# The City of Lago Vista

*To provide and maintain a healthy, safe, vibrant community, ensuring quality of life.*

**NOTICE OF A SPECIAL MEETING**
**AIRPORT PLAN ADVISORY COMMITTEE**
**WEDNESDAY, AUGUST 3, 2016, 3:30 PM**
**COUNCIL CHAMBERS**
**CITY HALL - 5803 THUNDERBIRD ST.**

**NOTICE IS HEREBY GIVEN** that the Airport Plan Advisory Committee of the City of Lago Vista, Texas will hold a meeting on the above date and time for discussion and possible action to be taken on the following:

**ELECTION OF CHAIR-PRO TEM**

**CONSIDER THE MINUTES OF JUNE 22, 2016**

**BUSINESS ITEM**

1. Review of New Airport Action Plan Final Draft
   A. Presentation
   B. Open Optional Public Input
   C. Close Optional Public Input
   D. Discussion

**ORDINANCE**

1. Recommendation of an Ordinance of the City Council of the City of Lago Vista, Texas, establishing a new Airport Action Plan for the Lago Vista – Rusty Allen Airport; providing a savings clause; providing a severability clause; and, providing an effective date.

**IT IS HEREBY CERTIFIED** that the above Notice was posted on the Bulletin Board located in City Hall in said City at _____ on the _____ day of _____, 2016.

_____
Sandra Barton, City Secretary

**THE CITY OF LAGO VISTA IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST.**

**IN ADDITION TO ANY EXECUTIVE SESSION ALREADY LISTED ABOVE, THE AIRPORT PLAN ADVISORY COMMITTEE RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE FOR THE FOLLOWING PURPOSES: §551.071: CONSULTATION WITH ATTORNEY; §551.072: DELIBERATIONS REGARDING REAL PROPERTY; §551.073: DELIBERATIONS REGARDING GIFTS AND DONATIONS; §551.074: PERSONNEL MATTERS; §551.076:**

**DELIBERATIONS REGARDING SECURITY DEVICES; §551.087: DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTATIONS**

**City of Lago Vista**
**Airport Plan Advisory Committee (APAC)**
**Minutes of Special Meeting**
**Wednesday, June 23, 2016**

| **Committee Members Present** | **Committee Members Absent** |
|---|---|
| Don Barthlow | Melissa Byrne-Vossmer |
| Linda Bush Warren | |
| David Harrell | |
| Rodney Cox | |
| James Awalt | |
| Jim Moss | |

Other governmental representatives present via Skype
Michelle Hanna, Aviation Planner, TXDOT Aviation.

Chairman Rodney Cox called the meeting to Order at 7:01 P.M. in the Library Conference Room, Library, 5803 Thunderbird St. Suite 40, Lago Vista, TX.

**CONSIDER THE MINUTES OF MAY 18, 2016**
On motion by Don Barthlow, seconded by Linda Bush-Warren, the Committee unanimously approved the Minutes with no changes.

**BUSINESS ITEM**

1. Review of New Airport Action Plan Rough Draft
    A. Presentation
    B. Open Optional Public Input
    C. Close Optional Public Input
    D. Discussion
    E. Action

**TOWN HALL MEETING**

1. Discussion, Vision, and Purpose on Proposed Airport Action Plan (AAP)
    A. Presentation to APAC
    The Chair opened the item at 7:02 P.M. and turned it over to Derek Mayo, PMP, P.E. with Parkhill, Smith, and Cooper (Consultant) & Mark McFarland, FASLA, with Mead & Hunt (Sub-consultant). The applicant presented a nineteen (19) page power-point presentation covering project team, purpose of plan, purpose of meeting, airport inventory, airport use, airport management, expenses, revenue, TXDOT capital improvements, TXDOT economic study, compliance review, through the fence, existing through the fence agreement, existing minimum standards review, development priorities, FAA standards review, development constraints, need identified, property acquisition plan, USFWS land swap concept, development plan, and east side development.

    During the presentation the Chair let members of the Committee and audience participate in a discussion.

Below is a summary of the conversations based on the applicable slide:

Airport Use

Jim Awalt reflected Airport use numbers appear incorrect in the slide in comparison between the individual cities. The consultant would recheck and correct.

Airport Management

David Harrell suggested making changes to the flow chart to make the Rusty Allen Airport Property Owners Association equal to the Airport Advisory Board. Michelle Hanna suggested changes to the current order due to numerous contacts. Eventually the Chair suggested items flow through the City Manage then Development Services Director with the Airport Superintendent to the side of the Development Services Director, with Airport Advisory Board and Rusty Allen Airport Property Owners Association under the Development Services Director.

Existing Though the Fence Agreement

Jim Awalt indicated that the Plat for the Airport allowed access to the Airport property. Jim Moss asked the consultant to define commercial in association with these types of agreements; the consultant defined it as aviation related items.

Existing Minimum Standards Review

Michelle Hanna suggested guidelines the City could follow to assist future commercial enterprises at the Airport. She also stated the City could be an only fuel provider or lease out the fuel farm.

