



CITY COUNCIL REGULAR MEETING CITY OF BAY CITY

Tuesday, May 23, 2023 at 6:00 PM
COUNCIL CHAMBERS | 1901 5th Street

COUNCIL MEMBERS

Mayor: Robert K Nelson

Mayor Pro Tem: Jim Folse

Council Members: Floyce Brown, Bradley Westmoreland, Becca Sitz, Blayne Finlay

Vision Statement

Through a united and collaborative effort, we seek to grow the City of Bay City with a diverse culture that is proud to call Bay City home. We envision a thriving family-centered community where citizens are involved in the future development of our city. We desire our citizens to work, play, worship and shop in the community in which we live. Visitors are welcomed and encouraged to enjoy the friendly environment and amenities the citizens and business owners have created together.

AGENDA

THE FOLLOWING ITEM WILL BE ADDRESSED AT THIS OR ANY OTHER MEETING OF THE CITY COUNCIL UPON THE REQUEST OF THE MAYOR, ANY MEMBER(S) OF COUNCIL AND/OR THE CITY ATTORNEY:

ANNOUNCEMENT BY THE MAYOR THAT COUNCIL WILL RETIRE INTO CLOSED SESSION FOR CONSULTATION WITH CITY ATTORNEY ON MATTERS IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT (TITLE 5, CHAPTER 551, SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE).

CALL TO ORDER AND CERTIFICATION OF QUORUM

INVOCATION & PLEDGE

Texas State Flag Pledge: *"Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One And Indivisible."*

MISSION STATEMENT

The City of Bay City is committed to fostering future economic growth by collaborating with our citizens, employers, current and future businesses, as well as the Community and Economic Development Centers. We strive to deliver superior municipal services and to invest in quality-of-life initiatives such as housing, businesses, jobs and activities for all citizens. We make a concerted effort to respond to resident's concerns in a timely and professional manner in order to achieve customer satisfaction.

APPROVAL OF AGENDA

PUBLIC COMMENTS

State Law prohibits any deliberation of or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff places the item on an agenda for a subsequent meeting.

CEREMONIAL

1. **Award ~ Recognition of Floyce Brown for her years of service to the City of Bay City as a Council Member.** Robert K. Nelson, Mayor
2. **Policy ~ Swearing in of elected Council Member Benjamin Flores and re-elected Council Member James Folse from May 6, 2023 General Election.** Jeanna Thompson, City Secretary

ACKNOWLEDGEMENT FROM CITY MANAGER**ITEMS / COMMENTS FROM THE MAYOR, COUNCIL MEMBERS AND CITY MANAGER****DEPARTMENT REPORTS**

3. **Public Works Reports and Updates.** Krystal Mason, Interim Assistant Public Works Director
4. **Main Street Report** - Tina Israel, Main Street Manager

REGULAR ITEMS FOR DISCUSSION, CONSIDERATION AND/OR APPROVAL

5. **Agreements ~ Discussion regarding the City of Bay City's billing of utility services provided to the Matagorda County Sheriff's Office jail facility.** Jennifer Kim Chau, Matagorda County Attorney
6. **Resolution ~ Discuss, consider, and/or approve resolution supporting the City of Bay City's application(s) to the Texas Department of Transportations 2023 Transportation Alternatives Set-Aside Call for projects.** Gabriel Lopez, Engineer Tech
7. **Bid ~ Discuss, consider, and/or approve awarding the construction bid for the City Hall Roof Replacement Project to A-Lert Roof Systems and authorize the Mayor to execute a contract to form by the City Attorney.** Scotty Jones, Finance Director
8. **Ordinance ~ Discuss, consider, and/or approve an Ordinance of the City of Bay City, Texas adopting a "Budget Amendment #2" to the "Annual Budget of the City of Bay City, Texas, for the Fiscal Year 2023"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.** Scotty Jones, Finance Director
9. **Agreement ~ Discuss, consider and/or approve Standard Professional Services Agreement between the City of Bay City and Bureau Veritas for Construction**

Code Services, Fire Code Services, and Public Works Services (Civil Plan Review and Inspections). Krystal Mason, Interim Assistant Public Works Director

- 10. Ordinance ~ Discuss, consider, and/or approve an Ordinance of the City Code of Ordinances Chapter 18 “Aviation”: Article I (“In General”) and Article III (“Airport Rule and Regulations”); Providing for a cumulative & conflicts clause, providing for a severability clause; and providing for an effective date.** James Mason, Airport Manager

CLOSED / EXECUTIVE SESSION

RECONVENE AND ACTION

ADJOURNMENT

AGENDA NOTICES:

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

CERTIFICATION OF POSTING

This is to certify that the above notice of a Regular Called Council Meeting was posted on the front window of the City Hall of the City of Bay City, Texas on **Friday, May 19, 2023 before 6:00 p.m.** Any questions concerning the above items, please contact the Mayor and City Manager’s office at (979) 245-2137.



CITY OF BAY CITY
1901 FIFTH STREET
BAY CITY, TEXAS 77414
(979) 245-2137
FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

Requestor Name: Lopez, Gabriel **Date Submitted:** 05/17/2023
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 05/23/2023
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Engineering Technician
For City Staff Only

Agenda Location: Discussion Item
(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)

Agenda Content:

Discuss, consider, and/or approve resolution supporting the City of Bay City's application(s) to the Texas Department of Transportations 2023 Transportation Alternatives Set-Aside Call for projects.

Executive Summary of Item:

The Texas Department of Transportation will be accepting applications this year for the biannual Transportation Alternatives Set Aside Program. TxDOT allocates funds towards bicycle and pedestrian infrastructure projects that enhance access and safety to school-related destinations enabling and encouraging children, including those with disabilities, to walk and bicycle.

Bay City will be submitting an application(s) for the 2023 TxDOT transportation alternative set aside program due on June 5th, 2023.

If awarded, the grant would help fund the construction of the Southern Pacific Trailway SUP. The Trailway will be a 10' Shared Used Path (SUP), with lighting for nighttime use, that runs along the old railbed owned by the city. A portion of the Trailway, between Sycamore and Cottonwood Ave, has already been built and would tie into the new construction. The SUP, when completed in its entirety, will connect the High School, Jr High, Downtown, Hardeman Park, Barkway Park, Amistad Park, Splash Pad, Valiant Park Pool, and surrounding neighborhoods north of HWY 35. The shared use path will also eliminate barriers such as Cottonwood Creek and the RR tracks for pedestrians and bicycle users to have safe and alternative means of transportation.

This year TxDOT has done away with population requirements and is allowing applicants to apply for both small scale community projects, with a \$250,000 to \$5 million award, and large-scale active transportation infrastructure, with awards ranging from \$5 million to \$25 million. For the 2023 TA Call

for Projects, Bay City is eligible to use Transportation Development Credits (TDCs) that allow for 100% federal TA funds to be applied to the project in lieu of a local match.

If awarded TxDOT will take on the grant administration, project design and management allowing for the city to free up resources to pursue other projects.

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE CITY OF BAY CITY'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Bay City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BAY CITY, TEXAS, THAT:

The supports funding the projects as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Bay City is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

PASSED AND APPROVED AT BAY CITY TEXAS THIS 23rd DAY OF MAY, 2023.

Robert K. Nelson, Mayor
City of Bay City

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

DISCUSS, CONSIDER, AND/OR APPROVE AWARDING THE CONSTRUCTION BID FOR THE CITY HALL ROOF REPLACEMENT PROJECT TO A-LERT ROOF SYSTEMS AND AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT TO FORM BY THE CITY ATTORNEY.



EXECUTIVE SUMMARY

CITY HALL ROOF REPLACEMENT

BACKGROUND:

City Hall's last known re-roof was in 2001. The current roof is a hot mop roofing system (heated tar product with asphalt paper with rock on top). The slight slope in this new metal roof design should prove to be a better system. Please see www.alertroofsystems.com for more information regarding this vendor and metal roof system.

FINANCIAL IMPLICATIONS:

\$314,600- Funding Source (Increased Sales Tax, Contingency & General Fund Budget)- Amendment will follow

Construction Budget was \$150,000 (this was before inflation impact was known)

RECOMMENDATION:

Lynn Engineering and staff recommend awarding the contract to Alert Roof Systems, a Division of Centurion Industries, Inc

ATTACHMENTS: Bid Tabulation Sheet

May 16, 2023

City of Bay City
Attn: Robert K. Nelson, Mayor
1901 5th Street
Bay City, TX

Re: RECOMMENDATION FOR AWARD
City of Bay City
City Hall Re-roof.

Dear Mayor Nelson:

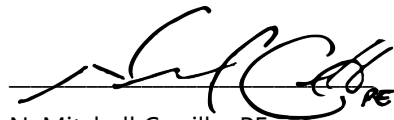
On May 10, 2023, bids were received for the above referenced project. A total of three (4) bids were received, with the low bid being submitted by A-Lert Roof Systems, in the amount of

\$314,600.00	BASE BID (colored panels and trim)
\$294,720.00	ALT BID (galvalume panels and trim)
\$0.00	ALT BID (temporary HVAC)

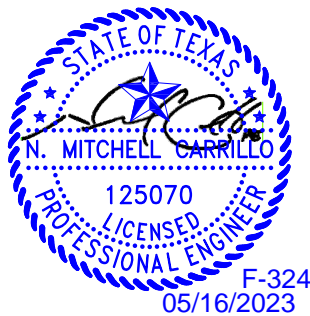
Based on their low bid on all three bids and their qualifications to perform the work, I recommend awarding the above referenced contract to A-Lert Roof Systems. For your reference, I have attached the Bid Tabulation.

If you have any questions, feel free to contact me. Thank you.

Sincerely,



N. Mitchell Carrillo, PE
Mitchell.Carrillo@lynnngroup.com





BID TABULATION

PROJECT: City Hall Re-roof
OWNER: City of Bay City
LOCATION: Bay City City Hall
BID DATE: 05/10/2023
BID TIME: 2:00 PM

ENGINEER: Lynn Engineering F-324
 2200 Ave A
 Bay City, TX 77414
 P: 979-245-8900

BIDDER	BID BOND	DAYS	ADDENDUM				BASE BID
			1	2	3	4	
1. Scope Twenty Eight, LLC	✓	150	✓	✓	✓	✓	1. \$358,028.54 2. \$350,028.54 3. \$15,549.00
2. BLS Construction	✓	100	✓	✓	✓	✓	1. \$484,027.00 2. \$475,427.00 3. \$45,272.00
3. Vogler Sheet Metal	✓	120	✓	✓	✓	✓	1. \$826,600.00 2. \$816,600.00 3. \$15,000.00
4. A-Lert Roof Systems	✓	120	✓	✓	✓	✓	1. \$314,600.00 2. \$294,720.00 3. \$00.00
5.							
6.							
7.							
8.							

*Bid total shown differs from submitted bid due to mathematical error found and corrected.

Ordinance ~ Discuss, consider, and/or approve an Ordinance of the City of Bay City, Texas adopting a "Budget Amendment #2" to the "Annual Budget of the City of Bay City, Texas, for the Fiscal Year 2023"; providing for supplemental appropriation and/or transfer of certain funds; providing for severability; and providing other matters related to the subject.



EXECUTIVE SUMMARY

BUDGET AMENDMENTS

BACKGROUND: The legal level of budgetary control for the City of Bay City lies at the departmental level. Any revisions that alter the amount of total expenditures/expenses of the department must be approved by City Council.

FINANCIAL IMPLICATIONS: Amending the budget provides a revised parameter for the budget.

RECOMMENDATION: Staff recommends City Council approve the budget amendments as presented.

ATTACHMENTS: Ordinance and Budget Amendments

BUDGET AMENDMENT

ITEM #8.

DEPARTMENT: General Fund

Date: 5/23/2023

Reason for Budget Amendment: (Please indicate)

- 1. New revenues (originally unbudgeted) are available.
- 2. Actual revenues (originally unbudgeted) have exceeded the original adopted budget.
- 3. A new project, program or special expenditure has been authorized.
- 4. Transfer reclassification of original adopted budget to realign budget to actual transaction activity as presently needed.

Brief Description of Request: **FY2023: General Fund-Payroll**

Account Description	Fund #	Account #	Expenditure	Exp. Decrease	Notes
			Increase or Revenue Decrease	or Rev. Increase	
			Debit	Credit	
Salaries and Wages	11	105-4105	\$ 4,500		Administration
FICA	11	105-4205	\$ 344		
Retirement	11	105-4210	\$ 443		
Salaries and Wages	11	115-4105	\$ 2,760		City Secretary
FICA	11	115-4205	\$ 211		
Retirement	11	115-4210	\$ 272		
Salaries and Wages	11	120-4105	\$ 5,000		Human Resource
FICA	11	120-4205	\$ 383		
Retirement	11	120-4210	\$ 493		
Salaries and Wages	11	125-4105	\$ 8,960		Municipal Court
FICA	11	125-4205	\$ 685		
Retirement	11	125-4210	\$ 883		
Salaries and Wages	11	130-4105	\$ 10,000		Finance Dept.
FICA	11	130-4205	\$ 765		
Retirement	11	130-4210	\$ 985		
Salaries and Wages	11	135-4105	\$ 9,560		Code Enforcement
FICA	11	135-4205	\$ 731		
Retirement	11	135-4210	\$ 942		
Salaries and Wages	11	150-4105	\$ 170,000		Police
FICA	11	150-4205	\$ 13,005		
Retirement	11	150-4210	\$ 16,745		
Salaries and Wages	11	155-4105	\$ 9,500		Animal Impound
FICA	11	155-4205	\$ 727		
Retirement	11	155-4210	\$ 936		
Health & Compensation Pool	11	110-4496		\$ 258,829	Decrease Compensation Pool
<i>To reflect the Council Approved Compensation Plan in the Budget</i>					
TOTAL			\$ 258,829	\$ 258,829	

Dept. Head Signature: _____

Date: _____

Finance Director Signature: _____

Date: _____

City Manager: _____

Date: _____

BUDGET AMENDMENT

ITEM #8.

DEPARTMENT: General Fund

Date: 5/23/2023

Reason for Budget Amendment: (Please indicate)

- 1. New revenues (originally unbudgeted) are available.
- 2. Actual revenues (originally unbudgeted) have exceeded the original adopted budget.
- 3. A new project, program or special expenditure has been authorized.
- 4. Transfer reclassification of original adopted budget to realign budget to actual transaction activity as presently needed.

X

Brief Description of Request: **FY2023: General Fund-Payroll**

Account Description	Fund #	Account #	Expenditure Increase or Revenue Decrease		Notes
			Debit	Credit	
Salaries and Wages	11	170-4105	\$ 5,680		Recycling Center
FICA	11	170-4205	\$ 435		
Retirement	11	170-4210	\$ 559		
Salaries and Wages	11	175-4105	\$ 10,000		Streets
FICA	11	175-4205	\$ 765		
Retirement	11	175-4210	\$ 985		
Salaries and Wages	11	180-4105	\$ 15,680		Parks
FICA	11	180-4205	\$ 1,200		
Retirement	11	180-4210	\$ 1,544		
Salaries and Wages	11	181-4105	\$ 2,760		Riverside
FICA	11	181-4205	\$ 211		
Retirement	11	181-4210	\$ 272		
Salaries and Wages	11	183-4105	\$ 2,240		Pools
FICA	11	183-4205	\$ 171		
Retirement	11	183-4210	\$ 221		
Salaries and Wages	11	190-4105	\$ 10,000		Library
FICA	11	190-4205	\$ 765		
Retirement	11	190-4210	\$ 985		
Health & Compensation Pool	11	110-4496		\$ 54,473	Decrease Compensation Pool
<i>To reflect the Council Approved Compensation Plan in the Budget</i>					
TOTAL			\$ 54,473	\$ 54,473	

Dept. Head Signature:



Date: _____

5-18-23

Finance Director Signature:

Date: _____

City Manager:

Date: _____

BUDGET AMENDMENT

ITEM #8.

DEPARTMENT: General Fund

Date: 5/23/2023

Reason for Budget Amendment: (Please indicate)

- 1. New revenues (originally unbudgeted) are available.
- 2. Actual revenues (originally unbudgeted) have exceeded the original adopted budget.
- 3. A new project, program or special expenditure has been authorized.
- 4. Transfer reclassification of original adopted budget to realign budget to actual transaction activity as presently needed.

Brief Description of Request: **FY2023: General Fund-Health Insurance**

Account Description	Fund #	Account #	Expenditure Increase or Revenue Decrease		Notes
			Debit	Credit	
Health Insurance	11	105-4225	\$ 4,258		Administration
Health Insurance	11	115-4225	\$ 981		City Secretary
Health Insurance	11	120-4225	\$ 1,962		Human Resource
Health Insurance	11	125-4225	\$ 3,228		Municipal Court
Health Insurance	11	130-4225	\$ 8,764		Finance Dept.
Health Insurance	11	135-4225	\$ 5,067		Code Enforcement
Health Insurance	11	150-4225	\$ -		Police- No adjustment due to vacancies
Health Insurance	11	155-4225	\$ 2,223		Animal Impound
Health Insurance	11	170-4225	\$ 3,076		Recycling Center
Health Insurance	11	175-4225	\$ -		Streets- No adjustment due to vacancies
Health Insurance	11	180-4225	\$ 11,017		Parks
Health Insurance	11	181-4225	\$ 1,242		Riverside Park
Health Insurance	11	190-4225	\$ -		Library- No adjustment needed
Health & Compensation Pool	11	110-4496		\$ 41,818	Decrease Health & Compensation Pool
<i>To offset various departmens for health insurnace-- all estimated increases were budgeted in City General during the budget process.</i>					
TOTAL			\$ 41,818	\$ 41,818	

Dept. Head Signature: _____

Date _____

Finance Director Signature: _____

5-18-23
Date _____

City Manager: _____

Date _____

BUDGET AMENDMENT

ITEM #8.

FUND: General Fund

Date: 5/23/2023

Reason for Budget Amendment: (Please indicate)

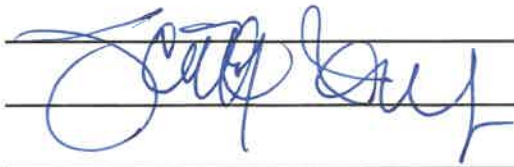
1. New revenues (originally unbudgeted) are available.
2. Actual revenues (originally unbudgeted) have exceeded the original adopted budget.
3. A new project, program or special expenditure has been authorized.
4. Transfer reclassification of original adopted budget to realign budget to actual transaction activity as presently needed.

