license holders-330 feet
  2. B- and C-license holders and all tandem skydives-165 feet
  3. D-license holders-40 feet
2. Hazards are defined as telephone and power lines, towers, buildings, open bodies of water, highways, vehicles, and clusters of trees covering more than 32,292 square feet.
3. Manned ground-to-air communications (e.g., radios, panels, smoke, lights) are to be present on the drop zone during skydiving operations.

### **Pre-jump Requirements**

The appropriate altitude and surface winds are to be determined prior to conducting any skydive.

### **Extraordinary Skydives**

1. Night, water, and demonstration jumps are to be performed only with the advice of the appropriate USPA S&TA, Instructor Examiner, or Regional Director.
2. Pre-planned breakaway jumps are to be made by only class C- and D-license holders using FAA TSO'ed equipment.
3. Demonstration jumps into Level 2 areas require a D license with a USPA PRO Rating for all jumpers, including both tandem jump participants.
4. Contact canopy formation activity is prohibited on tandem jumps.
5. Tandem jumps into stadiums are prohibited.
6. Any person performing a wingsuit jump must have at least 200 skydives, and hold a current skydiving license.
7. Freefall within 500 feet vertically or horizontally of any student under parachute, including tandem students, is prohibited. (This requirement excludes scenarios where- during a training jump-a

student's instructor(s) and videographer may be within this distance.) Freefall within 500 feet vertically or horizontally of any licensed skydiver under canopy requires prior planning and agreement between the canopy pilot and the skydiver in freefall.

#### **M. Parachute Equipment**

1. FAA regulations [FAR 105.19] require that when performing night jumps, each skydiver must display a light that is visible for at least three statute miles from the time the jumper is under an open parachute until landing.
2. All students are to be equipped with the following equipment until they have obtained a USPA A license:
  1. a rigid helmet (except tandem students)
  2. a piggyback harness-and-container system that includes a single-point riser release and a reserve static line.
  3. a visually accessible altimeter (except tandem students)
  4. a functional automatic activation device that meets the manufacturer's recommended service schedule
  5. a ram-air main canopy suitable for student use
  6. a steerable reserve canopy appropriate to the student's weight
  7. for freefall, a ripcord-activated, spring-loaded, pilot-chute-equipped main parachute or a bottom-of-container (BOC) throw-out pilot chute
3. Students must receive additional ground instruction in emergency procedures and deployment-specific information before jumping any unfamiliar system.
4. For each harness-hold jump, each AFF rating holder supervising the jump must be equipped with a visually accessible altimeter.
5. All skydivers wearing a round main or reserve canopy and all solo students must wear flotation gear when the intended exit, opening, or landing point is within one mile of an open body of water (an open body of water is defined as one in which a skydiver could drown).

The Federal Aviation Administration (FAA) of the U.S. Department of Transportation has the responsibility for regulating airspace usage in the United States. Concerning skydiving activities, the FAA fulfills this responsibility by specifically regulating certain aspects of skydiving and by relying upon the self-regulation of the participants through the guidelines and recommendations published by USPA.

The FAA's main responsibility is to provide for the safety of air traffic, as well as persons and property on the ground. The FAA does this by certificating pilots, mechanics, air traffic controllers and parachute riggers and by requiring approval data for aircraft and parachutes. The agency has the authority to impose fines and suspend or revoke certificates it has issued. In the case of a skydiving violation, the FAA can fine the pilot, rigger, and the jumpers, as well as suspend or revoke the certificates of pilots and riggers.

The FAA relies upon self-policing from within the skydiving community for most training and operational requirements.

**Appendix 1:**

Primary Drop Zone Highlighted