Needs Identified

The Chair indicated he had been in contact with four property owners regarding property acquisition. On Lot 18 the owner is willing to potentially sell the Lot at market value. On Lot 15 the owner is willing to sell but desires to sell Lot 14 with it as a pair. However they may sell Lot 15 alone if someone buys Lot 14 with the developed hanger. The owner of the Lot to the immediate left of the Airport entryway has indicated the terminal must be shown in the Airport Action Plan before he would sell the property or he may build instead.

In review of acquisition parcels on the eastside of the Airport, Mr. Awalt suggested the area be enlarged to lots that would border Rawhide Tr., Bar K Ranch Rd., area of the AWOS system, to Ranger Tr.

Property Acquisition Plan

Jim Awalt asked the consultant to look at expanding the potential runway to the south and closer to Rawhide Tr. versus to the North on the U.S.F.W.S. property. Michelle Hanna brought up concerns about the expansion in length due to Airport built with lack of FAA standards.

U.S.F.W.S. Land Swap Contract

David Harrell took over presentation of this information from the Consultant and stated that City Staff and the Consultant have been working on the plan. This would consist of swapping a 27 acre U.S.F.W.S parcel with a potentially City owned 72

acres of land after lot acquisition. Mr. Tom Penn, from the audience, stated the property acquisition would be difficult and would take an Act of Congress. He indicated a way to work with them would be from the guise of construction of building a visitors center and both could benefit.

Development Plan

Jim Awalt indicated traffic onto the runway is mostly from the south for purposes of planning connecting taxiways; he prefers the center taxiway. He also suggested moving the centerline of the runway east to get the additional 10 feet for the minimum width of 60 feet. David Harrell indicated there needs to be areas where helicopters can land at the Airport. David Harrell and Jim Awalt suggested looking into property along Bar K Ranch Rd. at south end of Airport for acquisition. The consultant stated he would add to the plan.

B. Open Optional Public Input

The Chair opened this item at 9:37 P.M. Tim Robeson, Battalion Chief with the Travis Co. Emergency Services District #1, provided an overview of their services. He also stated the ESD#1 has limited resources to service the Airport, explained inter-local agreements with neighboring cities, and reducing ISO ratings. The consultant asked him information concerning available equipment.

C. Close Optional Public Input

The Chair closed this item at 9:59 P.M due to no more members of the public wanting to speak on the item.

D. Discussion

The Chair interdispursed this item with letter "A" and it was opened at 7:02 P.M.

E. Action

No formal action was taken on the item.

**ADJOURNMENT**

With no other items on the Agenda, the Chair entertained a motion to adjourn. A motion was made by Mr. Barthlow, seconded by Ms. Bush-Warren; motion was unanimously approved and the meeting was adjourned at 10:01 P.M.

_____

_____, Chair-Pro-Tem

_____

David Harrell, Secretary

On a motion by _____, seconded by _____ the above and foregoing instrument was passed and approved this 03rd day of August, 2016.

# Development Services Department

## STAFF REPORT

### Review of New Airport Action Plan Final Draft

**Date:** July 29, 2016

**PRESENTATION SUMMARY**

*What is an Airport Action Plan*

The ultimate goal of the Plan is to provide systematic guidelines for the Airport's overall maintenance, development, and operation. The Plan is intended to be a proactive document which identifies and then plans for future facility needs well in advance of the actual need. It is in way similar to a Comprehensive Plan for the Airport and its environs.

*Project History*

In consultation with TXDOT Aviation in late 2014, they recommended creation of an Airport Action Plan to update the current 1999 Plan. A Resolution committing funding to this project was approved by the City Council in late 2015 for a total of $8,000 with the State contributing $72,000 and retaining control over the project. In January, 2016 the State published an RFQ and the City established a Selection Committee consisting of City Staff, Airport Advisory Board Members, Airport residents, and City Council. This Committee determined selection criteria, reviewed qualifications, rated proposals of candidate firms, and recommended the firm of Parkhill, Smith, and Cooper to the State; which the State later signed a contract with the Firm.

In February 2016, the Council established the Airport Plan Action Committee (APAC). This Committee is to assist the Consultant in construction of the Plan and will dissolve once the City Council approves the Plan. The Consultant, State, and City agreed on a 17 week timetable for completion of the project which began on May 26, 2016 at the first meeting. This has cumulated into a Town Hall Meeting, one Planning and Zoning Commission, and three APAC meetings for input and information. It is expected that Council will consider this item at their Sept. 15th meeting.

*Airport Action Plan General Information*

This proposed Plan consists of the following:

Chapter 1 Airport Study
- 1.1 – Introduction
- 1.2 - Airport Inventory
- 1.3 – Airport Management
- 1.4 – Aviation Demand Forecasts
- 1.5 – Compliance Review

Chapter 2 Future Use and Development

2.1 – Airport Facilities Needs
2.2 - Development Alternatives and Recommendations
2.3 – Proposed Airport Improvement Program

Appendix 1 – Airport Layout Plan
Appendix 2 – Action Plan Exhibits
Appendix 3 – TXDOT Documents
Appendix 4 – Reference Documents

Please read the final draft carefully and be ready to discuss for the meeting.