X

Brief Description of Request: **FY2023: General Fund- Various**

Account Description	Fund #	Account #	Expenditure	Exp. Decrease	Notes
			Increase or Revenue Decrease	or Rev. Increase	
			Debit	Credit	
City General					
R & M- Building	11	110-4515	\$ 10,000		EAC Improvements (Doors & duct work)
CE- Building	11	110-4615	\$ 165,000		City Hall Roof
Sales Tax	11	3205		\$ 184,000	
Sales- Property Tax Relief	11	3220		\$ 92,000	
Interest Income	11	3605		\$ 84,000	
Fund Balance	11	3999	\$ 185,000		Reduce Reliance on Reserve
Code					
Building Demolitions	11	135-4417	\$ 13,000		Increase Building Demo Budget
Liens	11	3613		\$ 3,000	
Interest Income	11	3605		\$ 10,000	
Police					
R & M - Vehicles	11	150-4510	\$ 10,000		Various PD Claims
Insurance Claims	11	3693		\$ 10,000	Unit #980, 962,968,932
Human Resource					
Contracted Services	11	120-4425	\$ 8,000		Public Works Director Search
Contracted Services	11	120-4425	\$ 5,500		Employer Mandated Filings (ACA)
Other Income	11	3699		\$ 5,500	FSA Account
Compensation Pool	11	110-4496		\$ 8,000	
Police					
Overtime	11	150-4106	\$ 40,000		To increase Overtime Budget
FICA	11	150-4205	\$ 3,060		
Retirement	11	150-4210	\$ 3,940		
Compensation Pool	11	110-4496		\$ 47,000	
IT Department					
Transfer Out- IT	11	110-4765	\$ 3,000		Compensation Plan
Compensation Pool	11	110-4496		\$ 3,000	
TOTAL			\$ 446,500.00	\$ 446,500.00	

Dept. Head Signature: _____
 Finance Director Signature: _____
 City Manager: _____



Date 5-18-23
 Date _____
 Date _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BAY CITY, TEXAS, ADOPTING A "BUDGET AMENDMENT #2 TO THE "ANNUAL BUDGET OF THE CITY OF BAY CITY, TEXAS, FOR THE FISCAL YEAR 2023"; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, by Ordinance No. 1696, the City of Bay City, Texas, adopted its "Annual Budget" for Fiscal Year 2023;

WHEREAS, the City Council has determined the revenues and/or reserves are available for supplement appropriation and/or transfer of certain funds interdepartmentally is economically feasible and in the best interest of prudent budgeting; and

WHEREAS, the City Council desires to amend said Original General Budget to reflect such supplemental appropriation and/or transfer in the fiscal year 2023; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAY CITY, STATE OF TEXAS:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby to be true and correct.

Section 2. The "Annual Budget" of the City of Bay City, Texas, for the Fiscal Year 2023, is hereby amended as shown on "Budget Amendment #2" to the Original Budget of the City of Bay City, Texas, for the Fiscal Year 2023, attached hereto. These amendments are for municipal purposes. Said Budget Amendment shall be attached to and made a part of such Annual Budget by the City Secretary and shall be filed as required by state law, a true and correct copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bay City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first and final reading this 23rd day of May 2023.

CITY OF BAY CITY, TEXAS

Robert K. Nelson, Mayor

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney

<u>Council Member:</u>	<u>Voted Aye</u>	<u>Voted No</u>	<u>Absent</u>
Brad Westmoreland	_____	_____	_____
Blayne Finlay	_____	_____	_____
Benjamin Flores	_____	_____	_____
Becca Sitz	_____	_____	_____
Jim Folsie Mayor Pro-Tem	_____	_____	_____

Robert K. Nelson, Mayor

ATTEST:

APPROVED as to FORM:

Jeanna Thompson, City Secretary

Anne Marie Odefey, City Attorney



CITY OF BAY CITY
1901 FIFTH STREET
BAY CITY, TEXAS 77414
(979) 245-2137
FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

Requestor Name: Mason, Krystal **Date Submitted:** 05/17/2023
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 05/23/2023
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Interim Assistant Director of Public Works
For City Staff Only

Agenda Location: Discussion Item
(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)

Agenda Content:

Discuss, consider and/or approve Standard Professional Services Agreement between the City of Bay City and Bureau Veritas for Construction Code Services, Fire Code Services, and Public Works Services (Civil Plan Review and Inspections).

Executive Summary of Item:

The City of Bay City has an existing Standard Professional Services Agreement with Bureau Veritas for Construction Code Services. There have been two amendments (Fire Code Services and Fee Schedule for residential construction based upon valuation as per HB 852) to the original contract since executed in November 2014. This PSA will incorporate all amendments and expand to include Public Works Services (civil plan review and inspections). The current staffing level at Public Works makes it difficult to complete timely reviews of civil plans and conduct the necessary follow-up inspections. City Staff will only utilize Bureau Veritas as needed for Public Works Services.



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., (“BVNA”), and the City of Bay City, Texas, (“Client”).

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. (“BVNA”), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents (“Agreement”). Companion Documents shall mean any documents accompanying BVNA’s Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA’s work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA’s time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA’s control. In any of these events, BVNA’s time for completion of its services shall be extended accordingly.

5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client’s staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney’s fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. **Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA’s engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA’s opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA’s site representative, can be construed as modifying any agreement between Client and others. BVNA’s presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner’s agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor’s General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health

and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client, to the extent allowed by Texas law, agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by Texas law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers,

directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. **Insurance:** BVNA, at BVNA’s own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best’s rating of no less than A:VII:

- a. **Workers’ Compensation Coverage:** BVNA shall maintain Workers’ Compensation and Employer’s Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers’ Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA’s services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA’s Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client’s request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. **Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. **Cause of Action:** Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. **Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing

any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. **Releases:** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. **Waiver of Jury Trial:** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. **Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client: _____

If to BVNA: Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to: Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. **Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the

Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by the Texas Public Information Act, a valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a finder's fee in a sum equal to 50% of the employee's current annual salary. as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. To the extent allowed by Texas law, Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.

CLIENT

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of

Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include, but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

**ATTACHMENT B
FEE SCHEDULE**

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review	\$200.00
Fire Code Plan Inspection	\$250.00

Fire Extinguisher Suppression System

Per permit, one Inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150.00
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review	\$250.00
Fire Code Plan Inspection	\$250.00

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

BUREAU VERITAS NORTH AMERICA, INC.

Standard Professional Services Agreement (Facilities) - Rev. (3) 04-14-2021

10,000 square feet total building area

Declared construction valuation \$1,200,000.

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

PUBLIC WORKS SERVICES

Public Works Plan Review Only	1.0% of the cost of construction
Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.



CITY OF BAY CITY
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BAY CITY, TEXAS 77414
(979) 245-2137
FAX: (979) 323-1626

AGENDA ITEM SUBMISSION FORM

Any item(s) to be considered for action by the City Council, must be included on this form, and be submitted along with any supporting documentation. Completed Agenda Item Submission forms must be submitted to the City Secretary's Office no later than 4:00 p.m. on the Monday of the week prior to the Regular Council meeting.

Requestor Name: Mason, James **Date Submitted:** 5/17/2023
Last, First *MM/DD/YYYY*

Requestor Type : City Staff **Meeting Date:** 5/23/2023
Citizen/City Staff/Council Member *MM/DD/YYYY*

Position Title Airport Manager
For City Staff Only

Agenda Location: Ordinance
(e.g.: Consent Agenda/ Discussion Item/ Public Hearing/ Executive Session/ Presentation)

Agenda Content:

Discuss, consider, and/or approve an Ordinance of the City Code of Ordinances Chapter 18 "Aviation": Article I ("In General") and Article III ("Airport Rule and Regulations"); Providing for a cumulative & conflicts clause, providing for a severability clause; and providing for an effective date.

Executive Summary of Item:

NOTES: Ordinances reviewed by TxDOT Aviation and FAA for compliance with grant assurances and FAA minimum standard requirements.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CITY CODE OF ORDINANCES
CHAPTER 18 "AVIATION"; ARTICLE I ("IN GENERAL") AND
ARTICLE III ("AIRPORT RULE AND REGULATIONS");
PROVIDING FOR A CUMULATIVE & CONFLICTS CLAUSE,
PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING
FOR AN EFFECTIVE DATE.**

Be it Ordained by the City Council of the City of Bay City that the following amendments are adopted as Amendments to Chapter 18; Article I of the Code of Ordinances.

Section One. The City of Bay City's Municipal Code of Ordinances, Chapter 18 (entitled "Aviation"), Article I "in General", is hereby amended in its entirety.

Sec. 18-1. Definitions.

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

Acrobatic means the performance of tailspins, loop-the-loop, or any intentional and unnecessary maneuver involving an abrupt change in the altitude of any aircraft and abnormal altitude and/or altitude or abnormal speed downward, or performing what is commonly known as "stunt flying."

Aircraft means any device now or hereafter used for the navigation of or flight in air or space, including but not limited to airplanes, lighter-than-aircraft, helicopters, gliders, amphibians, seaplanes, ultralight vehicles, powered parachutes and weight-shift-control vehicles.

Pilot means any person who manipulates or is responsible for the manipulation of the flight controls of an aircraft while it is under way.

Runway: means an area on land prepared for landing and/or takeoff of aircraft.

Heliport: means an area or place for landing helicopters.

UAS: means an unmanned aircraft system (drone).

Sec. 18-2. Minimum altitude generally.

All pilots shall comply with the Federal Aviation Regulation *Title 14 CFR 91.119 Minimum safe altitudes; general*, as amended, while operating an aircraft through the air space within or over the City of Bay City.).

Sec. 18-3. Acrobatics.

All acrobatic flights shall comply with Federal Aviation Regulation *Title 14 CFR 91.303 – Aerobatic flight*, as amended.

Sec. 18-4. Dropping of printed matter, objects from plane prohibited.

No pilot shall allow or cause any object to be dropped, thrown and/or released from any aircraft in the air space within or over the city of Bay City and/or the Bay City Regional Airport.

Sec. 18-5. Helicopters, Powered Parachutes, Weight-Shift-Control Aircraft.

(a) All pilots of helicopters, powered parachutes, and weight-shift-control aircraft shall comply with the Federal Aviation Regulation *Title 14 CFR 91.119 Minimum safe altitudes; general (b) Over congested areas*, as amended, while operating an aircraft through the air space within or over the City of Bay City.

(b) Helicopter operations may be conducted below the minimum altitude set in *Title 14 CFR 91.119(b)* for law enforcement and emergency medical service agencies needs.

Sec. 18-6. Advertising by loudspeaker from aircraft.

(a) The use of loudspeakers, amplifiers, or other instruments or devices on aircraft in the air space within or over the City of Bay City for the purpose of attracting attention, by creation of noise or speech is prohibited.

Sec. 18-7. Heliports.

The city will prescribe all places of landing of helicopters within the city, such determination to consider places and facilities having the least amount of hazard to life and property.

Sec. 18-8. Runways, Heliports.

No person shall establish, construct, maintain or operate any runway or heliport within the City of Bay City.

Sec. 18-9.- Drones, unmanned Aircraft Systems (UAS)

Prior to operating a UAS within a five-mile radius of the Bay City Regional Airport, individuals must be in compliance with *Title 14 CFR 107*, as amended.

Sec. 18-10.- Penalties

Each violation of this Article shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

Section Two. The City of Bay City’s Municipal Code of Ordinances, Chapter 18 (entitled “Aviation”), Article III “Airport Rules and Regulations”, Division 1 “Generally” and Division 2 “Operations” is hereby amended in its entirety.

DIVISION 1. - GENERALLY

Sec. 18-99. Proprietary Exclusive Right.

The Bay City Regional Airport is owned, managed, operated, and maintained by the City of Bay City, Texas. The city as the owner of a public-use airport elects to provide all aeronautical services needed by the public at the airport. The city recognizes that having more than one FBO providing services is unreasonably costly, burdensome, and impractical. Therefore, the city

exercises its right to proprietary exclusive rights for all aeronautical services for the Bay City Regional Airport

Sec. 18-100. Definitions.

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

Accident means an unintentional happening which results in property damage, personal injury or death.

Agriculture aircraft operations means the operation of an aircraft for the purpose of:

- (1) Dispensing any economic poison;
- (2) Dispensing any other substance intended for plant nourishment, soil treatment, propagation of plant life, or pest control; or
- (3) Engaging in dispensing activities directly affecting agriculture, horticulture, or forest preservation, but not including the dispensing of live insects.

Airport means all lands within the legal boundaries of the Bay City Regional Airport and under the control of the city.

Air Operations Area (AOA) means the areas of the airport used or intended to be used for landing, take-off, or surface maneuvering of aircraft. Within the AOA, are movement and non-movement areas.

Aircraft means any device now or hereafter used for the navigation of or flight in air or space, including but not limited to airplanes, lighter-than-aircraft, helicopters, gliders, amphibians, seaplanes, ultralight vehicles, powered parachutes, and weight-shift-control vehicles.

Airport manager means the official employed by the city to manage, control, maintain and protect the airport.

City means the City of Bay City, Texas and includes employees, agents, and representatives.

Commercial Aeronautical Activity means the buying, selling, or leasing of any goods, products, or services.

Economic poison is any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, nematodes, fungi, weeds, viruses, other forms of plant or animal life, and anything declared by the secretary of agriculture to be a pest. Viruses on or in living man or other animals are excepted. Also, an economic poison is any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.

Federal Aviation Administration (FAA) means the federal agency established by the Federal Aviation Act of 1958 and reestablished in 1967 under the department of transportation.

Federal Aviation Regulations (FAR) are rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States.

Fixed base operator (FBO) means any person, partnership, or corporation engaged in business of an aviation nature under provisions, contracts or lease with the city and in accordance with applicable Federal Air Regulations (FAR).

Flying club means any person, firm, or cooperation, with a charter, bylaws, and elected officials, engaged in ownership, or lease of aircraft that provide flying services only to its members. Flying clubs can be operated as either a non-profit or commercial operation.

Fuel Handling means the transporting, delivering, dispensing, or draining of fuel and/or fuel

waste products.

National Transportation Safety Board (NTSB) is an independent U.S. government investigative agency responsible for civil transportation accident investigation.

Operator means any person in legal or actual control of an aircraft or vehicle on or in the vicinity of Bay City Regional Airport.

Person means any individual, firm, co-partnership, corporation, association, or company (including but not limited to, any assignee, receiver, trustee, or similar representative thereof), or the United States of America, or any foreign government, or any state or political subdivision thereof..

Vehicles means and includes automobiles, trucks, buses, motorcycles, horse-drawn vehicles, bicycles, pushcarts, and any other device in or upon which any person or property is or may be transported, carried, or drawn upon land, except aircraft.

Sec. 18-101. Airport information.

- (a) *Description.* Bay City Regional Airport (BYY / BBC) is a public airport owned, administered, and maintained by the city with partial funding provided by funds from Federal Government Grants and Programs.
- (b) *Location.* Bay City Regional Airport is located six (6) miles east of the City of Bay City at 3598 Farm to Market (FM) 2540 North. Coordinates are 28 degrees 58 minutes North and 95 degrees 51 minutes West.
- (c) *Elevation.* Bay City Regional Airport is 45 feet MSL in elevation.
- (d) *Runways.* Bay City Regional Airport has one runway 13/31, which is 5107 feet in length and 75 feet in width. The runway has parallel and lateral taxiways, navigational aids, approach lighting, and airport lights. The airport is suitable for general, public, and commercial use.
- (e) *Lighting.* Runway 13/31 is lighted from dusk to dawn, MIRL. Lighting intensity is controlled by keying the aviation radio microphone, on Unicom 122.8, five (5) times for medium intensity and seven (7) times for high intensity. Runway 13 has REIL lighting which is activated once the runway lights are in the high intensity setting. All runway signs, windsocks and beacon lights are lighted dusk to dawn.
- (f) *Radio Frequencies:* Traffic at the Bay City Regional Airport is not controlled, however arriving, and departing aircraft should provide a statement of intent on the aviation radio using the Unicom frequency 122.8. All aircraft moving in the AOA should announce their movements on the airport. The purpose for such is for the safety and benefit of everyone using the airport.

Bay City Regional Airport Unicom:	122.8
Bay City Regional Airport AWOS:	118.075
Houston Center:	128.6
- (g) *Approaches.* R NAV RWY 13-31.
- (h) *Telephone Numbers.* Bay City Regional Airport main number is (979) 244-5037. Weather information is provided by our AWOS, the number is (979) 323-1801. Houston Center number is (281) 230-5600. Lockheed Martin Flight Services number is (877) 487-6867.

SEC. 18-102. – COMPLIANCE REQUIRED, LIABILITY OF CITY.

Application: All aircraft, pilots, operators, companies, business organizations, government agencies, and all persons coming upon airport property for any purpose are subject to these regulations.

Compliance: The city council, the airport manager, and/or their representative are empowered to require compliance with these regulations. The airport manager shall always have the authority to enforce and take such action as may be necessary to safeguard any person, aircraft, equipment, or property at the airport. The airport manager has the authority to file criminal charges and/or enforce the rules and regulations or airport minimum standards or lease provisions on behalf of the City of Bay City and to act as its agent in signing leases and enforcing remedies for violations of civil law and to enforce the provisions hereof through the usual court processes, and to file criminal charges were authorized herein. In addition, the airport manager has the authority to remove or evict willful violators from the airport or its facilities if such action is determined to be in the public interest.

Revisions: The city council reserves the right to revise and amend these procedures and regulations, based on legislative updates, rules, laws, and/or regulation changes.

Validity: The voiding of any particular procedure or regulation contained in this article shall not affect the validity of the remainder of these procedures and regulations.

Liability: The city assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, or collision, nor does it assume any liability for injury to persons while at the airport.

SEC. 18-103. – AIRPORT MANAGEMENT.

Purpose: The Bay City Regional Airport is owned, managed, operated, and maintained by the City of Bay City, Texas. The requirements for policing the airport are necessarily distinct and different from those for other city-owned property. Strict control, particularly of the air operations areas (AOA), and other working areas, must be exercised and must be based on a city ordinance to be enforceable. It is the purpose of this article to create such rules and regulations as are necessary to provide this control.

The management and administration of those portions of the airport, to which access by the public is limited, must necessarily be the responsibility of the airport manager. The airport manager must have assistance available from the city police department to process complaints of violations thereof.

Closing Airport: The airport manager may suspend or restrict any or all operations at the airport whenever such action is deemed necessary in the interest of safety.

Circulation of Rules: Copies of these rules and regulations shall be made available to all airport tenants. Copies will be retained in the office of the airport manager for review by anyone during normal business hours.

Enforcement of Rules: The enforcement of these rules and regulations is the responsibility of the airport manager.

Enforcement: Each violation of this Article shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than \$500.00 and each day a violation continues to exist shall constitute a separate offense. A violation of these rules and regulations may be cause for suspension of operating privileges at the airport or eviction from the airport.

SEC. 18-104. – MISCELLANEOUS PROVISIONS.

(1) GENERAL RULES: No person in or upon the airport shall do or omit to do any act that endangers or is likely to endanger any person or property.

(2) INJURY AND DAMAGE REPORTS: The operator of any aircraft or vehicle involved in any accident-causing personal injury or property damage to airport property, or to property of others regardless of the amount of damages, shall make a prompt report of the accident to the airport manager.

- (a) Any person causing damage of any kind to the airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to the city.
- (b) Any person entering the airport whether by vehicle or on foot, does so at their own risk and with no liability incurring to the city for any injury or damage to person or property.

(3) COMPLIANCE WITH FEDERAL AVIATION REGULATIONS: No person shall fail to comply with the Federal Aviation Regulations promulgated by the FAA for observance by aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

(4) RESTRICTED AREAS: No person shall enter areas that are marked or posted as being “restricted”, “private” “employees only”, or “authorized personnel / vehicles only” except as authorized by the airport manager.

- (a) Persons specifically authorized by the airport manager.
- (b) Passengers under appropriate supervision by airport staff and/or aircraft crew, who are entering the ramp and apron for enplaning or departing.
- (c) Persons under supervision and being escorted by a tenant of the airport.

(5) THROUGH-THE-FENCE OPERATIONS PROHIBITED: No person shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport. Furthermore, no person shall be permitted direct ground access to property from the Airport — a practice commonly known as a "through-the-fence operation." Under extenuating circumstances, the City of Bay City may request approval from the FAA through TxDOT Aviation Division for certain through-the-fence operations on a case-by-case basis.

(6) LIEN FOR CHARGES: In order to enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the airport or its agents in connection with the operation of the airport, the city of bay city may place a lien upon such personal property, which shall be enforceable as provided by law.

(7) LIEN POSSESSORY RIGHT: To enforce the payment of any such charges, the airport manager may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.

(8) UNAUTHORIZED SIGNS, EQUIPMENT OR ADVERTISEMENT: No signs, equipment, portable buildings, or trailers may be erected, moved-in, or installed on the airport without written approval by the airport manager.

(9) SURREPTITIOUS ACTIVITIES: Any person observing suspicious, unauthorized, or criminal activities on the airport shall report such activities to the airport manager or the bay city police department. Persons may also report such activities to the Transportation Security Administration General Aviation Information Hotline at 1-866-GA SECUR(E) / 1-866-427-3287.

(10) WRECKED AIRCRAFT: Every aircraft owner, pilot, or agent, shall be responsible for notifying the airport manager and FAA promptly of all aircraft damaged while in operation. Damage to aircraft includes prop strike, bird strike, and any other damage caused during landing, take off and/or taxiing.

- (a) Owners and their agents shall follow all instructions from the FAA, NTSB, and airport manager on moving, storage and handling of the damaged aircraft.
- (b) Owner or their agent are responsible for promptly removing disabled or wrecked aircraft from the AOA of the airport, under the direction of the airport manager.
- (c) Airport manager may at the request of the FAA and/or NTSB take possession of the damaged aircraft.
- (d) In instances where the owner or their agent is unable to promptly remove disabled or wrecked aircraft, the airport manager may do so and the cost for such removal shall be the responsibility of the aircraft owner.

(11) REPAIRS TO AIRCRAFT: No aircraft shall be repaired on any part of the AOA. All outside repairs shall be made only at places designated by the airport manager for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the airport manager for such purpose. This maintenance must not be done in a manner that is unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others.

(12) LICENSED PILOTS: Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this ordinance. This limitation shall not apply to students-in-training under licensed instructors or 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. Use of the Airport by ultralight aircraft (FAR 103) and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the Airport Manager and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City of Bay City.

(13) REGISTRATION: Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

(14) ANIMALS: No person shall enter the airport with any animal unless the animal is, and remains, restrained by a leash, or properly confined as determined by the airport manager, excluding law enforcement, military, or working animals.

(15) LIVING QUARTERS: No person shall make permanent living quarters on the airport.

(16) INTOXICANTS AND NARCOTICS PROHIBITED: No person under the influence of any intoxicant, alcohol, narcotic, or other illicit drug shall operate a vehicle or aircraft at the airport or fly in any aircraft to or from the airport. Persons under the influence of an intoxicant, alcohol, narcotic, or other illicit drug shall be removed from the airport by the bay city police department and shall be subject to prosecution as provided under the laws of the State of Texas and the United

States. This shall not apply to passengers under the care of a medical doctor and accompanied by a doctor, nurse, or licensed health care provider.

(17) FOREIGN OBJECTS: No person shall allow or cause any foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, to be left upon the floor of any building or upon any part of the surface area of the airport. All persons shall upon observing such foreign objects, pick them up and place them in a trash receptacle.

(18) LITTER: 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/or litter is permitted to accumulate around a privately owned, rented, or leased hangar/building, the airport manager shall notify the hangar/building owner, renter, or lessee to remove the offending trash and/or litter. If within ten (10) working days after notification the hangar/building owner, renter, or lessee has not removed the trash and/or litter as directed, the airport manager may have the area cleaned and the cost for such cleaning shall be responsibility of the hangar/building owner, renter, or lessee.

(19) GARBAGE DISPOSAL: No person shall place, discharge, or deposit in any manner, garbage, or any refuse in or upon any part of the airport, except at such places and in such containers specifically designated and marked for such purpose and under such conditions as the airport manager may from time to time prescribe.

(20) ENTRY UPON AIRPORT: All persons entering upon the airport property shall comply with the rules and regulations set forth herein. Unless specifically stated, no culpable mental state shall be required as an element of a violation of these rules and regulations.

(21) COMMERCIAL ACTIVITY: No person shall conduct any commercial activity on the airport without permission from the airport manager.

(22) PHOTOGRAPHY: No commercial photography shall be permitted on the airport without permission from the airport manager.

(23) WASHING OF AIRCRAFT OR VEHICLES: No person shall wash any aircraft or vehicle in violation of these rules:

- (a) Waterless aircraft washing is the only allowable means of cleaning aircraft anywhere on the airport other than the approved airport wash-rack.
- (b) The airport wash-rack is for aircraft washing only. NO privately owned cars, trucks, vehicles, or equipment shall be washed at the airport wash-rack or on airport property. The only exception is for airport vehicles and equipment.
- (c) All wash products shall be phosphate-free and biodegradable.
- (d) All persons shall have a Safety Data Sheet (SDS) readily available for the products used in washing the aircraft.
- (e) The use of the wash rack is restricted to one aircraft at a time. In the instance of an aircraft waiting to use the wash-rack while its in use, the waiting aircraft must park in a tie down on the RAMP. Persons washing an aircraft, once the aircraft is finished being washed and another aircraft is waiting, you must move your aircraft to a tie down on the RAMP to finish drying or polishing your aircraft.

- (f) No person shall block the Jet-A self-serve terminal, fuel system, or fuel truck.
- (g) To start the use of the wash-rack the following steps must be followed:
 - 1. Place the diversion board into the slot which stops the flow of water into the grass area.
 - 2. Remove the watertight plug in the drain.
 - 3. Turn on the water at the faucet and unroll the water hose. The water faucet is located at the backside of the shop building. The water hose is already attached to it.
- (h) Upon completion of washing, persons shall ensure that the wash-rack is clean, and no debris is left behind. Once this is complete the following steps must be followed:
 - 1. Reinstall the watertight plug
 - 2. Remove the water diversion board and place on the concrete box. This allows rainwater to be diverted into the grass area.
 - 3. Roll up the water hose and shut off the water.

Violations by any person of this Section shall result in future use of the wash-rack permanently. Each violation of this Section shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

Secs. 18-105—18-130. Reserved.

DIVISION 2. OPERATIONS

Sec. 18-131. Ground operations.

Rule 131-1. Ground & Vehicular Traffic — 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 vehicles shall yield right of way to aircraft in motion, emergency vehicles and airfield equipment/service vehicles.
- B. No vehicle shall approach so close to any aircraft with running engine(s) as to create a hazard. This shall not apply to emergency and/or ground service vehicles.
- C. All vehicles entering or exiting the security gates shall stop to ensure the gate properly closes before proceeding. When escorting another vehicle through the security gate, operators must wait for the gate to close behind the last vehicle.
- D. No vehicle or person shall enter the AOA without permission from the airport manager.
- E. Any vehicle authorized to access the AOA of the airport shall display a flashing, rotating, or steady. Emergency and airport vehicles shall use the emergency lighting installed on the vehicle.
- F. No person shall park or stop a vehicle in front of a driveway, access gate, designated fire, or emergency lane.
- G. No person shall park a vehicle in any manner that blocks the aircraft movement area, taxiway, or taxiway lane.
- H. All persons shall obey all stop signs, or other traffic control signs posted on the airport.
- I. All vehicles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio, and must receive a clearance from, and remain in continuous communications with, the Airport Traffic Control Tower (ATCT) when the ATCT is operating. When the ATCT is not operating, or at airports that do not have an ATCT, any vehicle authorized to access the taxiways or runways is required to monitor the published Unicom Frequency for the Airport and have the ability to communicate with aircraft via a two-way aviation radio.

Rule 131-2. Speed Limits — All vehicles shall be operated at fifteen (15) miles per hour (MPH), unless posted otherwise on all areas of the airport. This shall not apply to authorized emergency or city vehicles while engaged in emergency or airport operations.

Rule 131-3. Parking - No person shall park any vehicle or aircraft in any grass area of the airport without written permission from the airport manager. The airport manager shall have the authority to tow or otherwise remove motor vehicles or aircraft which are parked on the airport in violation of these rules. The vehicle or aircraft will be towed at the owner's expense and without liability for damage which may result in the course of such moving.

Rule 131-4. Vehicle Repairs - No person shall clean or make any repairs to motor vehicles on the airport, except emergency repairs. The rules do not apply to airport vehicles.

Sec. 18-132. T-Hanger Vehicle Access

No person shall operate a vehicle near or around any t-hanger on the airport except in accordance with the following rules, and all federal, state, and local laws:

- (a) All vehicles shall yield right of way to aircraft in motion, emergency vehicles and airfield equipment / service vehicles.
- (b) All leaseholders and authorized T-Hangar Vehicle Access Card holders are responsible for their actions, the actions of their guests, and to ensure airport rules and regulations are followed while inside the T-Hangar area. All authorized gate card holders are responsible to stay in compliance with the City of Bay City Code of Municipal Ordinances, Chapter 118, Article III, Airport Rules and Regulations.
- (c) No person shall park a vehicle or aircraft in any manner which causes a safety issue, blocks, or obstructs a taxi-lane.
- (d) A maximum of two (2) passenger vehicles may be parked inside a T-Hangar while the aircraft is in operation. In such situations where an aircraft will not be pulled out of a T-Hangar, you must park parallel and as close to the side of the leased T-Hangar as possible.
- (e) Additional vehicles shall be parked in the public parking lot near the main terminal building entrance.
- (f) No parking is allowed near any aircraft movement area to include the grass areas.
- (g) No parking is allowed in any grass areas of the airport without written permission from the airport manager.
- (h) Personal vehicles are not allowed on any secured areas of the airport (i.e. RAMP, fueling areas, tiedown areas, taxiway) except at the T-Hangar area, without permission from the airport manager.
- (i) Vehicles shall not exceed 15 mph while inside the T-Hangar area.
- (j) T-Hangar guests shall be personally escorted by an authorized card holder to the intended destination within the complex. Tenants are responsible for the safety, conduct and actions of their guests.
- (k) The airport manager shall have the authority to tow or otherwise remove motor vehicles which are parked on the airport in violation of these rules. The vehicle will be towed at the owner's expense and without liability for damage which may result in the course of such moving.

Sec. 18-133. Airport security.

Rule 133-2. Access Codes/Devices — Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager

Rule 133-3. Security Gates - Persons entering or exiting any security gate upon the airport shall ensure the gate properly closes before proceeding. If the security gate fails to close properly, the person is required to remain at the gate and contact the airport immediately at (979) 244-5037. Once airport staff are advised all persons shall follow the instructions given before leaving the security gate.

Rule 133-4. Terminal Building and Security Gates - Tenants will be issued a personal security code. This code will be used to enter the security gates (man gates) located next to the terminal building entering the AOA/RAMP and T-Hangar area. Tenants will use their t-hangar access card to enter the terminal building after business hours, using the after-hours door. Tenants shall not give out their personal security code or access card to anyone. If family and/or friends need access through these areas, they shall be escorted by a tenant.

Rule 133-5. Temporary Security Gate Access - Temporary security gate codes will be issued for persons coming out to work on aircraft on a non-regular basis, as well as flight instructors, AMP's and Inspection authorized mechanics (IA). Tenants shall contact the airport and inform airport staff of the day, approximate time and the name of the person authorized access to their T-Hangar. The authorized person

shall physically come into the terminal and provide airport staff with a valid governmental photo ID. A temporary access code will only be issued after a tenant has contacted airport staff authorizing the person.

Rule 133-6. T-Hanger Vehicle Access Card Issuance and Use:

- (a) Each T-Hangar lease will be issued up to two (2) access cards at no charge for entrance into GATE #2 (T-Hangar access gate) and the Main Terminal after hours entrance door (by the parking lot). (These cards will be for the tenant, their spouse, or a business partner, (business partner must be listed on the aircraft title or LLC). A T-Hangar Vehicle Gate Access Authorization form must be signed by each individual obtaining the access card. Each individual must present a valid government issued photo ID; a copy of that ID will be maintained on file along with the form. Gate access cards may not be shared or loaned to any other person.
- (b) Possession of an access card is not proof of authorized access. Any person NOT having a T-Hangar Vehicle Gate Access Authorization form and photo ID on file will be cited for trespassing in a secure area of the airport.
- (c) Gate access cards are the property of the Bay City Regional Airport and can be confiscated or deactivated at any time.
- (d) Access may be limited during special events or in the event of an emergency.
- (e) Lost or stolen cards shall be reported immediately. The original card will be deactivated prior to issuing a replacement card. Replacement cards are \$10 per card (non-refundable).
- (f) Additional access cards may be purchased at \$10.00 (non-refundable) per card. Additional cards will only be issued for licensed aircraft mechanics, maintenance, or avionics businesses that service your aircraft on a regular basis and are registered with the Airport. A T-Hangar Vehicle Gate Access Authorization form signed by the lease holder, as well as the business owner, along with a copy of a valid governmental issued photo ID is required. If the Business owner of the mechanics, maintenance, or avionics business will be allowing an employee the use of the access card on behalf of the business, a copy of a valid governmental issued ID is required to be on file, in order for that employee to be allowed authorized access.
- (g) Violations by any individual of this policy shall result in the deactivation of the access card and the revocation of privileges to operate a motor vehicle in the T-Hangar area of the Airport permanently. It will be the responsibility of the lease holders to return the deactivated card to the Airport within two (2) weeks of notice of deactivation. If the access card is not returned within the two (2) weeks a non-return fee will be charged to your account.
- (h) All access cards must be turned in within two (2) weeks of lease termination. The leaseholder is responsible for the collection and return of all cards associated with the account. A non-return fee of \$20 per card will be deducted from the leaseholder's security deposit if card(s) are not returned as required.

Rule 133-7. Penalties - Violations by any person of Sections 18-131, 18-132, 18-133, 18-134 and/or 18-135 shall result in the deactivation of their access codes / devices and the revocation of privileges to operate a motor vehicle in the secure areas of the airport permanently. Each violation of this Section shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

Sec. 18-134. Aircraft operation rules.

Rule 134-1. Aircraft Tie Downs

- (a) All aircraft not hangered shall be tied down and additionally should have the wheels chocked when remaining overnight and during inclement weather.

- (b) All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.
- (c) Aircraft parked overnight on the APRON shall pay a tie down fee as posted for each night, except that such fee may be waived upon purchase of fuel.

Rule 134-2. Running Aircraft Engines

- (a) Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.
- (b) No aircraft will be left running without a qualified person at the controls.
- (c) No aircraft engine shall be started or run inside any building or hangar.
- (d) No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

Rule 134-3. Damage to Airport Lighting — Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager. Persons causing damage to airport lighting as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixture(s) and may be charged with a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00).

Rule 134-4. Parking Aircraft

- (a) Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA AC 150/5300-13 (latest change) and all aircraft not hangered shall be parked in the areas designated by the Airport Manager for that purpose.
- (b) Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.
- (c) Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager as an emergency measure.
- (d) It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or tied down.

Rule 134-5. Loading and Unloading Aircraft — Loading or unloading aircraft with the engine running is prohibited. Exception will be approved by the Airport Manager.

Rule 134-6. Emergency Locator Transmitter (ELT) — At a safe and appropriate time after takeoff and after landing prior to engine shutdown, pilots should tune their aircraft radios to the emergency frequency (121.5 or 243.0) and listen to determine if their, or any, aircraft ELT is transmitting. If your ELT is transmitting after takeoff or landing, turn off the ELT and advise the FAA Automated Flight Service Station for the area via radio or telephone (800-WX-BRIEF or 800-992-7433) that your ELT was accidentally turned on. Provide the time and location of activation, if known, and the time and location of deactivation. 406 Mhz ELTs should be checked for normal operation as part of the preflight/post flight checks.

Rule 134-7. Taxiing Aircraft

- (a) No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.

- (b) Aircraft will be taxied at a safe and prudent speed and in such manner as to be always under the control of the pilot in command.
- (c) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.
- (d) Aircraft shall not taxi onto the runway if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.
- (e) Aircraft shall not be taxied by engine power into or out of any hangar.
- (f) Aircraft equipped with aviation band radios, whether handheld or installed, shall announce their intention during all aircraft movement, this includes taxiing from hangars, fuel points, tiedowns and all AOA. Announcements shall begin at the aircrafts starting point and end where the aircrafts engine is shut off.

Rule 134-8. Standard Traffic Pattern and Altitude, Non Towered Airports — All flight activity will adhere to FAA Advisory Circular 90-66 (latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers"; also depicted in the Aeronautical Information Manual. Recommended traffic pattern altitudes are 1000 feet Above Ground Level (AGL) for piston powered airplanes and 1500 feet AGL for turbine powered airplanes. Helicopters will operate as to not obstruct the normal traffic pattern. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.

Rule 134-9. Clearing Public Right of Ways — No aircraft shall takeoff or land in such manner as to clear any public street or highway at an altitude of less than fifteen (15) feet, or seventeen (17) feet over an interstate highway, twenty-three (23) feet over a railroad, or twenty-seven (27) feet over a coastal water way, or the clearance height of the tallest bridge over the waterway, nor land or take off on the taxiway or over hangars or other structures, automobile parking areas, or groups of spectators. (Ref: FAR 77).

Rule 134-10. Takeoffs on Other Than Runways — Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, powered lift, balloons, airships, ultralight, or light sport aircraft except by prearranged permission from the Airport Manager. Helicopters may operate to and from designated helicopter landing areas.

Rule 134-11. Takeoffs - Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the UNCOM their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position. See FAR 91.113 (g).

Rule 134-12. Preferred Runway— If the winds are calm or at a ninety (90) degree crosswind to Runway 13-31, the preferred takeoff and landing runway is 13.

Rule 134-13. Student Training, Local Operations

- (a) Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.
- (b) The Airport Manager may designate and advise airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.
- (c) No commercial flight schools shall operate on or from the airport except under contract with the city.

Rule 134-14. Special Procedures

- (a) The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Airport/Facility Directory if of a permanent nature or the Airport Manager shall issue a NOTAM if such change is if a temporary nature. Permanent changes require filing through TxDOT Aviation Division to the FAA. Temporary closing of a portion of the airport for special events will be approved by the FAA, through TxDOT Aviation Division. See FAA Order 5190.6 (latest change).

Rule 134-15. Parachuting. Parachute descent onto the Airport property shall not be permitted without the recommendations of the City of Bay City and the written approval of the Airport Manger. The Airport Manager may develop operating procedures and designated landing areas for parachute operations.

Rule 134-16. Model Aircraft — Model aircraft not capable of carrying a person shall not be permitted to operate, take off or be launched from, flown over or land at the Airport. Model A/C operations for specific aeronautical events such as fly-ins or air shows may be approved for specific times by the Airport Manager.

Sec. 18-135. Agricultural Spraying Operations — Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Manager. Each Ag operator shall carry liability insurance in the amount of \$1,000,000.00 dollars, payable to the City of Bay City for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator.

(1) PERMITS FOR AGRICULTURE AERIAL OPERATIONS, (Crop Dusting).