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**ORDINANCE NO. 16-09-15-____**

**AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS ADOPTING THE "2030 AIRPORT ACTION PLAN"; PROVIDING FOR RELATED MATTERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, it is necessary and reasonable for the City of Lago Vista, Texas, a home-rule municipality (hereinafter "City") to provide for, modify and amend an Airport Master Plan in accordance with Texas Department of Transportation (TXDOT) and Federal Aviation Administration (FAA) standards;

**WHEREAS,** the City's adopted 2030 Comprehensive Plan calls for land acquisition near the Airport, creations of new roadway systems, and coordination with this proposed Plan;

**WHEREAS,** the City in anticipation of further growth of the Airport and its environs, the City Council desired to create a Plan to assist with such orderly and efficient growth of the Airport and its environs, secure its citizens and visitors from fire, panic, and other dangers, to promote the general health and welfare, to promote adequate light and air, prevent the overcrowding of property and undue concentration of populations and facilitate the adequate public requirements;

**WHEREAS,** the City has sought review and inquiry and the opportunity for citizen participation and input in one (1) Town Hall Meeting, three (3) Airport Plan Advisory Committee Meetings, Two (2) Planning & Zoning Commission Meetings, and one (1) City Council Meeting, to be included in the creation of the Airport Action Plan; and

**WHEREAS**, the Airport Plan Advisory Committee, Airport Advisory Board, and the Planning & Zoning Commission have recommended adoption of the Airport Action Plan, and the City Council finding that the adoption of the Airport Action Plan, hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public health, safety, and welfare.

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

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Adoption of the 2030 Airport Action Plan.** The 2030 Airport Action Plan, which is set forth in Exhibit A, attached hereto and incorporated herein, is hereby adopted.

**Section 3. Severability.** It is hereby declared to be the intention of the Council that the sections, paragraphs, sentences, clauses, and phrases of the Ordinance are severable and, if any phrase, sentence, paragraph, or section of this Ordinance shall be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentence, paragraph, or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of the Ordinance are declared to be severable.

**Section 4. <u>Effective Date</u>.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**Section 5. <u>Open Meetings</u>.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

**PASSED AND APPROVED** on this 15th day of September, 2016.

ATTEST: **CITY OF LAGO VISTA, TEXAS**

_____ _____

Sandra Barton, City Secretary Dale Mitchell, Mayor

# Lago Vista - Rusty Allen Airport Action Plan

NEAR FINAL DRAFT
7/28/2016

The City Of
**Lago Vista**

# LAGO VISTA - RUSTY ALLEN AIRPORT NEAR FINAL DRAFT ACTION PLAN

The following is the near final draft action plan for the 2016 Airport Action Plan for the Lago Vista – Rusty Allen Airport.

Please note, all the pieces for the Final Airport Action Plan are present in this document, but this document is not 100% final, nor is it intended to be. The intent of sending/publishing this near final draft is to get input from the Airport Plan Advisory Committee (APAC) and other stakeholders at the next and Final APAC meeting, especially the Proposed Development Plan to truly allow this Action Plan to be finalized before final recommendation to City Council.

Since there are additional comments to be received prior to finalizing this document, minimal additional content is anticipated, and further formatting and review by a professional technical writer will be done after receiving final comments.

At the final APAC meeting, the Action Plan will be reviewed and the following items will need to be decided on to finalize the plan:

- Any general comments on the plan
- Approximate City Capital Improvement Budget Available for Development
- Prioritize Proposed Developments
- Develop Timing for Proposed Developments

Once final comments are received through the final APAC meeting, the final steps to completing this action plan include:

- Present Plan and Recommended Prioritization to Airport Advisory Board
- Incorporate Comments from Final APAC meeting
- Develop Executive Summary for the Action Plan
- Update the Airport Layout Plan based on the recommended plan
- Present Plan to Planning and Zoning Commission
- Present to City Council for Adoption

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# Chapter 1 - Airport Study

## 1.1 INTRODUCTION

This Lago Vista – Rusty Allen Airport Action Plan was initiated to be a tool for the great community of Lago Vista, to get the airport stakeholders together, understand where the airport has come from, where it is now, and develop a plan for where it should be in the future. TxDOT Aviation Division has included this Airport Action plan into the State's Capital Improvement Program (CIP), using FAA Airport Improvement Program funds. This planning project was publicly advertised through TxDOT Aviation and selection of the consultant was made by representatives of the airport appointed by the City of Lago Vista, who owns and operates the airport, also known as the Airport Sponsor. TxDOT Aviation Division has funded the Action Plan at 90% of the total project cost, with the remaining 10% funded by the City of Lago Vista. The City selected Parkhill, Smith & Cooper (PSC), a Texas Architecture and Engineering Company with an office in North Austin based on the scoring criteria, and in February 2016, TxDOT Aviation notified PSC that they were selected.