- (a) No person shall conduct an agriculture aircraft operation from the airport, except upon a permit issued by the airport manager.
- (b) City council shall approve, by resolution, the form of an aerial applicator operation permit for agriculture aerial operations at the airport.
- (c) The fee for an aerial applicator operating permit shall be \$500.00 for two aircraft for a 30-day period. Any additional aircraft is an additional fee of \$250.00 per aircraft, per 30-day period.

(2) APPEALS. An appeal of the airport manager's denial or revocation of an aerial applicator operation permit shall be made to city council. A decision made by the city council is not subject to appeal.

Sec. 18-136. Fueling, flammable fluids, and fire safety.**Rule 136-1. Fueling Aircraft**

- (a) All aircraft fueling, fuel equipment, and procedures shall comply with Manual 407 — "Standard for Aircraft Fuel Servicing, 2017 edition," as amended, published by the National Fire Protection Association, A copy can be obtained at <http://catalog.nfpa.org>

- (b) All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, 2000 Edition as amended as published by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, as amended.
- (c) All aircraft shall be fueled at least fifty (50) feet from all hangars and buildings.
- (d) Fueling trucks shall not be parked within any building or hangar or within 50 feet of any building or hangar.
- (e) Aircraft fuel storage tanks for below-ground or above-ground use shall be constructed, installed, registered as required, monitored for leakage, operated, and maintained in accordance with federal and state statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality.
- (f) Aviation or auto fuels shall not be stored within a hangar or building except in approved five gallon or smaller containers manufactured and marked for such purpose and only within an approved fire rated cabinet.
- (g) Persons or businesses wishing to dispense fuel into their aircraft shall not be denied; however, they shall meet all requirements the city places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property shall be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.
- (h) Public sale of automobile gasoline for use in aircraft is prohibited at the Airport without written approval of the Airport Manager. Aircraft authorized by the FAA to use auto gasoline may be privately fueled by the owner in a location designated by the Airport Manager in accordance with all rules appertaining to aircraft fueling and fire safety contained herein.
- (i) All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane level, if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.
- (j) Fuel spills in excess of one gallon shall be reported to the Airport Manager and immediate action taken to clean up the spill in accordance with all local, state, and federal regulations.
- (k) Other than in exigent circumstances, no aircraft shall be fueled or defueled while the engine is running.
- (l) No aircraft shall be fueled or defueled during an electrical storm.
- (m) No person shall smoke within 100 feet of an aircraft being fueled or defueled.
- (n) During fueling or defueling, the aircraft and dispensing apparatus shall both be properly bonded.
- (o) No person shall operate a radio transmitter or electrical system in an aircraft while it is being fueled or defueled.
- (p) Fueling hoses and equipment shall be maintained in a safe, operational, and nonleaking condition and shall meet the National Board of Fire Underwriters, or equivalent, standard.
- (q) No person shall start any engine where there is fuel spillage in the vicinity of the aircraft.

- (r) Adequate fire extinguishers shall be within reach of all persons engaged in fueling or defueling operations. All extinguishers shall be inspected and recertified as required by law. All persons engaged in fueling an aircraft shall be familiar with the proper use of fire extinguishers.
- (s) No aircraft shall be fueled while parked in a closed hangar.
- (t) All aviation fuel nozzles will have deadman controls which will shut off the fuel flow when the nozzle hand control is released.
- (u) The use of any means that defeats the deadman control of any fuel nozzle shall be prohibited.

Rule 136-2. Fuel Flowage Fee — Any person, corporation, partnership, association, or business entity of any kind, or any person acting for or through them, including, but not limited to, any wholesale fuel distribution company, who delivers fuel to a fuel storage tank or who delivers fuel obtained from a source not on the Airport directly into any aircraft on the Airport must pay the amount of \$0.15 per gallon of fuel delivered.

- (a) Payment to the City of Bay City of all fuel flowage fees due must be made not later than the fifteenth (15th) day of the month following the date of the fuel delivery.
- (b) Payment of fuel flowage fees shall be accompanied by a report in a form approved by the Airport Manager that indicates the amount of fuel delivered to the airport during the preceding month.
- (c) Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.

Rule 136-3. Fire Safety

- (a) Every person using the Airport in any manner shall exercise the greatest care and caution to avoid and prevent fire.
- (b) Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.
- (c) Compressed flammable gas shall not be kept or stored at the Airport, except at such place as may be designated by the Airport Manager.
- (d) No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building at the Airport.
- (e) No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the Airport Manager.
- (f) Hangar entrances shall be identified in such a manner so that emergency or fire/rescue personnel and equipment can immediately access the hangar without hindrance.
- (g) The floors in all buildings shall be kept clean and free of oil, and drip pans shall be used on all aircraft that are having maintenance performed on them. Volatile or flammable substances shall not be used to clean floors, walls, or any portion of a hangar structure.
- (h) All Airport tenants and lessees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by applicable fire codes and regulations. Each fire extinguisher shall carry a suitable tag showing the date of its most recent inspection.
- (i) No person shall keep or store waste oils in or about the hangars. Waste oils shall be disposed of in the approved waste oil container provided by the Airport.

- (j) No person shall keep or store more than one case of oil in or about the hangars. All oil shall be stored in an approved fire rated cabinet.
- (k) No boxes, crates, cans, bottles, paper, tall grass/weeds or other litter shall be permitted to accumulate in or about a hangar.
- (l) The process of "doping" shall be accomplished only in properly designated, fireproof and ventilated facilities or open areas of the ramp as designated by the Airport Manager.
- (m) All empty oil, paint and varnish cans, bottles or other containers shall be removed immediately from the premises and not allowed to remain in or about hangars, shops and other buildings, and shall be disposed of in accordance with all applicable state and federal laws and city ordinances.
- (n) All containers holding flammable liquids shall be manufactured and marked for such purpose and only stored within an approved fire rated cabinet.
- (o) No explosive, toxic or corrosive substances shall be stored at the Airport unless approved by the Airport Manager and stored in accordance with the manufacturers recommendations and specifications as well as in a fire rated cabinet.
- (p) No open flame, flame-producing device or other source of ignition shall be permitted in any hangar, building or shop.
- (q) All repairing of aircraft requiring the use of open flame, spark-producing devices or the heating of parts above 500 degrees Fahrenheit shall be done in the open or in an area conforming to the provisions of the building code for hazardous occupancy.
- (r) All applied provisions or regulations of the city fire prevention code and referenced National Fire Protection Association standards shall be complied with.

Rule 136-4. APPLICATION AND COMPLIANCE. All persons, companies and agencies engaged in any activity at the airport, whether occupying airport-owned facilities or otherwise, shall comply with fire regulations as issued by the city and shall comply with all applicable city, county, state and federal laws and regulations.

Rule 136-5. ENFORCEMENT. The airport manager may direct the removal of fire hazards, arrangement and modification of equipment, or alter operating procedures in the interest of fire prevention.

Rule 136-6. PENALTIES. Each violation of this Section shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

Section Three. The City of Bay City's Municipal Code of Ordinances, Chapter 18 (entitled "Aviation"), Article III "Airport Rules and Regulations", Division 4 "Fire Regulations", Division 6 "Motor Vehicles", Division 7 "Emergency Procedures", and Division 8 "Safety" is hereby deleted in its entirety.

Section Four. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of Bay City, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

Section Five. Severability. If for any reason any section, subsection, sentence, clause or phrase of this Ordinance, shall be held invalid, it shall not effect any valid provisions of this or any other ordinance of the City of Bay City, Texas.

Section Six. Effective Date. This Ordinance shall become effective on the _____ of _____, 2023.

PASSED AND APPROVED on this _____ day of _____, 2023.

Robert K. Nelson, Mayor
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson,
City Secretary
City of Bay City, Texas

Anne Marie Odefey, City Attorney

Council Member:	Voted Aye	Voted No	Absent
Robert K. Nelson, Mayor	_____	_____	_____
Benjamin Flores	_____	_____	_____
James Folse Mayor Pro Tem	_____	_____	_____
Brad Westmoreland	_____	_____	_____
Becca Sitz	_____	_____	_____
Blayne Finlay	_____	_____	_____

Robert K. Nelson, Mayor
City of Bay City, Texas

ATTEST:

APPROVED AS TO FORM:

Jeanna Thompson,
City Secretary
City of Bay City, Texas

Anne Marie Odefey, City Attorney

Chapter 18 AVIATION¹

ARTICLE I. IN GENERAL

Sec. 18-1. Definitions.

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

Acrobatic means the performance of tailspins, loop-the-loop, or any intentional and unnecessary maneuver involving an abrupt change in the altitude of any aircraft and abnormal altitude and/or altitude or abnormal speed downward, or performing what is commonly known as "stunt flying."

Aircraft means any ~~contrivance now known or hereinafter invented, used or designed for navigation or flight in the air~~ device now or hereafter used for the navigation of or flight in air or space, including but not limited to airplanes, lighter-than-aircraft, helicopters, gliders, amphibians, seaplanes, ultralight vehicles, powered parachutes and weight-shift-control vehicles.

Pilot means any person who manipulates or is responsible for the manipulation of the flight controls of an aircraft while it is under way.

Runway: means an area on land prepared for landing and/or takeoff of aircraft.

Heliport: means an area or place for landing helicopters.

UAS: means an unmanned aircraft system (drone).

(Code 1985, § 5-1; Code 2000, § 18-1)

State law reference(s)—Definitions generally, V.T.C.A., Transportation Code § 22.001.

Sec. 18-2. Minimum altitude generally.

All pilots shall comply with the Federal Aviation Regulation Title 14 CFR 91.119 Minimum safe altitudes; general, as amended, while operating an aircraft through the air space within or over the City of Bay City. ~~It shall be unlawful for any person to pilot, fly or operate an aircraft through the air space within or over the city at an altitude of less than 1,000 feet above the highest obstacle within a radius of 2,000 feet, except when necessarily incident to taking off or landing or in cases of emergency, and except as provided in section 18-5(b).~~

(Code 1985, § 5-2; Code 2000, § 18-2)

State law reference(s)—General authority of municipality to establish, operate, etc., airports, V.T.C.A., Transportation Code § 22.002.

¹State law reference(s)—Aviation, V.T.C.A., Transportation Code § 21.001 et seq.; airport zoning, V.T.C.A., Local Government Code § 241.001 et seq.

Sec. 18-3. Acrobatics.

All acrobatic flights shall comply with Federal Aviation Regulation Title 14 CFR 91.303 – Aerobatic flight, as amended~~It shall be unlawful for any person to fly, operate or to pilot acrobatically an aircraft at any altitude within or over the city.~~

(Code 1985, § 5-3; Code 2000, § 18-3)

Sec. 18-4. Dropping of printed matter, objects from plane prohibited.

No pilot shall allow or cause any object to be dropped, thrown and/or released from any aircraft in the air space within or over the city of Bay City and/or the Bay City Regional Airport.~~It shall be unlawful for any person to drop, throw, hurl or release, or cause to be dropped, thrown, hurled or released, any papers, magazines, circulars, handbills, advertising matter or any objects of any kind or description from an airplane while such airplane is flying over the city.~~

(Code 1985, § 5-4; Code 2000, § 18-4)

Sec. 18-5. Helicopters, Powered Parachutes, Weight-Shift-Control Aircraft.

(a)

(a)All pilots of helicopters, powered parachutes, and weight-shift-control aircraft shall comply with the Federal Aviation Regulation Title 14 CFR 91.119 Minimum safe altitudes; general (b) Over congested areas, as amended, while operating an aircraft through the air space within or over the City of Bay City.

(b)Helicopter operations may be conducted below the minimum altitude set in Title 14 CFR 91.119(b) for law enforcement and emergency medical service agencies needs.

~~No person shall operate a helicopter within the city at an altitude of less than 1,000 feet unless on routes as hereinafter provided for.~~

~~(b)—All flights of helicopters within the city wherein a landing or takeoff is made from any point within the city shall be made at a minimum altitude of 500 feet and shall be made over routes prescribed. In determining these routes, the city will be guided by the provisions of Federal Air Regulation part 91, as presently promulgated by the Federal Aviation Administration of the United States Government.~~

~~(c)—Upon request stating the time, condition, location, route, landing space, reasons for request and other pertinent information, the city may grant special permits for special flights on temporary routes other than those permanently prescribed under subsection (b) of this section.~~

(Code 1985, § 5-5; Code 2000, § 18-5)

Sec. 18-6. Advertising by loudspeaker from aircraft.

(a) The use of loudspeakers, amplifiers, or other instruments or devices on aircraft in the air space within or over the City of Bay City for the purpose of attracting attention, by creation of noise or speech is prohibited~~The use of loudspeakers, amplifiers, or other instruments or devices on aircraft in flight over the corporate limits of the city for the purpose of attracting attention, by the creation of noise, to any performance, show, sale of merchandise or services at any time on Sunday and at any time over or within a one-half mile radius of any hospital area, and on other days is prohibited without first obtaining a permit to do so from the mayor and paying a fee of \$15.00 for each flight. The mayor can issue such permits if the person who will operate the~~

~~aircraft in carrying out any of the objects named in this section, is duly licensed, the aircraft to be used is licensed by the Federal Aviation Administration and the safety or lives of the inhabitants of the city will not be endangered by the proposed flight. However, the permit provided for in this section may be issued by the mayor for periods of not longer than seven days rather than for individual flights, if the safety or lives of the inhabitants of the city will not be endangered by such permits and a permit fee of \$25.00 is paid. A seven-day permit shall be revoked by the city council upon violation of the terms and provisions of this section.~~

~~(b) It shall further be unlawful for any advertiser to contract for or permit any advertisement as hereinbefore set forth from any aircraft over the corporate limits of the city unless a permit has been issued covering the flight.~~

(Code 1985, § 5-6; Code 2000, § 18-6)

Sec. 18-7. Heliports.

The city will prescribe all places of landing of helicopters within the city, such determination to consider places and facilities having the least amount of hazard to life and property ~~and being accessible to business areas and other forms of transportation. Special attention will be given to the structural strength of roofs and other parts of buildings used as landing places. The minimum heliport landing area will be 75 feet by 75 feet and enclosed by a three-foot high fence.~~

(Code 1985, § 5-7; Code 2000, § 18-7)

Sec. 18-8. Runways, Heliports.

No person shall establish, construct, maintain or operate any runway or heliport within the City of Bay City.

Sec. 18-9.- Drones, unmanned Aircraft Systems (UAS)

Prior to operating a UAS within a five-mile radius of the Bay City Regional Airport, individuals must be in compliance with Title 14 CFR 107, as amended.

~~Sec. 18-8. Permits for landing places.~~

~~No person shall establish or maintain or operate any landing place for airplanes within the city, except upon permit of the city council.~~

Sec. 18-10.- Penalties

Each violation of this Article shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

(Code 1985, § 5-8; Code 2000, § 18-8)

Secs. 18-~~9~~11—18-34. Reserved.

ARTICLE II. AIRPORT ZONING²

DIVISION 1. GENERALLY³

Sec. 18-35. Purpose-short title.

This section is adopted pursuant to the authority conferred by the Airport Zoning Act, as amended, Texas Local Government Code (hereinafter "V.T.C.A., Local Government Code") Chapter 241.

It is hereby found that airport hazards and obstructions have the potential for endangering the lives and property of users of Bay City Regional Airport and property or occupants of land in its vicinity; that an obstruction may affect existing and future instrument approach minimums of Bay City Regional Airport; and that an obstruction may reduce the size of areas available for the landing, taking off and maneuvering of aircraft. Accordingly, it is declared that:

- (1) The establishment of an obstruction or development near an airport that is incompatible with the safe operation of that airport has the potential of being a public nuisance and may injure the region served by Bay City Regional Airport;
- (2) The encroachment of noise-sensitive or otherwise incompatible land uses within certain areas set forth hereinbelow may endanger the health, safety and welfare of the owners, occupants, or users of the land;
- (3) It is necessary in the interest of the public health, public safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation or potential incompatible land uses be prevented;
- (4) The prevention of these obstructions and land use conflicts should be accomplished, to the extent legally possible, by the exercise of the police power without compensation;
- (5) The Bay City Regional Airport fulfills an essential community purpose. It is further declared that the prevention of the establishment of hazards to air navigation; the elimination, removal, alteration or mitigation of hazards to air navigation; the marking and lighting of obstructions; and the prevention of the establishment of incompatible land use on properties adjacent to the airport are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

This article shall be known and may be cited as the consolidated hazard area and compatible land use zoning regulations for Bay City Regional Airport.

²Editor's note(s)—Ord. No. 1667, adopted March 23, 2021, amended art. II in its entirety to read as herein set out. Former art. II pertained to the same subject matter, consisted of §§ 18-35—18-39, 18-67—18-70, and derived from the 1985 Code; and the 2000 Code.

State law reference(s)—Airport Zoning Act, V.T.C.A., Local Government Code, § 240.001 et seq.

³Editor's note(s)—It should be noted that Exhibits 1 through 5 referred to throughout this division are attached to Ord. No. 1667, and are on file in the city offices.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Power to adopt zoning ordinances for height hazard and compatible use, V.T.C.A., Local Government Code §§ 241.011, 241.012.

Sec. 18-36. Definitions.

As used in this article, unless the context otherwise requires:

Administrative agency means the appropriate person or office of a political subdivision which is responsible for the administration and enforcement of this article. It shall be the duty of the office of the Bay City Regional Airport Manager to administer and enforce the regulations prescribed herein and is hereby designated as the administrative agency.

Airport means that area of land located within Matagorda County, Texas, currently referred to as the Bay City Regional Airport which is designed and set aside for the landing and taking off of aircraft, in the past, present, and future, used and to be used in the interest of the public for such purpose. The term includes an area with installations relating to flights, including installations, facilities, cargo handling, and bases of operations for tracking flights or requiring data concerning flights.

Airport elevation means the established elevation of the highest point on the runway, either existing or planned, at the airport measured in feet above mean sea level (MSL), based on the North American Datum of 1983 (NAD 83). The airport elevation of Bay City Regional Airport is 45 feet above mean sea level (MSL). This elevation is defined in the current airport layout plan, which is incorporated herein by reference.

Airport hazard means any structure or tree or use of land which obstructs that air space required for the flights of aircraft or which obstructs or interferes with the control or tracking and/or data acquisition in the landing, taking off or flight at any airport, or at any installation or facility relating to flight, and tracking and/or data acquisition of the flight craft; hazardous, interfering with or obstructing such landing, taking off or flight of aircraft or which is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.

Airport layout plan means a planning document, required by the Federal Aviation Administration (FAA), for the identification of airport facilities, appurtenances, and proposed improvements associated with the airport. The current airport layout plan for Bay City Regional Airport was approved on August 17, 2018. The official copy of the airport layout plan is on file in the airport managers office.

Airport Zoning Act means the Airport Zoning Act, V.T.C.A., Local Government Code, chapter 241.

Approach surface means a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in section 18-40. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.

Approach, transitional, horizontal, and conical zones are zones are set forth and further detailed in section 18-40 of this article.

Board of adjustment means the Bay City-Matagorda County Joint Airport Zoning Board for Bay City Regional Airport hereby appoints the Bay City City Council to act as the board of adjustment for this article.

Compatible land use means a use of land in the vicinity of the airport within the development zone that does not endanger that health, safety, or welfare of the owners, occupants, or users of the land because of levels of noise or vibrations or the risk of personal injury or property damage created by the operations of the airport, including the taking off and landing of aircraft.

Compatible land use area means an area of land located in the vicinity of the airport as indicated on "exhibit 3" attached [to Ord. No. 1667] and made a part hereof.

Conical surface means a surface extending outward and upward from the periphery of the horizontal surface for a horizontal distance of 4,000 feet.

Hazard to air navigation means an obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.

Height, for the purpose of determining the height limits in all zones set forth in this article and shown on the map(s) herein, the datum shall be mean sea level elevation based on NAD 83 unless otherwise specified.

Horizontal surface means a horizontal plane above the airport, the perimeter of which is an oval constructed by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of Runway 13/31 and connecting the arcs by tangent lines.

Joint airport zoning board means the Bay City-Matagorda County Joint Airport Zoning Board consisting of five members, two members appointed by the Commissioners' Court of Matagorda County and two members appointed by the City Council of the City of Bay City with the fifth member elected by a majority of the members so appointed with the fifth member so elected to serve as chairman of said joint airport zoning board.

Landing area means the surface area of the airport used for the landing, take-off or taxiing of aircraft.

Nonconforming use means any preexisting structure, object of natural growth, or use of land which is inconsistent with the provisions of this article or an amendment thereto.

Non-precision instrument runway means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned. Runway 13/31 is defined for this article as a non-precision instrument runway.

Object of natural growth means any tree, shrub, or other vegetation.

Obstruction means any structure, growth, or other object, including a mobile object which exceeds a limiting height set forth in section 18-40.

Person means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

Primary runway means an existing or planned paved runway greater than 3,200 feet in length on which a majority of the approaches to and departures from the airport occur. Runway 13/31 is the primary runway at the Bay City Regional Airport.

Primary surface means a surface longitudinally centered on a runway and extending 200 feet beyond each end of the runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The width of the primary surface for Runway 13/31 is 500 feet. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

Runway means a defined area on an airport prepared for landing and take-off of aircraft along its length. The length of Runway 13/31 at Bay City Regional Airport is 5,107 feet.

Structure means an object, including a mobile object, constructed, or installed by man, including, but not limited to, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.

Transitional surfaces means a surface extending outward at 90-degree angles to the primary and approach surfaces until they intersect the horizontal surface.

(Ord. No. 1667, 3-23-2021)

Sec. 18-37. Conflicting regulations.

Other ordinances, sections in this article and any other regulations applicable to the same subject matter, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Conflict of an airport hazard area and compatible land use zoning regulation with another regulation V.T.C.A., Local Government Code §§ 241.901 and 241.902.

Sec. 18-38. Appeals.

- (1) Any person aggrieved, any taxpayer affected, or the joint airport zoning board that believes the decision of the administrative agency, made in administration of this article, is an improper application of these regulations, may appeal to the board of adjustment.
- (2) All appeals hereunder must be taken within a reasonable time, but no later than four weeks after a decision is reached by the administrative agency, as provided by the rules of the board of adjustment, by filing with the administrative agency a notice of appeal specifying the grounds thereof. The administrative agency, as shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the action appealed from was taken.
- (3) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the administrative agency certifies to the board of adjustment, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate, a stay would, in the opinion of the administrative agency, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the board of adjustment on notice to the administrative agency and on due cause shown.
- (4) The board of adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by attorney.
- (5) The board of adjustment may in conformity with the provisions of this article, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination, as may be appropriate under the circumstances.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Appeal to board, V.T.C.A., Local Government Code § 241.036.

Sec. 18-39. Judicial review.

Any person aggrieved, any taxpayer affected, or the joint airport zoning board that believes the decision of the board of adjustment is illegal, may appeal to a court of competent jurisdiction, as provided by the Airport Zoning Act.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Judicial review of board position, V.T.C.A., Local Government Code § 241.041.

Sec. 18-40. Zones.

In order to carry out the provisions of this article, there are hereby created and established certain zones which include all of the land lying beneath the approach surface, transition surface, horizontal surface, conical surface, and wildlife protection control, as defined in section 18-36, definitions, as they apply to the Bay City Regional Airport. Such zones are shown on the joint airport zoning maps consisting of exhibits 1 through 5 [attached to Ord. No. 1667], prepared by Professional Engineers (PEs) and dated December 2019, which are attached to this article and made a part hereof. An area located in more than one of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:

- (1) *Approach zones.*
 - (a) Runway 13 approach zone is established beneath the approach surface at the end of Runway 13 (northwest threshold) on Bay City Regional Airport for landings and take-offs. The inner edge of the approach zone shall have a width of 500 feet which coincides with the width of the primary surface at a distance of 200 feet beyond the end of the runway, widening thereafter uniformly to a width of 2,035 feet at a horizontal distance of 5,317 feet beyond the end of the runway, its centerline being the continuation of the centerline of the runway.
 - (b) Runway 31 approach zone is established beneath the approach surface at the end of Runway 31 (southeast threshold) on Bay City Regional Airport for landings and take-offs. The inner edge of the approach zone shall have a width of 500 feet which coincides with the width of the primary surface at a distance of 200 feet beyond the end of the runway, widening thereafter uniformly to a width of 2,081 feet at a horizontal distance of 5,470 feet beyond the end of the runway, its centerline being the continuation of the centerline of the runway.
- (2) *Transition zones.* Transition zones are hereby established beneath the transition surface adjacent to each runway and approach surface as indicated on the attached exhibits. Transition surfaces, symmetrically located on either side of runways, have variable widths as shown on the attached exhibits.
- (3) *Horizontal zone.* The volume beneath a horizontal plane 150 feet above the established airport elevation defined in the airport layout plan.
- (4) *Conical zone.* The volume beneath the conical surface extending outward and upward from the periphery of the horizontal surface sloping upward and outward 20 feet horizontally for each foot vertically, for a horizontal distance of 4,000 feet.
- (5) *Wildlife protection control zone.* The area located within 10,000 feet of the airport operations area and further defined in subsection 18-44(2).

(Ord. No. 1667, 3-23-2021)

Sec. 18-41. Height limitations.

Except as otherwise provided in this article, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by this article to a height in excess of the applicable height limit herein established for each zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

- (1) *Horizontal zone.* Within the horizontal surface, 150 feet above the airport elevation or a height of 195 feet above mean sea level.

- (2) *Conical zone.* Within the conical surface, sloping upward and outward 20 feet horizontally for each foot vertically to a height of 350 feet above the airport elevation or a height of 395 feet above mean seal level.

The horizontal and conical zones with height limitation elevations are depicted in exhibit 1 [attached to Ord. No. 1667]. Beneath the horizontal zone lie the approach and transition zones.

- (3) *Approach zones.*
- (a) *Runway 13:* Slopes upward and outward 34 feet horizontally for each foot vertically, beginning at the end of and at the elevation of the primary surface and extending to its intersection with the horizontal zone 5,317 feet from the end of the runway.
- (b) *Runway 31:* Slopes upward and outward 34 feet horizontally for each foot vertically, beginning at the end of and at the elevation of the primary surface and extending to its intersection with the horizontal zone 5,470 feet from the end of the runway.

- (4) *Transition zones.*

- (a) *Runway 13/31:* Slopes upward and outward seven feet horizontally for each foot vertically, upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to its intersection with the horizontal zone.

The approach and transition zones with height limitation elevations are depicted in exhibit 2 [attached to Ord. No. 1667]. Height limitations within the approach and transition zones supersede the horizontal zone limit.

(Ord. No. 1667, 3-23-2021)

Sec. 18-42. Compatible land use area.

The area within which land use compatibility zoning may take place shall be known as the "compatible land use area" (exhibit 3, attached to Ord. No. 1667) The compatible land use area means that land located within and outside airport boundaries and within a rectangle bounded by lines located no farther than one and one-half statute miles from the centerline of the primary runway and lines no farther than five statute miles from each end of the runway. This land will be separated into tiers indicated below.

- (1) *Tier 1.* Is the area within the airport boundaries as currently depicted on Exhibit 3 [attached to Ord. No. 1667], but is subject to change as the airport acquires land.
- (a) Development on this land is prohibited without consent of the administrative agency.
- (2) *Tier 2.* Is the area outside airport boundaries and within a rectangle bounded by lines located no farther than one and one-half statute miles from the centerline of the primary runway and lines no farther than five statute miles from each end of the runway.
- (a) Within the jurisdiction of City of Bay City Public Works Department and Matagorda County Environmental Health Department, applications for building permit(s) within the limits of Tier 2 will require notification to the permittee by permit application that property and improvements are located within Tier 2. The contents of the notice are in (c) below.
- (b) Transfers of ownership of real property located within the limits of Tier 2 will require notification to prospective buyers that the property is located within Tier 2 and may experience a noise hazard. The notice is required to be disclosed by the seller, real estate agent, and/or the title company to any prospective buyer of land in Tier 2, and the notice must be recorded with the deed in the property records of Matagorda County when a new deed is recorded. The contents of the notice are in (c) below.

- (c) Notice: The real property [for which you are submitting a permit application/that you are about to purchase] is located within the Compatible Land Use Area of the Bay City Regional Airport, and it may experience noise levels that could exceed a day night level (DNL) 65 decibels (dB) because of current and future aircraft operation.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Controlled compatible land use area, V.T.C.A., Local Government Code § 241.003(7).

Sec. 18-43. Reserved.

Sec. 18-44. Other use restrictions.

- (1) *Airport safety.* Except as provided in this section, no use may be made of land or water within the entirety of Matagorda County in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.
- (2) *Wildlife protection control.* Except as provided in this section, no use may be made of land or water within the wildlife protection control zone as established by this article in such a manner as to create potential bird strike hazards to aircraft intending to use the airport. Such activities include, but are not limited to: waste disposal (landfills), water management facilities (stormwater and wastewater), water drainage retention ponds, wetlands, dredge spoil areas, incompatible agricultural uses, golf courses, and landscaped areas as shown in Exhibit 4, which is attached to Ord. No. 1667 .

State law reference(s)—Reasonableness of airport zoning regulations, V.T.C.A., Local Government Code § 241.018.

Sec. 18-45. Nonconforming uses.

- (1) *Regulations not retroactive.* The regulations prescribed by this article shall not be construed to require changes in land use or the removal or other change or alteration of any structure not conforming to the regulations as of the effective date of this article, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this article and whose completion is diligently pursued. For purposes of this article, permitted nonconforming structures shall include all phases or elements of a multi-phase structure, regardless of whether actual construction has commenced, which has received a determination of no hazard by the Federal Aviation Administration under Part 77 of the Federal Aviation Regulation (14 Code of Federal Regulations, part 77) before the airport zoning regulations were adopted or amended under the Airport Zoning Act.
- (2) *Marking and lighting.* Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the administrative agency to indicate to the operators of aircraft in the vicinity of the airport, the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the airport. If in the future the nonconforming structure is altered by 80 percent or more, it will be the responsibility of the owner to provide the markers and lights at their expense.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Nonconforming uses and structures, V.T.C.A., Local Government Code § 241.019.

Secs. 18-46—18-66. Reserved.

DIVISION 2. ADMINISTRATION

Sec. 18-67. Permits.

Application: Within the jurisdiction of City of Bay City Public Works Department and Matagorda County Environmental Health Department, applications for building permit(s) within the zones as noted in section 18-40 above, will require a "airport hazard and land use permit". The airport hazard and land use permit could restrict some aspects of the potential use, size, height, lighting, glare potential or construction of your building. Airport hazard and land use permit applications must be approved before any building permit will be issued. If an airport hazard and land use permit is disapproved, a variance may be requested, see subsection (4) below. The airport hazard and land use permit will be given at the time of the building permit request and must be returned to the administrative agency in person, mail, or email. The manner and address to return the application is described at the bottom of the permit. A copy of the approved or disapproved permit will be returned to the city or county before a building permit could be issued by either agency.

State law reference(s)—Controlled compatible land use area, V.T.C.A., Local Government Code § 241.003(7).

- (1) *Future uses.* Except as specifically provided in a, b, c, d, and e hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a permit therefor shall have been applied for following section 18-67 above, and granted. Along with the permit application, those improvements that exceed height limitations under subsection (e) below, a separate determination of application to the FAA for airspace study of the proposed change shall be made. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this article shall be granted unless a variance has been approved in accordance with subsection 18-67(4).
 - (a) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
 - (b) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.
 - (c) In the areas lying within the limits of the transition zones beyond the perimeter of the horizontal zone, no permit shall be required for any tree or structure less than 75 feet of vertical height above the ground, except when such tree or structure, because of terrain, land contour, or topographic features, would extend above the height limit prescribed for such transition zones.
 - (d) In areas lying within the limits of the wildlife protection control area, no permit shall be required for improvements that do not create an attractant for wildlife, particularly birds.

The wildlife protection control zone is depicted in exhibit 4 [attached to Ord. No. 1667].

- (e) In areas where the proposed structure or tree does not exceed a height based on a slope of 100 feet outward horizontally for each foot vertically, for a horizontal distance of 20,000 feet from the nearest point of the nearest runway, no permit shall be required for any tree or structure except when such tree or structure would extend above the height limit of any of the above subsections.

The FAA Notification limits are depicted in exhibit 5 [attached to Ord. No. 1667].

- (2) *Existing uses.* No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure, or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this article or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.
- (3) *Nonconforming uses abandoned or destroyed.* Whenever the administrative agency determines that a nonconforming structure or tree has been abandoned or more than 80 percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from this article.
- (4) *Variances.* Any person denied an airport hazard permit following section 18-67 by the administrative agency may request a variance, by applying to the city council of the City of Bay City sitting as the board of adjustment, following section 18-38 for a variance from such regulations in question. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Additionally, no application for variance to the requirements of this article may be considered by the board of adjustment unless a copy of the application has been furnished to the administrative agency for advice as to the aeronautical effects of the variance.

The board of adjustment shall allow a variance from an airport zoning regulation if:

- (a) A literal application or enforcement of the regulation would result in practical difficulty or unnecessary hardship; and
- (b) The granting of the relief would:
- (i) Result in substantial justice being done;
 - (ii) Not be contrary to the public interest; and
 - (iii) Be in accordance with the spirit of the regulation and this article.
- (c) The board of adjustment may impose any reasonable conditions on the variance that it considers necessary to accomplish the purposes of this article.

If the administrative agency does not respond to the application within 15 days after receipt, the board of adjustment may act on its own to grant or deny said application.

- (5) *Obstruction marking and lighting.* Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this article and be reasonable in the circumstances, be so conditioned as to require the permittee, to allow the Bay City Airport to install, operate, and maintain the necessary markings and lights.
- (6) *Permit fees.* Any cost associated with a permit that requires the assistance of any person not employed by the City of Bay City or the County of Matagorda shall be paid by the permittee. The permit fee shall be calculated by the administrative authority and given to the permit applicant and shall be paid before the permit will be reviewed or issued.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Permits, V.T.C.A., Local Government Code § 241.020; Board of Adjustment, V.T.C.A., Local Government Code §§ 241.032, 241.033 and 241.034.

Sec. 18-68. Enforcement.

It shall be the duty of the administrative agency to administer and enforce the regulations prescribed herein. Applications for permits shall be made to the administrative agency upon a form published for that purpose. Applications required by this article to be submitted to the administrative agency shall be considered and granted or denied within a reasonable period of time. Applications for variances shall be made to the board of adjustment by first filing said application for variance with the administrative agency, who shall forthwith transmit said application to the board of adjustment for determination.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Administrative agency, V.T.C.A., Local Government Code § 241.031.

Sec. 18-69. Board of adjustment.

As provided for under the authority of the laws of the State of Texas, including, but not limited to, the Airport Zoning Act, the joint airport zoning board for Bay City Regional Airport hereby appoints the Bay City City Council to act as the board of adjustment for this chapter with all rules, membership, voting and findings to be in compliance with the procedures set forth in V.T.C.A., Local Government Code §§ 241.032, 241.033, 241.034, and this section.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Board of adjustment, V.T.C.A. §§ 241.032, 241.033 and 241.034.

Sec. 18-70. Enforcement and remedies.

The administrative agency may institute in any court of competent jurisdiction, an action to prevent, restrain, correct, or abate any violation of this article or of any order or ruling made in connection with its administration or enforcement including, but not limited to, an action for injunctive relief as provided by the Airport Zoning Act.

(Ord. No. 1667, 3-23-2021)

State law reference(s)—Additional remedies, V.T.C.A., Local Government Code § 241.044.

Sec. 18-71. Penalties.

Each violation of this article or of any regulation, order, or ruling promulgated hereunder shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than \$500.00 and each day a violation continues to exist shall constitute a separate offense.

(Ord. No. 1667, 3-23-2021)

Sec. 18-72. Severability.

If any of the provisions of the ordinance codified in this article or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this article are declared to be severable.

(Ord. No. 1667, 3-23-2021)

Sec. 18-73. Effective date.

Whereas, the immediate operation of the provisions of this article is necessary for the preservation of the public health, public safety, and general welfare an emergency is hereby declared to exist, and this article shall be in full force and effect from and after its passage by the Bay City-Matagorda County Joint Airport Zoning Board and publication and posting as required by law. Adopted by the Bay City-Matagorda County Joint Airport Zoning Board this 23rd day of March, 2021.

(Ord. No. 1667, 3-23-2021)

Secs. 18-74—18-98. Reserved.

ARTICLE III. AIRPORT RULES AND REGULATIONS

DIVISION 1. GENERALLY

Sec. 18-99. ~~Compliance required; liability of city~~ Proprietary Exclusive Right.

The Bay City Regional Airport is owned, managed, operated, and maintained by the City of Bay City, Texas. The city as the owner of a public-use airport elects to provide all aeronautical services needed by the public at the airport. The city recognizes that having more than one FBO providing services is unreasonably costly, burdensome, and impractical. Therefor, the city exercises it right to proprietary exclusive rights for all aeronautical services for the Bay City Regional Airport

- (a) ~~Application.~~ All aircraft, pilots, operators, companies, business organizations, government agencies, and all persons coming upon airport property for any purpose are subject to these regulations.
- (b) ~~Compliance.~~ The city council, the airport manager, and/or their representative are empowered to require compliance with these regulations. Any violation of these regulations is hereby declared a misdemeanor offense, and the violator upon conviction shall be subject to a fine not to exceed \$200.00 or as otherwise provided by law. In addition, willful violators can be removed or evicted from the airport or its facilities if such action is determined to be in the public interest.
- (c) ~~Revisions.~~ The city council reserves the right to revise and amend these procedures and regulations.
- (d) ~~Validity.~~ The voiding of any particular procedure or regulation contained in this article shall not affect the validity of the remainder of these procedures and regulations.
- (e) ~~Liability.~~ The city assumes no responsibility for loss, injury or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake or collision, nor does it assume any liability for injury to persons while at the airport.

(Code 1985, § 5-71; Code 2000, § 18-146)

Sec. 18-100. Definitions.

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

(Supp. No. 11)

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Accident means an unintentional happening which results in property damage, personal injury or death.

Agriculture aircraft operations means the operation of an aircraft for the purpose of:

- (1) Dispensing any economic poison;
- (2) Dispensing any other substance intended for plant nourishment, soil treatment, propagation of plant life, or pest control; or
- (3) Engaging in dispensing activities directly affecting agriculture, horticulture, or forest preservation, but not including the dispensing of live insects.

Airport means all lands within the legal boundaries of the Bay City Regional Airport and under the control of the city.

Air Operations Area (AOA) means the areas of the airport used or intended to be used for landing, take-off, or surface maneuvering of aircraft. Within the AOA, are movement and non-movement areas.