## PROJECT TEAM

The City has formed an Airport Plan Advisory Committee (APAC) to be the committee responsible for reviewing materials, providing input and feedback on the airport plan, and to make the final recommendation for implementation to the Airport Advisory Board, the City Planning and Zoning Commission, and to the Lago Vista City Council. The APAC includes representation from the Rusty Allen Airport Property Owners Association (RAAPOA), the Airport Advisory Board, the Planning and Zoning Commission, City Staff and City Council. Airport users and neighbors were encouraged to participate in the planning process by attending the public meetings where the planning document was introduced, reviewed, and discussed. The project kicked off with a Townhall meeting and the first APAC meeting, both open to the public. There were a total of three APAC meetings and two Planning and Zoning Commission meetings where the plan was presented and discussed.

The project team that was instrumental in completing this project were:

- City Airport Plan Advisory Committee (APAC)
    - City of Lago Vista
        - Airport Manager/Director of Development Services: David Harrell
        - City Manager: Melissa Byrne-Vossmer
        - City Council Liaison: Rodney Cox
        - Planning Zoning Commission Liaison/Airport User: Jim Moss
        - Airport Advisory Board
            - Airport Advisory Chair/Rusty Allen Airport POA Representative: Don Barthlow
            - Board Member/Airport User: Linda Bush Warren
    - Citizen Member: Jim Awalt
- TxDOT Aviation Division Planning Project Manager: Michelle Hannah
- Planning Consultant: Parkhill, Smith & Cooper (PSC)
    - Planning Subconsultant: McFarland Architects
- Public participants from the Lago Vista Community

*Figure 1 - June 22nd APAC Meeting*

## ACTION PLAN COMPONENTS

An action plan is essentially a miniature Airport Master Plan. An Airport Master Plan develops a 20 year plan for the airport. This Airport Action Plan effort will focus on approximately the next decade, but needed improvements may be identified which will extend beyond. This Airport Action Plan is not meant to be concrete plan that the City or TxDOT is committed to implementing, nor is it meant to be . As opportunities, needs, and funding evolves through the years, adjustments will likely be needed, but this action plan will be the foundation and guidance for future development to get the Lago Vista – Rusty Allen Airport from where it is now to where it needs to be.

The City recently completed a Comprehensive Plan dated to the year 2030. To align with the Comprehensive Plan, there will be references in this Airport Action Plan to 2030. Funding availability from both the City and TxDOT aviation will help determine the programming of airport developments.

This action plan will also include an update to the Airport Layout Plan including the Airport Layout Drawing (ALD), the inner approach airspace drawing, and an updated property map. These are standard FAA documents and will be a tool for TxDOT and the City to easily see existing and future conditions at the airport.

An initial step in the preparation of this Action Plan (Plan) is to collect data pertaining to the Airport and the area it serves. An inventory of the Airport was accomplished through physical observation of existing facilities, interviews with Airport users, City staff, and a review of previous Airport studies and records.

This chapter summarizes the Airport's background, an inventory of the airfield, a review of airport management, aviation forecasts, and compliance review.

## ACTION PLAN SCHEDULE

This action plan was a very crucial project for the City. The development has continued to increase around the airport. The City needed to act soon to put a plan in place for property acquisition and reserve areas for future expansion of the airport or future development would be very limited. This project was an accelerated effort to attempt to get a plan in place before the next fiscal year and to align with efforts of the recently completed City 2030 Comprehensive Plan. Below is the action plan schedule.

| | |
|---|---|
| APAC Kickoff Meeting / Townhall | Thursday, May 26, 2016 |
| APAC Meeting | Wednesday, 6/22/2016 |
| Planning and Zoning Meeting | Thursday, June 23, 2016 |
| Final APAC Meeting And Airport Advisory Meeting | Wednesday, 8/3/2016 |
| Final Planning Zoning Meeting | Thursday, 8/25/2016 |
| City Council Presentation | Thursday, 9/15/2016 |

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## AIRPORT LOCATION AND ACCESS

The Lago Vista – Rusty Allen Airport (RYW) is situated in the northern part of the City of Lago Vista, in Travis County, Texas. It is northwest of Austin, being about a 35 mile drive to downtown. The City of Lago Vista is adjacent to Lake Travis in the beautiful Hill Country of Central Texas.

Being somewhat removed from the exploding population of the greater Austin area, Lago Vista has maintained a small town feel while enjoying fairly easy access to Austin and the Austin-Bergstrom International Airport (AUS). This access has been increased with the expansion of the 183A Toll road to north of FM 1431, which is the primary arterial through Lago Vista and starts east at I-35 in Round Rock and ends up 55 miles Northwest of Lago Vista at Lake Buchanan.