Aircraft means any device now or hereafter used for the navigation of or flight in air or space, including but not limited to airplanes, lighter-than-aircraft, helicopters, gliders, amphibians, seaplanes, ultralight vehicles, powered parachutes, and weight-shift-control vehicles.

Airport manager means the official employed by the city to manage, control, maintain and protect the airport.

City means the City of Bay City, Texas and includes employees, agents, and representatives.

Commercial Aeronautical Activity means the buying, selling, or leasing of any goods, products, or services.

Economic poison is any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, nematodes, fungi, weeds, viruses, other forms of plant or animal life, and anything declared by the secretary of agriculture to be a pest. Viruses on or in living man or other animals are excepted. Also, an economic poison is any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.

Federal Aviation Administration (FAA) means the federal agency established by the Federal Aviation Act of 1958 and reestablished in 1967 under the department of transportation.

Federal Aviation Regulations (FAR) are rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States.

Fixed base operator (FBO) means any person, partnership, or corporation engaged in business of an aviation nature under provisions, contracts or lease with the city and in accordance with applicable Federal Air Regulations (FAR).

Flying club means any person, firm, or cooperation, with a charter, bylaws, and elected officials, engaged in ownership, or lease of aircraft that provide flying services only to its members. Flying clubs can be operated as either a non-profit or commercial operation ~~a nonprofit flying organization with a charter, bylaws and elected officials.~~

Fuel Handling means the transporting, delivering, dispensing, or draining of fuel and/or fuel waste products.

National Transportation Safety Board (NTSB) is an independent U.S. government investigative agency responsible for civil transportation accident investigation.

Operator means any person in legal or actual control of an aircraft or vehicle on or in the vicinity of Bay City Regional Airport.

~~Motor vehicle means any self-propelled ground conveyance other than an aircraft.~~

Person means any individual, firm, co-partnership, corporation, association, or company (including but not limited to, any assignee, receiver, trustee, or similar representative thereof), or the United States of America, or any foreign government, or any state or political subdivision thereof. ~~partnership, corporation, joint stock association, or body politic, and includes any trustee, receiver, assignees or other similar representative.~~

Vehicles means and includes automobiles, trucks, buses, motorcycles, horse-drawn vehicles, bicycles, pushcarts, and any other device in or upon which any person or property is or may be transported, carried, or drawn upon land, except aircraft.

(Code 1985, § 5-72; Code 2000, § 18-147; Ord. No. 1591, § 2, 2-9-2017 ; Ord. No. 1604, § 2, 6-22-2017)

Sec. 18-101. Airport information.

- (a) *Description.* Bay City Regional Airport (BY / BBC) is a public airport owned, administered, and maintained by the city with partial funding provided by funds from Federal Government Grants and Programs~~Bay City Regional Airport (3RI) is a public general aviation airport owned, administered and maintained by the city.~~
- (b) *Location.* Bay City Regional Airport is located six (6) miles east of the City of Bay City at 3598 Farm to Market (FM) 2540 North. Coordinates are 28 degrees 58 minutes North and 95 degrees 51 minutes West~~Six miles east of the city at the intersection of Highways 457 and 2540. Coordinates are 28 degrees 56 minutes north and 95 degrees five minutes west.~~
- (c) *Elevation.* Bay City Regional Airport is 45 feet MSL in elevation.
- (d) *Runways.* Bay City Regional Airport has one runway 13/31, which is 5107 feet in length and by 75 feet in width; asphalt. The runway has parallel and lateral taxiways, navigational aids, approach lighting, and airport lights. The airport is suitable for general, public, and commercial use.
- (e) *Lighting.* Runway 13/31 are is lighted from dusk to dawn, MIRL. Lighting intensity is controlled by keying the aviation radio microphone, on Unicom 122.8, five (5) times for medium intensity and seven (7) times for high intensity. Runway 13 has REIL lighting which is activated once the runway lights are in the high intensity setting. All runway signs, windsocks and beacon lights are lighted dusk to dawn. ~~Runway 13 has REIL lighted dusk to dawn. Beacon and wind indicator are lighted from dusk to dawn.~~
- (f) ~~Communication. Bay City UNICOM is 122.8. Houston Center is 128.0.~~

(g) Radio Frequencies: Traffic at the Bay City Regional Airport is not controlled, however arriving, and departing aircraft should provide a statement of intent on the aviation radio using the Unicom frequency 122.8. All aircraft moving in the AOA should announce their movements on the airport. The purpose for such is for the safety and benefit of everyone using the airport.

<u>Bay City Regional Airport Unicom:</u>	<u>122.8</u>
<u>Bay City Regional Airport AWOS:</u>	<u>118.075</u>
<u>Houston Center:</u>	<u>128.6</u>

- ~~(g)~~ *Approaches.* R NAV RWY 13-31.
- ~~(h)~~ *Telephone Numbers.* Bay City Regional Airport main number is (979) 244-5037. Weather information is provided by our AWOS, the number is (979) 323-1801. Houston Center number is (281) 230-5600. Lockheed

Martin Flight Services number is (877) 487-6867. ~~Weather and NOTAMS (Montgomery County FSS): 1-800-WX-BRIEF. Airport manager: 979-244-5037.~~

(Code 1985, § 5-73; Code 2000, § 18-148; Ord. No. 1591, § 2, 2-9-2017)

SEC. 18-102. – COMPLIANCE REQUIRED, LIABILITY OF CITY.

Application: All aircraft, pilots, operators, companies, business organizations, government agencies, and all persons coming upon airport property for any purpose are subject to these regulations.

Compliance: The city council, the airport manager, and/or their representative are empowered to require compliance with these regulations. The airport manager shall always have the authority to enforce and take such action as may be necessary to safeguard any person, aircraft, equipment, or property at the airport. The airport manager has the authority to file criminal charges and/or enforce the rules and regulations or airport minimum standards or lease provisions on behalf of the City of Bay City and to act as its agent in signing leases and enforcing remedies for violations of civil law and to enforce the provisions hereof through the usual court processes, and to file criminal charges were authorized herein. In addition, the airport manager has the authority to remove or evict willful violators from the airport or its facilities if such action is determined to be in the public interest.

Revisions: The city council reserves the right to revise and amend these procedures and regulations, based on legislative updates, rules, laws, and/or regulation changes.

Validity: The voiding of any particular procedure or regulation contained in this article shall not affect the validity of the remainder of these procedures and regulations.

Liability: The city assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, or collision, nor does it assume any liability for injury to persons while at the airport.

SEC. 18-103. – AIRPORT MANAGEMENT.

Purpose: The Bay City Regional Airport is owned, managed, operated, and maintained by the City of Bay City, Texas. The requirements for policing the airport are necessarily distinct and different from those for other city-owned property. Strict control, particularly of the air operations areas (AOA), and other working areas, must be exercised and must be based on a city ordinance to be enforceable. It is the purpose of this article to create such rules and regulations as are necessary to provide this control.

The management and administration of those portions of the airport, to which access by the public is limited, must necessarily be the responsibility of the airport manager. The airport manager must have assistance available from the city police department to process complaints of violations thereof.

Closing Airport: The airport manager may suspend or restrict any or all operations at the airport whenever such action is deemed necessary in the interest of safety.

Circulation of Rules: Copies of these rules and regulations shall be made available to all airport tenants. Copies will be retained in the office of the airport manager for review by anyone during normal business hours.

Enforcement of Rules: The enforcement of these rules and regulations is the responsibility of the airport manager.

Enforcement: Each violation of this Article shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than \$500.00 and each day a violation continues to exist shall constitute a separate offense. A violation of these rules and regulations may be cause for suspension of operating privileges at the airport or eviction from the airport.

SEC. 18-104. – MISCELLANEOUS PROVISIONS.

(1) GENERAL RULES: No person in or upon the airport shall do or omit to do any act that endangers or is likely to endanger any person or property.

(2) INJURY AND DAMAGE REPORTS: The operator of any aircraft or vehicle involved in any accident-causing personal injury or property damage to airport property, or to property of others regardless of the amount of damages, shall make a prompt report of the accident to the airport manager.

(a) Any person causing damage of any kind to the airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to the city.

(b) Any person entering the airport whether by vehicle or on foot, does so at their own risk and with no liability incurring to the city for any injury or damage to person or property.

(3) COMPLIANCE WITH FEDERAL AVIATION REGULATIONS: No person shall fail to comply with the Federal Aviation Regulations promulgated by the FAA for observance by aircraft operated anywhere in the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.

(4) RESTRICTED AREAS: No person shall enter areas that are marked or posted as being “restricted”, “private” “employees only”, or “authorized personnel / vehicles only” except as authorized by the airport manager.

(a) Persons specifically authorized by the airport manager.

(b) Passengers under appropriate supervision by airport staff and/or aircraft crew, who are entering the ramp and apron for enplaning or departing.

(c) Persons under supervision and being escorted by a tenant of the airport.

(5) THROUGH-THE-FENCE OPERATIONS PROHIBITED: No person shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport. Furthermore, no person shall be permitted direct ground access to property from the Airport — a practice commonly known as a "through-the-fence operation." Under extenuating circumstances, the City of Bay City may request approval from the FAA through TxDOT Aviation Division for certain through-the-fence operations on a case-by-case basis.

(6) LIEN FOR CHARGES: In order to enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the airport or its agents in connection with the operation of the airport, the city of bay city may place a lien upon such personal property, which shall be enforceable as provided by law.

(7) LIEN POSSESSORY RIGHT: To enforce the payment of any such charges, the airport manager may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.

(8) UNAUTHORIZED SIGNS, EQUIPMENT OR ADVERTISEMENT: No signs, equipment, portable buildings, or trailers may be erected, moved-in, or installed on the airport without written approval by the airport manager.

(9) SURREPTITIOUS ACTIVITIES: Any person observing suspicious, unauthorized, or criminal activities on the airport shall report such activities to the airport manager or the bay city police department. Persons may also report such activities to the Transportation Security Administration General Aviation Information Hotline at 1-866-GA SECUR(E) / 1-866-427-3287.

(10) WRECKED AIRCRAFT: Every aircraft owner, pilot, or agent, shall be responsible for notifying the airport manager and FAA promptly of all aircraft damaged while in operation. Damage to aircraft includes prop strike, bird strike, and any other damage caused during landing, take off and/or taxiing

- (a) Owners and their agents shall follow all instructions from the FAA, NTSB, and airport manager on moving, storage and handling of the damaged aircraft.
- (b) Owner or their agent are responsible for promptly removing disabled or wrecked aircraft from the AOA of the airport, under the direction of the airport manager.
- (c) Airport manager may at the request of the FAA and/or NTSB take possession of the damaged aircraft.
- (d) In instances where the owner or their agent is unable to promptly remove disabled or wrecked aircraft, the airport manager may do so and the cost for such removal shall be the responsibility of the aircraft owner.

(11) REPAIRS TO AIRCRAFT: No aircraft shall be repaired on any part of the AOA. All outside repairs shall be made only at places designated by the airport manager for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the airport manager for such purpose. This maintenance must not be done in a manner that is unsafe, unsightly, or detrimental to the efficient use of the airport facilities by others.

(12) LICENSED PILOTS: Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this ordinance. This limitation shall not apply to students-in-training under licensed instructors or 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. Use of the Airport by ultralight aircraft (FAR 103) and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the Airport Manager and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City of Bay City.

(13) REGISTRATION: Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

(14) ANIMALS: No person shall enter the airport with any animal unless the animal is, and remains, restrained by a leash, or properly confined as determined by the airport manager, excluding law enforcement, military, or working animals.

(15) LIVING QUARTERS: No person shall make permanent living quarters on the airport.

(16) INTOXICANTS AND NARCOTICS PROHIBITED: No person under the influence of any intoxicant, alcohol, narcotic, or other illicit drug shall operate a vehicle or aircraft at the airport or fly in any aircraft to or from the airport. Persons under the influence of an intoxicant, alcohol, narcotic, or other illicit drug shall be removed from the airport by the bay city police department and shall be subject to prosecution as provided under the laws of the State of Texas and the United States. This shall not apply to passengers under the care of a medical doctor and accompanied by a doctor, nurse, or licensed health care provider.

(17) FOREIGN OBJECTS: No person shall allow or cause any foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, to be left upon the floor of any building or upon

any part of the surface area of the airport. All persons shall upon observing such foreign objects, pick them up and place them in a trash receptacle.

(18) LITTER: 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/or litter is permitted to accumulate around a privately owned, rented, or leased hangar/building, the airport manager shall notify the hangar/building owner, renter, or lessee to remove the offending trash and/or litter. If within ten (10) working days after notification the hangar/building owner, renter, or lessee has not removed the trash and/or litter as directed, the airport manager may have the area cleaned and the cost for such cleaning shall be responsibility of the hangar/building owner, renter, or lessee.

(19) GARBAGE DISPOSAL: No person shall place, discharge, or deposit in any manner, garbage, or any refuse in or upon any part of the airport, except at such places and in such containers specifically designated and marked for such purpose and under such conditions as the airport manager may from time to time prescribe.

(20) ENTRY UPON AIRPORT: All persons entering upon the airport property shall comply with the rules and regulations set forth herein. Unless specifically stated, no culpable mental state shall be required as an element of a violation of these rules and regulations.

(21) COMMERCIAL ACTIVITY: No person shall conduct any commercial activity on the airport without permission from the airport manager.

(22) PHOTOGRAPHY: No commercial photography shall be permitted on the airport without permission from the airport manager.

(23) WASHING OF AIRCRAFT OR VEHICLES: No person shall wash any aircraft or vehicle in violation of these rules:

- (a) Waterless aircraft washing is the only allowable means of cleaning aircraft anywhere on the airport other than the approved airport wash-rack.
- (b) The airport wash-rack is for aircraft washing only. NO privately owned cars, trucks, vehicles, or equipment shall be washed at the airport wash-rack or on airport property. The only exception is for airport vehicles and equipment.
- (c) All wash products shall be phosphate-free and biodegradable.
- (d) All persons shall have a Safety Data Sheet (SDS) readily available for the products used in washing the aircraft.
- (e) The use of the wash rack is restricted to one aircraft at a time. In the instance of an aircraft waiting to use the wash-rack while its in use, the waiting aircraft must park in a tie down on the RAMP. Persons washing an aircraft, once the aircraft is finished being washed and another aircraft is waiting, you must move your aircraft to a tie down on the RAMP to finish drying or polishing your aircraft.
- (f) No person shall block the Jet-A self-serve terminal, fuel system, or fuel truck.
- (g) To start the use of the wash-rack the following steps must be followed:
 - 1. Place the diversion board into the slot which stops the flow of water into the grass area.
 - 2. Remove the watertight plug in the drain.

3. Turn on the water at the faucet and unroll the water hose. The water faucet is located at the backside of the shop building. The water hose is already attached to it.

(h) Upon completion of washing, persons shall ensure that the wash-rack is clean, and no debris is left behind. Once this is complete the following steps must be followed:

1. Reinstall the watertight plug
2. Remove the water diversion board and place on the concrete box. This allows rainwater to be diverted into the grass area.
3. Roll up the water hose and shut off the water.

Violations by any person of this Section shall result in future use of the wash-rack permanently. Each violation of this Section shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

Secs. 18-~~102~~105—18-130. Reserved.

DIVISION 2. OPERATIONS⁴

~~Sec. 18-131. General airport and aeronautical rules.~~

The following rules and regulations shall be observed in the use and operation of the airport:

~~**Rule 131-1. Federal Air Traffic Rules** of the Federal Aviation Administration (FAA) for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.~~

~~**Rule 131-2. Safeguard of Persons and Property** — The Airport Manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.~~

~~**Rule 131-3. Through the Fence Operations Prohibited** — No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport. Furthermore, no private individual, partnership, company, corporate, or customers' aircraft or vehicle shall be permitted direct ground access to property from the Airport — a practice commonly known as a "through the fence operation." Under extenuating circumstances, the City of Bay City may request approval from TxDOT Aviation Division for certain through the fence operations on a case by case basis.~~

~~**Rule 131-4. Lien for Charges** — To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City of Bay City or its agents in connection with the operation of the Airport, the City of Bay City may place a lien upon such personal property, which shall be enforceable as provided by law.~~

⁴Editor's note(s)—Ord. No. 1529, § 1, adopted February 26, 2015, repealed div. 2 §§ 18-131—18-141, in its entirety; and enacted a new div. 2 to read as set out herein. Former div. 2 pertained to similar subject matter and was derived from Code 1985, §§ 5-81—5-91 and Code 2000, §§ 18-171—18-181.

Rule 131-5. Lien Possessory Right — To enforce the payment of any such charge, the Airport Manager may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.

Rule 131-6. Unauthorized Signs, Equipment and Advertisement — No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved in, or installed on Airport property, except as may be specifically authorized by the Airport Manager.

Rule 131-7. Surreptitious Activities — Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, local police, officers of the Texas Department of Public Safety, and the Transportation Security Administration General Aviation Information Hotline at 1-866-GA SECUR(E) or 1-866-427-3287.

Rule 131-8. Wrecked Aircraft — Every aircraft owner, his/her pilot or agents, shall be responsible for notifying FAA and promptly removing disabled or wrecked aircraft from the operational areas of the Airport, under the direction of the Airport Manager.

Rule 131-9. Repairs to Aircraft — No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the Airport Manager for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Manager for such purpose.

Rule 131-10. Damage to Airport — Any person, individual, or corporation or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to the City/County.

Rule 131-11. 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 of Bay 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 of Bay City or by any other Authority having jurisdiction over the operation of the Airport.

Rule 131-12. Licensed Pilots — Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this ordinance. This limitation shall not apply to students in training under licensed instructors or 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. Use of the Airport by ultralight aircraft (FAR 103) and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the City Council and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City of Bay City.

Rule 131-13. Registration — Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

Rule 131-14. 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 Airport Manager.

Rule 131-15. Living Quarters — No person may make permanent living quarters on Airport.

Rule 131-16. Intoxicants and Narcotics Prohibited — No person under the influence of any intoxicant, alcohol, narcotic, or other illicit drug shall operate a motor vehicle or aircraft at the airport or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

Rule 131-17. Foreign Objects — No foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

Rule 131-18. Litter — 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 Airport Manager shall notify the hangar/building owner, renter or lessee by registered letter to remove the offending litter. If within ten (10) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

(Ord. No. 1529, § 1, 2-26-2015)

Sec. 18-~~132~~131. Ground operations.

Rule ~~132~~131-1. Air, Ground & Vehicular Traffic — 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~~ vehicles shall yield right of way to aircraft in motion ~~and~~, emergency vehicles and airfield equipment/service vehicles.
- B. No vehicle ~~except ground service and emergency vehicles~~ shall approach so close to any aircraft with running engine(s) as to create a hazard. This shall not apply to emergency and/or ground service vehicles.
- C. All vehicles entering or exiting ~~an operating Airport access~~ the security gates shall stop to ensure wait for the gate to completely properly close behind them before proceeding, to their destination so as to not allow the entry of any other vehicle. When escorting another vehicle through the security gate, operators must wait for the gate to close behind the last vehicle.
- D. No vehicle or person shall enter the AOA without permission from the airport manager.
- ~~DE.~~ Any vehicle authorized to access the AOA of the airport ~~operate on the Airport runways or taxiways~~ shall display a rotating flashing, rotating, or steady-beacon that complies with FAA Advisory Circular 150/5210 (latest change). Emergency and airport vehicles shall use the emergency lighting installed on the vehicle.
- F. No person shall park or stop a vehicle in front of a driveway, access gate, designated fire, or emergency lane.
- G. No person shall park a vehicle in any manner that blocks the aircraft movement area, taxiway, or taxiway lane.
- H. All persons shall obey all stop signs, or other traffic control signs posted on the airport.