The existing signage and access to the airport is off of FM 1431, heading Northeast on Bar K Ranch Rd for approximately 1.5 miles. Bar K Ranch Rd is a road with steep grades. A recent construction project at the airport had issues with concrete trucks spilling concrete on the roadway due to its grade. There is one alternate route from FM 1431 to the airport, but without signage for airport access. The alternative access is through Bison Rd, which is 1 mile further west on 1431. The slope along Bison is less than Bar K, but the pavement along Bison is starting to deteriorate and with limited funds, the City does not want to increase the demand on infrastructure by signing Bison as the primary access to the airport. To prevent future issues with hauling materials on Bar K, the City may want to consider instructing contractors to use alternative route. The City's 2030 Comprehensive Plan shows a future new minor arterial which would provide better access to and from the airport.

*Figure 2 - Google Street View at 1431 and Bar K Ranch Rd, primary access to the airport*

## AREA TOPOGRAPHY

Lago Vista is in the central Texas "Hill Country" and lives up to the name. The City of Lago Vista is full of varying topography which allows for several beautiful views of Lake Travis and rolling hills. The airport is situated on top of a hill, which reduce airspace encroachment concerns and provide for some great views.

*Figure 3 - View from Bar K Ranch Rd near the Airport with view of Lake Travis*

## CLIMATE

Lago Vista has fairly mild winters and hot, humid summers. The mean maximum temperature in the hottest month (July) is 98 degrees. The average annual rainfall average for Lago Vista is 30 to 35 inches. 2016 has been a record setting year of rainfall and as of June 2016, Lake Travis was at 117% capacity, which is a drastic change from recent years. Early in 2015, the lake was approximately 70 feet below June 2016 levels.

## AIRPORT HISTORY

The Rusty Allen Airport started out as Bar K Airport back in 1951 to serve a local dude ranch. The runway was paved and lengthened to 3804 feet, its current length, in 1968 by the National Resort Communities (NRC), the original developer of what is now the City of Lago Vista. In 1986 NRC platted the Bar-K Airport subdivision and began selling the adjacent lots. NRC sold the airport along with golf courses and other properties to Taiyo Corporation, a Japanese real estate company, in 1990. Taiyo resurfaced the runway and constructed the Tie-down apron.

In 1993, Taiyo experienced financial difficulties and the airport was offered to the City. A committee was formed by the City, chaired by George Eeds, to analyze the offer and make a recommendation. The

recommendation was that the airport was a valuable asset to the City and should be acquired but should include the tie-down apron. The city agreed with the recommendation, but did not have the resources to pay $12,000 in back taxes and closing costs. The City was also weary of the ongoing maintenance costs. The property owners surrounding the airport decided to form the Bar-K Airport Property Owners Association (now, the Rusty Allen Airport Property Owners Association, RAAPOA) and partner with the City to help it acquire the airport. In 1994, the POA wrote the City a check for $12,000 to cover the back taxes and closing costs and established an agreement with the City to help with ongoing operation and maintenance. That same year, the Runway and taxiway were conveyed to the City of Lago Vista and the City renamed the airport in memory of late Mayor Rusty Allen, who contributed significantly to the Lago Vista community and was a large supporter of the airport. The re-naming took place in approximately 1 minute at a City Council meeting, unbeknownst to Mayor Allen.

The northern 1/3rd of the runway was being used based on a lease with the US Fish and Wildlife Service for operation of the runway, but the lease was with the original developers. Soon after the City took ownership of the airport, it was determined that the runway lease needed to be succeeded to the City. In 1995, the lease was transferred to the city to allow the City continuing use of the land. That same year, the FAA included the airport into the National Plan of Integrated Airport Systems (NPIAS) and TxDOT included the airport in the Texas Airport System Plan (TASP). This allowed the City to use FAA funds through TxDOT Aviation for airport improvements. In 1995, according to aerial images there were 16 hangars on the airfield, now there are 49, more than triple. The City continues to own only the Runway, Taxiways, and the small tiedown apron. Private development has and continues to occur as evidenced by the growth in hangars.

The partnership between the City of Lago Vista and the Rusty Allen Airport Property Owners Association (RAAPOA) that made City acquisition of the Airport possible, continues today.

Note: Airport history was obtained from a collaboration of news articles put together by George Eeds.

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## 1.2 AIRPORT INVENTORY

Existing facilities at the Airport are divided into three categories: airfield, landside, and support facilities. Airfield facilities include areas such as runways, taxiways, and aprons. Landside facilities include areas such as hangars, airport buildings, and auto parking. Support facilities include emergency services, utilities, and miscellaneous facilities that do not logically fall into either airfield or landside facilities.

### AIRFIELD FACILITIES

#### Airport Reference Code

According to the existing Airport Layout Plan (ALP), the airport is classified as a B-I. The "B" indicates the Runway's Aircraft Approach Category, or Approach Speed, of greater than 91 knots, but less than 121 knots. The "I" represents the Airplane Design Group (ADG) for the largest aircraft expected to operate at the airport and is determined by wingspan and tail height. The pavement is rated for 12,500 lbs and by FAA definition, aircraft weighing 12,500 lbs or less, are classified as "small". Therefore, the full ARC for the Airport is B-I (small).