~~EJ~~. All vehicles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio, and must receive a clearance from, and remain in continuous communications with, the Airport Traffic Control Tower (ATCT) when the ATCT is operating. When the ATCT is not operating, or at airports that do not have an ATCT, any vehicle authorized to access the taxiways or runways is required to monitor the published ~~Common Traffic Advisory~~ Unicom Frequency (~~CTAF~~) for the Airport, and have the ability to communicate with aircraft via a two-way aviation radio.

Rule ~~132131~~-2. Speed Limits — All vehicles shall be operated ~~within the posted speed limits at the Airport at fifteen (15) miles per hour (MPH), unless posted otherwise, on all areas of the airport. With the permission of the Airport Manager or his designated agent for a privately owned vehicle to operate in the Aircraft Movement Area, the maximum speed limit for all vehicles in the AMA, with the exception of authorized municipal vehicles in the performance their official duties, is fifteen (15) miles per hour, unless posted otherwise. This shall not apply to authorized emergency or city vehicles while engaged in emergency or airport operations.~~

Rule 131-3. Parking - No person shall park any vehicle or aircraft in any grass area of the airport without written permission from the airport manager. The airport manager shall have the authority to tow or otherwise remove motor vehicles or aircraft which are parked on the airport in violation of these rules. The vehicle or aircraft will be towed at the owner's expense and without liability for damage which may result in the course of such moving.

Rule 131-4. Vehicle Repairs - No person shall clean or make any repairs to motor vehicles on the airport, except emergency repairs. The rules do not apply to airport vehicles.

(Ord. No. 1529, § 1, 2-26-2015)

Sec. 18-132. T-Hanger Vehicle Access

No person shall operate a vehicle near or around any t-hangar on the airport except in accordance with the following rules, and all federal, state, and local laws:

- (a) All vehicles shall yield right of way to aircraft in motion, emergency vehicles and airfield equipment / service vehicles.
- (b) All leaseholders and authorized T-Hanger Vehicle Access Card holders are responsible for their actions, the actions of their guests, and to ensure airport rules and regulations are followed while inside the T-Hangar area. All authorized gate card holders are responsible to stay in compliance with the *City of Bay City Code of Municipal Ordinances, Chapter 118, Article III, Airport Rules and Regulations*.
- (c) No person shall park a vehicle or aircraft in any manner which causes a safety issue, blocks, or obstructs a taxi-lane.
- (d) A maximum of two (2) passenger vehicles may be parked inside a T-Hangar while the aircraft is in operation. In such situations where an aircraft will not be pulled out of a T-Hangar, you must park parallel and as close to the side of the leased T-Hangar as possible.
- (e) Additional vehicles shall be parked in the public parking lot near the main terminal building entrance.
- (f) No parking is allowed near any aircraft movement area to include the grass areas.
- (g) No parking is allowed in any grass areas of the airport without written permission from the airport manager.
- (h) Personal vehicles are not allowed on any secured areas of the airport (i.e. RAMP, fueling areas, tiedown areas, taxiway) except at the T-Hangar area, without permission from the airport manager.
- (i) Vehicles shall not exceed 15 mph while inside the T-Hangar area.

- (j) T-Hangar guests shall be personally escorted by an authorized card holder to the intended destination within the complex. Tenants are responsible for the safety, conduct and actions of their guests.
- (k) The airport manager shall have the authority to tow or otherwise remove motor vehicles which are parked on the airport in violation of these rules. The vehicle will be towed at the owner's expense and without liability for damage which may result in the course of such moving.

Sec. 18-133. Airport security.

~~Rule 133-1. Security — The Transportation Security Administration publication "Security Guidelines for General Aviation Airports", Information Publication A-001 dated May 2004, is available for reference at their website — www.tsa.gov/.~~

~~This document is used by the Airport as a guideline to security on the Airport and is incorporated as a working document.~~

Rule 133-2. Access Codes/Devices — Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager

Rule 133-3. Security Gates - Persons entering or exiting any security gate upon the airport shall ensure the gate properly closes before proceeding. If the security gate fails to close properly, the person is required to remain at the gate and contact the airport immediately at (979) 244-5037. Once airport staff are advised all persons shall follow the instructions given before leaving the security gate. ~~**Airport Entrance** — The Entry Gate to the Airport Property shall remain closed and latched between the hours of 5:00 PM and 8:00 AM. Access onto Airport Property between the hours of closure will require the gate to be secured upon entry and exit of the Airport property. Failure to comply with this rule may result in fines or eviction from the Airport.~~

Rule 133-4. Terminal Building and Security Gates - Tenants will be issued a personal security code. This code will be used to enter the security gates (man gates) located next to the terminal building entering the AOA/RAMP and T-Hangar area. Tenants will use their t-hangar access card to enter the terminal building after business hours, using the after-hours door. Tenants shall not give out their personal security code or access card to anyone. If family and/or friends need access through these areas, they shall be escorted by a tenant.

Rule 133-5. Temporary Security Gate Access - Temporary security gate codes will be issued for persons coming out to work on aircraft on a non-regular basis, as well as flight instructors, AMP's and Inspection authorized mechanics (IA). Tenants shall contact the airport and inform airport staff of the day, approximate time and the name of the person authorized access to their T-Hangar. The authorized person shall physically come into the terminal and provide airport staff with a valid governmental photo ID. A temporary access code will only be issued after a tenant has contacted airport staff authorizing the person.

Rule 133-6. T-Hanger Vehicle Access Card Issuance and Use:

- (a) Each T-Hangar lease will be issued up to two (2) access cards at no charge for entrance into GATE #2 (T-Hangar access gate) and the Main Terminal after hours entrance door (by the parking lot). (These cards will be for the tenant, their spouse, or a business partner, (business partner must be listed on the aircraft title or LLC). A T-Hangar Vehicle Gate Access Authorization form must be signed by each individual obtaining the access card. Each individual must present a valid government issued photo ID; a copy of that ID will be maintained on file along with the form. Gate access cards may not be shared or loaned to any other person.
- (b) Possession of an access card is not proof of authorized access. Any person NOT having a T-Hangar Vehicle Gate Access Authorization form and photo ID on file will be cited for trespassing in a secure area of the airport.

- (c) Gate access cards are the property of the Bay City Regional Airport and can be confiscated or deactivated at any time.
- (d) Access may be limited during special events or in the event of an emergency.
- (e) Lost or stolen cards shall be reported immediately. The original card will be deactivated prior to issuing a replacement card. Replacement cards are \$10 per card (non-refundable).
- (f) Additional access cards may be purchased at \$10.00 (non-refundable) per card. Additional cards will only be issued for licensed aircraft mechanics, maintenance, or avionics businesses that service your aircraft on a regular basis and are registered with the Airport. A T-Hangar Vehicle Gate Access Authorization form signed by the lease holder, as well as the business owner, along with a copy of a valid governmental issued photo ID is required. If the Business owner of the mechanics, maintenance, or avionics business will be allowing an employee the use of the access card on behalf of the business, a copy of a valid governmental issued ID is required to be on file, in order for that employee to be allowed authorized access.
- (g) Violations by any individual of this policy shall result in the deactivation of the access card and the revocation of privileges to operate a motor vehicle in the T-Hangar area of the Airport permanently. It will be the responsibility of the lease holders to return the deactivated card to the Airport within two (2) weeks of notice of deactivation. If the access card is not returned within the two (2) weeks a non-return fee will be charged to your account.
- (h) All access cards must be turned in within two (2) weeks of lease termination. The leaseholder is responsible for the collection and return of all cards associated with the account. A non-return fee of \$20 per card will be deducted from the leaseholder's security deposit if card(s) are not returned as required.

Rule 133-7. Penalties - Violations by any person of Sections 18-131, 18-132, 18-133, 18-134 and/or 18-135 shall result in the deactivation of their access codes / devices and the revocation of privileges to operate a motor vehicle in the secure areas of the airport permanently. Each violation of this Section shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

(Ord. No. 1529, § 1, 2-26-2015)

Sec. 18-134. Aircraft operation rules.

Rule 134-1. Aircraft Tie Downs

- (a) ~~A.~~ All aircraft not ~~hangared~~ ~~hangered~~ shall be tied down and additionally should have the wheels chocked when remaining overnight and during inclement weather.
- (b) ~~B.~~ All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.
- (c) ~~C.~~ Aircraft parked overnight on the ~~transient apron~~ ~~APRON~~ shall pay a tie down fee as posted for each night, except that such fee may be waived upon purchase of fuel ~~or services~~.

Rule 134-2. Running Aircraft Engines

- (a) ~~A.~~ Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.
- (b) ~~B.~~ No aircraft will be left running without a qualified person at the controls.
- (c) ~~C.~~ No aircraft engine shall be started or run inside any building or hangar.

- (d) D.** No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

Rule 134-3. Damage to Airport Lighting — Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager. Persons causing damage to ~~runway and taxiway~~ airport lights ~~lighting~~ as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixture(s) and may be charged with a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00). ~~as provided in Section 10 of this order.~~

~~Rule 134-4. Taxiing Aircraft~~

- ~~A. No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.~~
- ~~B. Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot in command at all times.~~
- ~~C. Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.~~
- ~~D. Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.~~
- ~~E. Aircraft shall not be taxied by engine power into or out of any hangar.~~
- ~~F. ATCT Airports — Taxi operations in the movement area will be as directed by the ATCT, when the Tower is operating. When the ATCT is not operating, and for taxiing operations in other than the movement area, these operations shall be as stated in rule 5-4, A to E.~~

Rule 134-54. Parking Aircraft

- (a) A.** Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA AC 150/5300-13 (latest change) and all aircraft not ~~hangared~~ hangered shall be parked in the areas designated by the Airport Manager for that purpose.
- (b) B.** Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.
- (c) C.** Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager as an emergency measure.
- (d) D.** It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or tied down.

~~Rule 134-6. Wash Racks~~ — ~~Wash racks shall be used for purposes of washing and polishing aircraft, and any other purpose approved by the Airport Manager. Washing/cleaning materials and run-off shall be used and disposed of in compliance with all applicable federal, state, county and local laws and regulations. In the absence of an approved Wash Rack System dry wash products will be used. Wet washing is strictly prohibited. Wet washing could result in fines and/or eviction from the airport.~~

Rule 134-75. Loading and Unloading Aircraft — Loading or unloading aircraft with the engine running is prohibited. Exception will be approved by the Airport Manager.

Rule 134-96. Emergency Locator Transmitter (ELT) — At a safe and appropriate time after takeoff and after landing prior to engine shutdown, pilots should tune their aircraft radios to the emergency frequency (121.5 or

243.0) and listen to determine if their, or any, aircraft ELT is transmitting. If your ELT is transmitting after takeoff or landing, turn off the ELT and advise the FAA Automated Flight Service Station for the area via radio or telephone (800-WX-BRIEF or 800-992-7433) that your ELT was accidentally turned on. Provide the time and location of activation, if known, and the time and location of deactivation. 406 Mhz ELTs should be checked for normal operation as part of the preflight/post flight checks.

~~**Rule 134-8. Authority to Suspend Operations** — The Airport Manager may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.~~

Rule 134-47. Taxiing Aircraft

- (a) ~~A.~~No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.
- (b) ~~B.~~Aircraft will be taxied at a safe and prudent speed and in such manner as to be always under the control of the pilot in command at all times.
- (c) ~~C.~~Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.
- (d) ~~D.~~Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.

(e) ~~E.~~Aircraft shall not be taxied by engine power into or out of any hangar.

(f) ~~F.~~Aircraft equipped with aviation band radios, whether handheld or installed, shall announce their intention during all aircraft movement, this includes taxiing from hangars, fuel points, tiedowns and all AOA. Announcements shall begin at the aircrafts starting point and end where the aircrafts engine is shut off.

~~F.~~ATCT Airports — Taxi operations in the movement area will be as directed by the ATCT, when the Tower is operating. When the ATCT is not operating, and for taxiing operations in other than the movement area, these operations shall be as stated in rule 5-4, A to E.

~~**Rule 134-9. Emergency Locator Transmitter (ELT)** — At a safe and appropriate time after takeoff and after landing prior to engine shutdown, pilots should tune their aircraft radios to the emergency frequency (121.5 or 243.0) and listen to determine if their, or any, aircraft ELT is transmitting. If your ELT is transmitting after takeoff or landing, turn off the ELT and advise the FAA Automated Flight Service Station for the area via radio or telephone (800-WX-BRIEF or 800-992-7433) that your ELT was accidentally turned on. Provide the time and location of activation, if known, and the time and location of deactivation. 406 Mhz ELTs should be checked for normal operation as part of the preflight/post flight checks.~~

~~**Rule 134-108. Standard Traffic Pattern and Altitude, Non Towered Airports** — All flight activity will adhere to FAA Advisory Circular 90-66 (latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers"; also depicted in the Aeronautical Information Manual. Recommended traffic pattern altitudes are 1000 feet Above Ground Level (AGL) for piston powered airplanes and 1500 feet AGL for turbine powered airplanes. Helicopters will operate as to not obstruct the normal traffic pattern. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.~~

~~**Rule 134-119. Clearing Public Right of Ways** — No aircraft shall takeoff or land in such manner as to clear any public street or highway at an altitude of less than fifteen (15) feet, or seventeen (17) feet over an interstate highway, twenty-three (23) feet over a railroad, or twenty-seven (27) feet over a coastal water way, or the~~

clearance height of the tallest bridge over the waterway, nor land or take off on the taxiway or over hangars or other structures, automobile parking areas, or groups of spectators. (Ref: FAR 77).

Rule 134-~~12~~10. Takeoffs on Other Than Runways — Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, powered lift, balloons, airships, ultralight, or light sport aircraft except by prearranged permission from the Airport Manager. Helicopters may operate to and from designated helicopter landing areas.

Rule 134-~~13~~11. Takeoffs - Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the UNCOM their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position. See FAR 91.113 (g).

~~**A. Takeoffs Allowed, Non Towered Airports** — Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position. See FAR 91.113 (g).~~

~~**B. Tower Controlled Airports** — In the event a control tower is constructed and put into service, the tower controller will direct traffic. When the tower is not operating, the guidelines of Rule 134-13(A) will be used. If applicable, the tower controller will establish the movement areas and other than movement areas in a diagram.~~

Rule 134-~~14~~12. Preferred Runway, ~~Non Towered Airport or Towered Airports, Tower Not Operating~~ — If the winds are calm or at a ninety (90) degree crosswind to Runway 13-31, the preferred take off and landing runway is 13.

Rule 134-~~15~~13. Student Training, Local Operations

(a) ~~**A.**~~ Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.

(b) ~~**B.**~~ The Airport Manager may designate and advise airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.

(c) ~~**C.**~~ No commercial flight schools shall operate on or from the airport except under contract with the city.

~~**Rule 134-16. Agricultural Spraying Operations** — Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Manager. Each Ag operator shall carry liability insurance in the amount of \$1,000,000.00 dollars, payable to the City of Bay City for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator.~~

Rule 134-~~17~~14. Special Procedures, ~~Parachuting~~

(a) ~~**A.**~~ The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Airport/Facility Directory if of a permanent nature or the Airport Manager shall issue a

NOTAM if such change is if a temporary nature. Permanent changes require filing through TxDOT Aviation Division to the FAA. Temporary closing of a portion of the airport for special events will be approved by the FAA, through TxDOT Aviation Division. See FAA Order 5190.6 (latest change).

Rule 134-15. Parachuting. ~~B.~~ Parachute descent onto the Airport property shall not be permitted without the recommendations of the City of Bay City and the written approval of the ~~City Council~~ [Airport Manager](#). The Airport Manager may develop operating procedures and designated landing areas for parachute operations.

Rule 134-~~18~~16. Model Aircraft — Model aircraft not capable of carrying a person shall not be permitted to operate, take off or be launched from, flown over or land at the Airport. Model A/C operations for specific aeronautical events such as fly-ins or air shows may be approved for specific times by the ~~City Council~~ [Airport Manager](#).

(Ord. No. 1529, § 1, 2-26-2015)

~~Rule 134-16~~ **Sec. 18-135. Agricultural Spraying Operations** — Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Manager. Each Ag operator shall carry liability insurance in the amount of \$1,000,000.00 dollars, payable to the City of Bay City for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator.

(1) PERMITS FOR AGRICULTURE AERIAL OPERATIONS, (Crop Dusting).

- (a) No person shall conduct an agriculture aircraft operation from the airport, except upon a permit issued by the airport manager.
- (b) City council shall approve, by resolution, the form of an aerial applicator operation permit for agriculture aerial operations at the airport.
- (c) The fee for an aerial applicator operating permit shall be \$500.00 for two aircraft for a 30-day period. Any additional aircraft is an additional fee of \$250.00 per aircraft, per 30-day period.

(2) APPEALS. An appeal of the airport manager's denial or revocation of an aerial applicator operation permit shall be made to city council. A decision made by the city council is not subject to appeal.

Sec. 18-~~135~~136. Fueling, flammable fluids, and fire safety.

Rule 135-1. Fueling Aircraft

- (a) ~~A.~~ All aircraft fueling, fuel equipment, and procedures shall comply with Manual 407 — "Standard for Aircraft Fuel Servicing, 2017 edition," as amended, published by the National Fire Protection Association, A copy can be obtained at <http://catalog.nfpa.org>
- (b) ~~B.~~ All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, 2000 Edition as amended as published by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, as amended.
- (c) ~~C.~~ All aircraft shall be fueled at least fifty (50) feet from all hangars and buildings.
- (d) ~~D.~~ Fueling trucks shall not be parked within any building or hangar or within 50 feet of any building or hangar.

- (e) ~~E.~~ Aircraft fuel storage tanks for below-ground or above-ground use shall be constructed, installed, registered as required, monitored for leakage, operated, and maintained in accordance with federal and state statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality.
- (f) ~~F.~~ Aviation or auto fuels shall not be stored within a hangar or building except in approved five gallon or smaller containers manufactured and marked for such purpose and only within an approved fire rated cabinet.
- (g) ~~G.~~ Persons or businesses wishing to dispense fuel into their aircraft shall not be denied; however, they shall meet all requirements the city places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property shall be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.
- (h) ~~H.~~ Public sale of automobile gasoline for use in aircraft is prohibited at the Airport without written approval of the Airport Manager. Aircraft authorized by the FAA to use auto gasoline may be privately fueled by the owner in a location designated by the Airport Manager in accordance with all rules appertaining to aircraft fueling and fire safety contained herein.
- (i) ~~I.~~ All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane level, if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.
- (j) ~~J.~~ Fuel spills in excess of one gallon shall be reported to the Airport Manager and immediate action taken to clean up the spill in accordance with all local, state, and federal regulations.
- (k) ~~K.~~ Other than in exigent circumstances, no aircraft shall be fueled or defueled while the engine is running.
- (l) ~~L.~~ No aircraft shall be fueled or defueled during an electrical storm.
- (m) ~~M.~~ No person shall smoke within 100 feet of an aircraft being fueled or defueled.
- (n) ~~N.~~ During fueling or defueling, the aircraft and dispensing apparatus shall both be properly grounded bonded.
- (o) ~~O.~~ No person shall operate a radio transmitter or electrical system in an aircraft while it is being fueled or defueled.
- (p) ~~P.~~ Fueling hoses and equipment shall be maintained in a safe, operational, and nonleaking condition and shall meet the National Board of Fire Underwriters, or equivalent, standard.
- (q) ~~Q.~~ No person shall start any engine where there is fuel spillage in the vicinity of the aircraft.
- (r) ~~R.~~ Adequate fire extinguishers shall be within reach of all persons engaged in fueling or defueling operations. All extinguishers shall be inspected and recertified as required by law. All persons engaged in fueling of an aircraft shall be familiar with the proper use of fire extinguishers.
- (s) ~~S.~~ No aircraft shall be fueled while parked in a closed hangar.
- (t) All aviation fuel nozzles will have deadman controls which will shut off the fuel flow when the nozzle hand control is released.
- (u) The use of any means that defeats the deadman control of any fuel nozzle shall be prohibited.

Rule 135-2. Fuel Flowage Fee — Any person, corporation, partnership, association, or business entity of any kind, or any person acting for or through them, including, but not limited to, any wholesale fuel distribution company, who delivers fuel to a fuel storage tank or who delivers fuel obtained from a source not on the Airport directly into any aircraft on the Airport must pay the amount of \$0.15 per gallon of fuel delivered.

- (a) Payment to the City of Bay City of all fuel flowage fees due must be made not later than the fifteenth (15th) day of the month following the date of the fuel delivery.
- (b) Payment of fuel flowage fees shall be accompanied by a report in a form approved by the Airport Manager that indicates the amount of fuel delivered to the airport during the preceding month.
- (c) Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.

Rule 135-3. Fire Safety

- (a) ~~A.~~ — Every person using the Airport in any manner shall exercise the greatest care and caution to avoid and prevent fire.
- (b) ~~B.~~ — Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.
- (c) ~~C.~~ — Compressed flammable gas shall not be kept or stored at the Airport, except at such place as may be designated by the Airport Manager.
- (d) ~~D.~~ — No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building at the Airport.
- (e) ~~E.~~ — No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the Airport Manager.
- (f) ~~F.~~ — Hangar entrances shall be identified in such a manner so that emergency or fire/rescue personnel and equipment can immediately access the hangar without hindrance.
- (g) ~~G.~~ — The floors in all buildings shall be kept clean and free of oil, and drip pans shall be used on all aircraft that are having maintenance performed on them. Volatile or flammable substances shall not be used to clean floors, walls or any portion of a hangar structure.
- (h) ~~H.~~ — All Airport tenants and lessees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by applicable fire codes and regulations. Each fire extinguisher shall carry a suitable tag showing the date of its most recent inspection.
- (i) ~~I.~~ — No person shall keep or store waste oils in or about the hangars. Waste oils shall be disposed of in the approved waste oil container provided by the Airport.
- (j) ~~J.~~ — No person shall keep or store more than one case of oil in or about the hangars. All oil shall be stored in an approved fire rated cabinet.
- (k) ~~K.~~ — No boxes, crates, cans bottles, paper, tall grass/weeds or other litter shall be permitted to accumulate in or about a hangar.
- (l) ~~L.~~ — The process of "doping" shall be accomplished only in properly designated, fireproof and ventilated facilities or open areas of the ramp as designated by the Airport Manager.
- (m) ~~M.~~ — All empty oil, paint and varnish cans, bottles or other containers shall be removed immediately from the premises and not allowed to remain in or about hangars, shops and other buildings, and shall be disposed of in accordance with all applicable state and federal laws and city ordinances.

(n) N. — All containers holding flammable liquids shall be manufactured and marked for such purpose and only stored within an approved fire rated cabinet.

(o) O. — No explosive, toxic or corrosive substances shall be stored at the Airport unless approved by the Airport Manager and stored in accordance with the manufacturers recommendations and specifications as well as in a fire rated cabinet.

(p) P. — No open flame, flame-producing device or other source of ignition shall be permitted in any hangar, building or shop.

(q) Q. — All repairing of aircraft requiring the use of open flame, spark-producing devices or the heating of parts above 500 degrees Fahrenheit shall be done in the open or in an area conforming to the provisions of the building code for hazardous occupancy.

(r) R. — All applied provisions or regulations of the city fire prevention code and referenced National Fire Protection Association standards shall be complied with.

Rule 135-4. APPLICATION AND COMPLIANCE. All persons, companies and agencies engaged in any activity at the airport, whether occupying airport-owned facilities or otherwise, shall comply with fire regulations as issued by the city and shall comply with all applicable city, county, state and federal laws and regulations.

Rule 135-5. ENFORCEMENT. The airport manager may direct the removal of fire hazards, arrangement and modification of equipment, or alter operating procedures in the interest of fire prevention.

Rule 135-6. PENALTIES. Each violation of this Section shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than five hundred dollars (\$500.00) and each day a violation continues to exist shall constitute a separate offense.

(Ord. No. 1529, § 1, 2-26-2015 ; Ord. No. 1591, § 2, 2-9-2017)

~~Sec. 18-136. Permits for agriculture aerial operations (crop dusting).~~

~~(a) — No person shall conduct an agriculture aircraft operation from the airport, except upon a permit issued by the airport manager.~~

~~(b) — City council shall approve, by resolution, the form of an aerial applicator operation permit for agriculture aerial operations at the airport.~~

~~(c) — The fee for an aerial applicator operating permit shall be \$500.00 for two aircraft for a 30-day period. Any additional aircraft is an additional fee of \$250.00 per aircraft, per 30-day period.~~

(Ord. No. 1604, § 2, 6-22-2017)

~~Sec. 18-137. Appeals.~~

~~An appeal the airport manager's denial or revocation of an aerial applicator operation permit shall be made to city council. A decision made by city council is not subject to appeal.~~

(Ord. No. 1604, § 2, 6-22-2017)

Secs. 18-~~138~~136—18-165. Reserved.

DIVISION 3. PUBLIC AND TENANT USAGE⁵

Sec. 18-166. Leases.

Hangars and other buildings or structures owned by the city may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial fixed base operation (FBO).

The city may lease property within the building area or other portions of the airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with an approved airport master plan/airport layout plan and design guidelines. Aviation related use must be given priority in the use of all leased or privately owned property, buildings or structures. If the aviation needs of the airport are sufficiently met, the city council may authorize non-aviation use of any portion of the airport or any building on the airport on a case-by-case basis. Application of such non-aviation use shall be made to the city; and approval from the state department of transportation aviation division must be received prior to granting authorization for non-aviation use. The airport manager is authorized to execute all general lease agreements on behalf of the city. All commercial lease agreements require city council approval.

Rule 166-1. Lease Term — No lease of airport property or facilities shall be granted for a term exceeding (20) years, however the initial term of a lease of airport property or facility may exceed twenty (20) years but in no case more than forty (40) years if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the City of Bay City at the end of the lease term, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed eighteen (18) months.

Rule 166-2. Construction on Leased Property

A.The FAA Form 7460-1, "Notice of Proposed Construction or Alteration," (or most current FAA approved form) will be completed for all construction and submitted to the airport manager to forward to TxDOT Aviation Division. TxDOT Aviation Division will review the form for completeness and accuracy, then forward to the FAA for the air space study. A favorable determination must be received from the FAA prior to any construction on the Airport. No hangar or structure may be erected beyond the building restriction line or in conflict with the approved Airport Layout or Development Plan.

B.All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current Standard Fire and Building Codes published by the Southern Building Code Congress and the National Electrical Code, and shall provide for the construction to be from material satisfactory and acceptable to the City Council. All construction must be of a compatible standard capable of withstanding winds of a wind load rating applicable to airport location as determined by a windstorm engineer.

C.The City Council's written approval of the plans and specifications must be obtained prior to construction of the improvements.

⁵Editor's note(s)—Ord. No. 1529, § 1, adopted February 26, 2015, repealed div. 3 §§ 18-166—18-181, in its entirety; and enacted a new div. 3 to read as set out herein. Former div. 3 pertained to similar subject matter and was derived from Code 1985, §§ 5-96—5-110 and Code 2000, §§ 18-206—18-221.

D.Construction must begin within one hundred twenty (120) days after the effective date of the lease or final comment from TxDOT and the FAA for the filed air space study as required by FAR Part 77, whichever date is later. Construction must be substantially completed within one hundred eighty (180) days of start of construction. Projects anticipated to exceed 180 construction days require approval of the Airport Manager. The Improvements on the leased premises shall remain the tenant's property until expiration or termination of the lease and its covenants or as otherwise agreed to in the contract between the City Council and the tenant.

E.Any privately owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the City Council, must be removed after due notice to the owner in writing or the City Council will consider such structures or hangars abandoned and will seek title to such structure or hangar.

F.Leased land from which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and put back in its original or acceptable condition.

Rule 166-3. Assignment and Sub-letting

Subletting or assignment of any leased premises, all or part, is prohibited. Any sublet or assignment of all or any part of any leased premises shall void the lease. In addition, the tenant/lessee shall not allow any aircraft not registered to the tenant/lessee for the leased premises to occupy or remain within the leased premises. Such occupation in the leased premises of an aircraft not registered to tenant/lessee for the leased premises shall void the lease.

Rule 166-4. Flying Clubs — A Flying Club ("Club") shall meet the following standards:

A.At the time of applying for a lease, license, permit or agreement to operate at the Airport, the Club shall furnish the Airport Manager with a copy of its documents of organization; the Club's list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; and any operating rules of the Club.

B.All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.

C.The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter, or air taxi. Flight instruction may be given in Club aircraft.

Rule 166-5. Environmental Issues and Indemnification

Any tenant/lessee of the Airport, including its agents, employees, independent contractors, or sub lessee, shall not install, store, use, treat, transport or dispose of any:

- A. Asbestos in any form.
- B. Urea formaldehyde foam insulation.
- C. Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or
- D. Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response

Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:

1. In amounts in excess of that permitted or deemed safe under applicable law;
 2. Or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").
- E. No fuels, oils, dopes, paints, solvents or acids shall be disposed of or dumped on the ramp area, agricultural lands or elsewhere at the Airport. All disposal shall be in accordance with city ordinances, Environmental Protection Agency, Texas Commission on Environmental Quality and Federal Aviation Administration standards.

Rule 166-6. Environmental Cleanup Laws — An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

Rule 166-7. Environmental Notices — An Airport tenant shall promptly supply the City Council with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

Rule 166-8. Environmental Survival — An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

Rule 166-9. Storm Water Compliance

- A. The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts "vehicle maintenance" or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.
- B. The City shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or

operated by an Airport tenant. A storm water discharge permit issued to the City may name an Airport tenant as a co-permittee.

- C. An Airport tenant's 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. An Airport tenant may have to implement and maintain "Best Management Practices" to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used as defined in the federal storm water regulations.
- D. The City's storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.
- E. The City or County will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the City's storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to:
 1. Certification of non-storm water discharges.
 2. Collection of storm water samples.
 3. Preparation of storm water pollution prevention or similar plans.
 4. Implementation of "good housekeeping" measures or best management practices; and maintenance of necessary records.

Such written notice shall include applicable deadlines and an opportunity to dispute any of the storm water discharge permit requirements.

- F. Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.

Rule 166-10. Non Discrimination Covenants

A. Each lease will include as a covenant running with the land to insure that:

1. No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property;
2. 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, sex or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.

B. The right to conduct aeronautical activities for furnishing services to the public is granted to an Airport tenant subject to the agreement:

1. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users.
2. To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

Rule 166-11. Insurance

Airport tenants/lessees shall continuously maintain in effect during the term of a lease, at their sole expense, the following insurance coverage:

- A. Insurance against claims for bodily injury, death or property damage occurring on, in, or about the Airport and leased premises, such insurance to afford protection to the City of

not less than \$1,000,000.00. The insurance policy shall include aircraft liability to include \$1,000,000.00 single limit liability.

- B. All such policies of insurance shall be issued by insurance companies acceptable to the City, shall name the City of Bay City as an additional insured or loss payee, as the case may be, and shall provide for at least ten (10) days written notice prior to cancellation, material changes, or lapse of such policies. The Airport Manager may cancel any lease with no less than ten (10) days' written notice should a tenant/lessee fail to comply with this rule.

Rule 166-12. Hold Harmless — The City of Bay City shall not be liable to an Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the City or County.

Airport Users and Tenant shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Airport Tenant, its officers, agents, and employees. It is understood and agreed that the Airport Tenant and any employee or sub-contractor of contractor shall not be considered an employee of the City. The Airport Tenant shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Airport Tenant's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

(Ord. No. 1529, § 1, 2-26-2015 ; Ord. No. 1591, § 2, 2-9-2017)

Secs. 18-167—18-200. Reserved.

~~DIVISION 4. FIRE REGULATIONS~~

~~Sec. 18-201. Application and compliance.~~

~~All persons, companies and agencies engaged in any activity at the airport, whether occupying airport-owned facilities or otherwise, shall comply with fire regulations as issued by the city and shall comply with all applicable county, state and federal laws and regulations.~~

~~(Code 1985, § 5-116; Code 2000, § 18-246)~~

~~Sec. 18-202. Enforcement.~~

~~The airport manager or other duly authorized officials may direct the removal of fire hazards, arrangement and modification of equipment, or alter operating procedures in the interest of fire prevention.~~

~~(Code 1985, § 5-117; Code 2000, § 18-247)~~

Sec. 18-203. Reserved.

Editor's note(s)—Ord. No. 1591, § 2, adopted February 9, 2017 repealed § 18-203, in its entirety. Former § 18-203 pertained to "Fire prevention," and was derived from Code 1985, § 5-118 and Code 2000, § 18-248.

Secs. 18-204—18-229. Reserved.*DIVISION 5. RESERVED⁶***Secs. 18-230—18-259. Reserved.***~~DIVISION 6. MOTOR VEHICLES~~***~~Sec. 18-260. Compliance with division and state laws.~~**

~~Persons shall operate motor vehicles on the airport in accordance with these procedures and regulations and in full compliance with all state licensing, registration and operating requirements.~~

~~(Code 1985, § 5-136; Code 2000, § 18-296)~~

~~Sec. 18-261. Speed.~~

~~No person shall operate a motor vehicle on the airport in a reckless or negligent manner, or in excess of a safe and prudent speed. Posted speed limits will not be exceeded. Speeds shall not exceed 15 miles per hour in aircraft parking and hangar areas.~~

~~(Code 1985, § 5-137; Code 2000, § 18-297)~~

~~Sec. 18-262. Parking.~~

~~(a) No person shall park a motor vehicle on the airport other than in areas specifically established for public and tenant parking. No persons shall park a motor vehicle in aircraft parking areas.~~

~~(b) The airport manager shall have the authority to tow or otherwise remove motor vehicles which are parked on the airport in violation of these rules. The vehicle will be towed at the owner's expense and without liability for damage which may result in the course of such moving.~~

~~(Code 1985, § 5-138; Code 2000, § 18-298)~~

⁶Editor's note(s)—Ord. No. 1591, § 2, adopted February 9, 2017, repealed div. 5, §§ 18-230—18-233, in its entirety. Former div. 5 pertained to "Fueling and Flammables," and was derived from Code 1985, §§ 5-126—5-129 and Code 2000, §§ 18-271—18-274.

Sec. 18-263. Vehicle repair.

No person shall clean or make any repairs to motor vehicles on the airport, except for airport support vehicles and minor emergency repairs.

(Code 1985, § 5-139; Code 2000, § 18-299)

Sec. 18-264. Operating regulations.

(a) No motor vehicles, other than support vehicles, shall be permitted to operate on the airport parking ramp (except for the loading and unloading of aircraft occupants or cargo) without the approval of the airport manager.

(b) No person or motor vehicle shall be permitted on the airport runways or taxiway except as specifically authorized by the airport manager.

(c) All motor vehicles shall pass to the rear of taxiing aircraft. No vehicle shall approach closer than 100 feet to any aircraft whose engine is operating.

(Code 1985, § 5-140; Code 2000, § 18-300)

Secs. 18-265—18-291. Reserved.***DIVISION 7. EMERGENCY PROCEDURES*****Sec. 18-292. Emergency notification and response.**

(a) The city provides emergency services of fire, police and medical response to the airport. However, because of the distance involved, response time to the airport may be extended in some emergency situations.

(b) In addition to standard Federal Aviation Administration (FAA) emergency notification procedures, local emergency response may be initiated by calling 911. When initiating emergency notification, identify yourself and give the nature of the emergency, location and requested response (i.e., fire, ambulance, security or all three). Please stay on the telephone until released by the emergency service dispatcher.

(Code 1985, § 5-146; Code 2000, § 18-326)

Sec. 18-293. Volunteer assistance.

Volunteer assistance and/or access to the scene of any aircraft accident will be approved and controlled by the authorized emergency response personnel and the appropriate law enforcement authorities.

(Code 1985, § 5-147; Code 2000, § 18-327)

Sec. 18-294. Accident reporting.

In addition to required Federal Aviation Administration (FAA) notification and reporting actions, the operating of any aircraft involved in an accident at the airport shall immediately notify the airport manager and, within 24 hours, submit a full written report of the accident. When a written report is required by the Federal Aviation Administration (FAA), a copy of such report will suffice for the airport requirement.

~~(Code 1985, § 5-148; Code 2000, § 18-328)~~

~~**Secs. 18-295—18-321. Reserved.**~~

~~***DIVISION 8. SAFETY***~~

~~**Sec. 18-322. Policy.**~~

~~The policy of the airport is that safety is of primary and overriding priority. All persons on the airport, for any reason, are required to comply with this policy. These standard operating procedures and regulations are intended to promote safety as well as good operating practices. If any deviation is required in the interest of safety, such deviation is both authorized and encouraged. However, any such deviation shall be reported to the airport manager as soon as possible after the occurrence.~~

~~(Code 1985, § 5-156; Code 2000, § 18-351)~~

~~**Sec. 18-323. Hazard identification.**~~

~~Hazard identification and abatement are continuing programs at this airport. Any person with knowledge of a hazard at the airport should immediately report this information to the airport manager.~~

~~(Code 1985, § 5-157; Code 2000, § 18-352)~~

~~**Secs. 18-324—18-349. Reserved.**~~

DIVISION 9. RULES AND PENALTIES

Sec. 18-350. Knowledge of rules implied.

By publication of this article as required by law, all persons will be deemed to have knowledge of its content. However, the airport manager is directed to have copies of the article printed and posted where appropriate. Copies will be available at all times in the office of the airport manager and will be furnished to owners and operator of aircraft based at the airport.

(Code 1985, § 5-166; Code 2000, § 18-376)

Sec. 18-351. Conflict in rules.

If and where there is a conflict in these rules and the Federal Aviation Rules (FARs), the latter shall prevail.

(Code 1985, § 5-167; Code 2000, § 18-377)

Sec. 18-352. Penalty for violation.

- (a) Any person operating or handling an aircraft in violation of any of these rules or refusing to comply herewith, may be ejected immediately from the airport, and upon a hearing by the city council, 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. The airport manager may terminate any general lease or commercial lease for any violation of this section.

(b) Any violation of this chapter shall be a misdemeanor, punishable by a fine up to \$500.00.

(Code 1985, § 5-168; Code 2000, § 18-378; Ord. No. 1591, § 2, 2-9-2017)