Aircraft expected to use the Lago Vista- Rusty Allen Airport may include aircraft greater than an ARC of B-I small, however the existing airfield features prevent an upgrade in the ARC. This will be discussed further in Chapter 2.

#### Runway

The existing runway is published as Runway 15-33 and is 3,808 feet long by 50 feet wide. The existing Runway is an asphaltic concrete pavement, in good condition, as it was recently rehabilitated with a surface treatment through a TxDOT Aviation Capital Improvement Grant project.

*Figure 4 - Runway 15-33*

The FAA Advisory Circular 150/5300-13A, was used to develop the Runway standards below:

Table 1 - Runway Standard Dimensions (ARC B-I small)

| Runway Feature | Dimension | Standard Value (ft) |
|---|---|---|
| Runway Width | | 60 ft |
| Runway Safety Area (RSA) | | |
| | Length Beyond End | 240 ft |
| | Width | 120 ft |
| Runway Object Free Area (ROFA) | | |
| | Length Beyond End | 240 ft |
| | Width | 250 ft |
| Runway Object Free Zone (ROFZ) | | |
| | Length Beyond End | 200 ft |
| | Width | 250 ft |
| Runway Protection Zone (RPZ) | | |
| | Length | 1000 ft |
| | Inner Width | 250 ft |
| | Outer Width | 450 ft |
| Runway Centerline Separation to: | | |
| | Holding Position | 125 ft |
| | Parallel Taxiway/Taxilane Centerline | 150 ft |
| | Aircraft Parking Area | 125 ft |

## Taxiways and Taxilanes.

The existing taxiway system at the Lago Vista – Rusty Allen Airport includes 2 partial parallel taxiways, either side of the runway along with other hangar access taxiways which feed into the parallel taxiways. Most of the taxiways are asphaltic concrete pavement and have been recently rehabilitated with a surface treatment and restriped. In 2016, a project was completed to reconstruct the south end of the west parallel taxiway. This pavement was reconstructed with Portland cement concrete.

*Figure 5 - West Side Taxiway connecting hangars to the west side parallel taxiway*

*Figure 6 - West Side Parallel Taxiway (looking south)*

The Taxiway Design Group (TDG) for all Taxiways at the airport is 1A, this is evident based the existing aircraft using the airport and the existing taxiway dimensions. TDGs are classified from 1A to TDG 7 and are based on the main gear width and cockpit to main gear dimension. The TDG only affects taxiway design including width and taxiway intersections. Airplane Design Group (ADG) is used to determine Taxiway Safety Areas and Taxiway Object Free Areas. See below for the standard Taxiway dimensions for the Lago Vista – Rusty Allen Airport, with a TDG of 1A and and ADG of I.

*Table 2 - Taxiway Standard Dimensions (ADG I, TDG 1A)*

| Taxiway Feature | Standard Value (ft) |
|---|---|
| Taxiway/Taxilane Width | 25 ft |
| Taxiway/Taxilane Safety Area Width | 89 ft |
| Taxiway Centerline to Parallel Taxiway/Taxilane Centerline | 70 ft |
| Taxiway Centerline to Parallel Taxiway/Taxilane Centerline | 70 ft |
| Taxiway Centerline to Parallel Taxiway/Taxilane Centerline | 70 ft |
| Taxiway Centerline to Fixed or Movable Object | 44.5 ft |
| Taxilane Centerline to Parallel Taxilane Centerline | 64 ft |
| Taxilane Centerline to Fixed or Movable Object | 39.5 ft |
| Taxiway Wingtip Clearance | 20 ft |
| Taxilane Wingtip Clearance | 15 ft |
| Taxiway Shoulder Width | 10 ft |

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## Aprons and Aircraft Parking.

There are currently 11 aircraft tie-downs on the City owned tie-down apron. There is one vehicle parking lot, but access is limited as it is accessed through setbacks on private property or by driving on the west side parallel taxiway. Most of the tie-downs are currently occupied long term, which makes it very difficult to accommodate itinerant traffic, those that may use the airport, but not based at the airport. Itinerant traffic is beneficial as it can allow people to visit the airport and the City, spending money in fuel, food, lodging, and shopping, boosting the local economy. Without space for itinerant traffic, the City may be missing out on opportunities to benefit the community.

*Figure 7 - Tie-Down Apron*

## Airfield Lighting.

Airfield edge lighting systems are categorized as low, medium, or high intensity. The color of the lights is also important as it indicates to pilots where they are in the airport environment. For example, runway edge lights are white and taxiway edge lights are blue. RYW has a medium intensity runway edge lighting system, which is pilot controlled by keying the microphone inside of the aircraft. The taxiways, apron, and taxilanes are not lit.

*Figure 8 - Existing Runway Edge Light*

## Airport Navigational Aids.

Airport Navigational Aids, or NAVAIDS, provide navigational assistance to aircraft for approaches to an airport. NAVAIDS are classified as visual approach aids or instrument approach aids; the former providing a visual navigational tool and the latter being an instrument-based navigational tool. The types of approaches available at an airport are based on the NAVAIDS provided. The following sections describe existing NAVAIDS at the Airport.

### Visual Approach Aids.

The Airport has two forms of visual approach aids. A two-box Precision Approach Path Indicator (PAPI) is located at each runway end and an Airport Beacon located on the west side of the runway at the northwest corner of the tie-down apron. PAPIs give glide slope information to pilots on final approach by displaying sequences of different colored lights to maintain a safe glide slope for landing.

*Figure 9 - Runway 33 PAPIs*

*Figure 10 - Airport Rotating Beacon*

**Instrument Approach Aids.** The airfield does not currently have instrument approach aids, but Runway 15 does has an instrument approach procedure, which can be used when the visibility and cloud ceiling are below minimums for Visual Flight Rules (VFR) conditions. **Table 1A** details the approaches available at the Airport.

Table 3. Instrument Approach Procedures

| **Approach Name** | **Runway End Serviced** | **Approach Minimums** | |
|---|---|---|---|
| | | Ceiling (feet) | Visibility (statute miles) |
| RNAV LP MDA | 15 | 1600 | 1 |
| RNAV LNAV MDA | 15 | 1620 | 1 |
| RNAV Circling | 15 | 1700 | 1 |

Other NAVAIDS. The airport also has Automated Weather Observation System (AWOS III) providing real-time weather information, located east of the runway.

*Figure 11 - Lago Vista AWOS III located east of the runway.*

## LANDSIDE FACILITIES

### Hangars and Other Buildings.

There are no on-airport, City owned hangars. All based aircraft users with hangars are through the fence operators, private property owners with hangars and access to the airfield. The city has a master access agreement with the Property Owners Association for access to the airport. The City and other stakeholders have expressed the need for City owned hangars, a terminal building, and better restrooms. The existing public restroom is a portable style restroom.

*Figure 12 - Existing Public Restroom*

Adjacent to the fueling station, the city does have a covered picnic area with a bulletin board. The parking area

### Aviation Services.

A fixed based operator (FBO) is an individual or a business that offers aviation-related services such as flight instruction, aircraft rental, aircraft maintenance, hangar/tiedown storage, and aircraft fueling to Airport users. Currently there is one FBO on the airfield providing fuel service, AvGAS only, but it is self-serve and does not provide on-airport staff or any other service. The fuel provider currently pays the City $1 per year to provide this service. There are no other on airport FBOs, however, through existing through the fence agreements there are some services offered by property owners including flight training, aircraft repair, and maintenance.

*Figure 13 - Existing Self Serve Fueling Station (AvGAS only)*

## Airport Access and Vehicle Parking.

There is one official public entrance and one unpaved access through a vacant lot. There is one lot available for vehicle parking, but it is not near the entrance, it is off of the Taxiway and there is no roadside access or signage to the parking lot. Other than this, there are no designated parking areas on the airfield. Part of the development plan will includes possible areas for a defined airport entrance with vehicle parking.

*Figure 14 - Existing Vehicle Parking Lot Aerial View*

*Figure 15 - Existing Vehicle Parking Lot Elevation View*

Adjacent to the fueling station, the city also has a covered picnic area with a bulletin board.

*Figure 16 - Existing Public Picnic Area*

### Other.

The Balcones Canyonlands, conservation land and trail is north of the airport, with gated access to a fire access road to the airport.

## AIRPORT SUPPORT FACILITIES

### Emergency Services.

Lago Vista Police and Fire service from Travis County ESD #1 currently serve the airport area. The residents of the airport have voiced potential for a partnership with a local fire district to provide service at the airport, possibly developing some permanent use at the airport such as a post or training facility of some sort. The nearest public heliport for medical use is at the Cedar Park Regional Medical Office, approximately 15 miles east of Lago Vista.

The City should contact the local fire authority and see if a possible partnership for access through the Airport or the Airport environ would be needed or useful, and if it's feasible. Also will need to coordinate with the Balcones Canyonlands fire services staff.

### Airport Maintenance.

Airport maintenance is provided by the City and through use of TxDOT Aviation's Routine Airport Maintenance Program (RAMP), which reimburses the City 50% of maintenance costs up to $50,000. Airport maintenance activities eligible for RAMP would include herbicide, pavement maintenance, drainage, sweeping, lighting bulb replacements, NAVAID repair and maintenance, AWOS meaintenance, City owned hangar repairs and maintenance, airport entrance signs and landscaping, fencing, gates and openers, and small capital improvement projects (terminal buildings, utility projects, parking, airfield expansion, etc).

### Airport Fencing.

The Airport is currently not fenced. There is an entrance gate at the main entrance, but there is another unofficial entrance through a vacant lot. During the kickoff meeting, one of the users mentioned the need for better security as he had seen unauthorized use of airfield pavement by people with no aeronautical purpose. Airport security is an important feature for an airport. FAA standards for airport design intends to minimize mixed pavement used for aircraft and ground transportation. In general terms, aircraft and cars do not mix. Besides allowing direct access to and from hangars by those of aeronautical intent, airfield pavement should be used for landing, departing, and taxiing, only. Exceptions would include airfield inspections, construction and maintenance activities. Keeping a secure airport perimeter with vehicular gates reduces unauthorized use of airfield pavements. Keeping a secure airfield also prevents accidental entrances to the airfield, especially the Runway area, reducing risks of incursions. Airport security also protects the City and TxDOT/FAA's investment in NAVAID's, lighting, and other equipment. At minimum, the City should consider vehicular access gates to prevent unauthorized ground transportation from using airfield pavement, whether accidental or purposeful.

## Utilities.

Utilities and public services provided at the Airport include:

- Water – City of Lago Vista provides this service to the airport and its users.
- Sanitary Sewer: The City provides Sanitary Sewer as well.
- Electricity: Perdeneles Electric Cooperative offers electric service to the airport.

Overhead power lines provide much of the electrical power to structures on the airport, but electricity to airfield elements are through a buried circuit.

**Airport Signage.** Guidance signs to the Airport are located on FM 1431 at Bar K Ranch Road and at the intersection of Bar K and Timber Trail, and the welcome airport sign is a mounted F-4 Phantom, see figure below. The Airport could use a standard airport with arrow sign at the stop sign at Rawhide Trail and Bar K Ranch Rd. It is confusing when you are traveling north on Bar K, whether to turn right or stay on Bar K to get to the airport entrance.

*Figure 17 - F-4 Phantom Airport Sign*

## AIRSPACE

The FAA is responsible for the control and use of navigable airspace within the United States. Aircraft in flight, whether approaching or departing an airport, are subject to varying degrees of FAA control depending on location and meteorological conditions. These levels of control are called airspace classes. The alphabet characters A through G distinguish classes, with A being most restrictive and G being "uncontrolled" airspace. Each class has its own unique shape and rules that govern such things as visibility minimums and cloud clearances. Lago Vista – Rusty Allen Airport is shown on the San Antonio Sectional Chart and is in Class E airspace, with Class G below 700 feet above ground level at the airport location.

Traffic flows at the Airport are standard, left-hand patterns. Airport users report that the majority of aircraft land and takeoff from Runway 15.

## LAND USE PLANNING AND ZONING

The following land use and zoning discussion focuses on four areas:

- Airport Environs zoning and land use.
- Surrounding area zoning and land uses.
- Protection of airport airspace to prevent hazards and land uses that may interfere with the safety of aircraft operations.
- Ownership/control of Airport runway protection zones to enhance the safety of people and property on the ground.

### Existing Airport Environs Zoning and Land Use

The airport property itself is zoned C-4, Airport Commercial. According to the City documents, the purpose of this district is to include land within City limits to "be used for the commercial development of an airport, to include aircraft operating and refueling areas, hangars, and ramp space related to aviation" and for financial, administrative, and business services compatible with the airport. There are also properties adjacent to the airport with access to the airport zoned C4. Most of these lots are occupied by hangars or hangar homes. This zone includes required front setbacks for a majority of the lots, and a rear setback without a front setback for the remaining lots. If living area is included on the lot, the minimum required living area is 750 sf. There are four lots with access to the airport which are undeveloped and are zoned RR-A, Restricted Single Family with Aircraft, allowing for a hangar home with through the fence access. The required front and rear setbacks are 25 feet, which is to allow shared taxilane access to the parallel taxiway.

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## Surrounding Area Zoning and Land Use

The area surrounding the north 1/3rd of the runway and continuing off the north end of the airport is outside of city limits, in unincorporated Travis County. The arear surrounding the southern 2/3rds of the runway, outside the airport environ, lots are zoned R-1A and R-1B, single family residential, with minimum 1200 sf and 1500 sf living area, respectively.

The recently completed City 2030 Comprehensive Plan recommended rezoning much of the residential lots to the west and east of the runway as airport compatible industrial use. It recommended most of the area to the south of the airport to be converted to conservation/park land as the steep slopes make the area generally undevelopable.

The FAA does not have clear policy for land use compatibility zoning. The FAA recognizes that zoning is a local effort. California and Washington state have both developed and started using Airport Impact Zones for general aviation airports as a land use compatibility tool. Their approach would align with the approach in the Comprehensive Plan, to rezone the areas the sides of the runway to industrial. Much of the available guidance for land use addresses noise compatibility. Noise modeling was not part of the scope of this project, but it is not needed. With the recommended rezoning of the sides of the runway and the airport being at the top of a hill with significant downhill slopes past the end of the north and south Runway, this is a sensible approach to airport compatible land use.

Exhibit 2, on the next page shows the existing zoning and recommended changes based on the 2030 Comprehensive Plan and the development plan.

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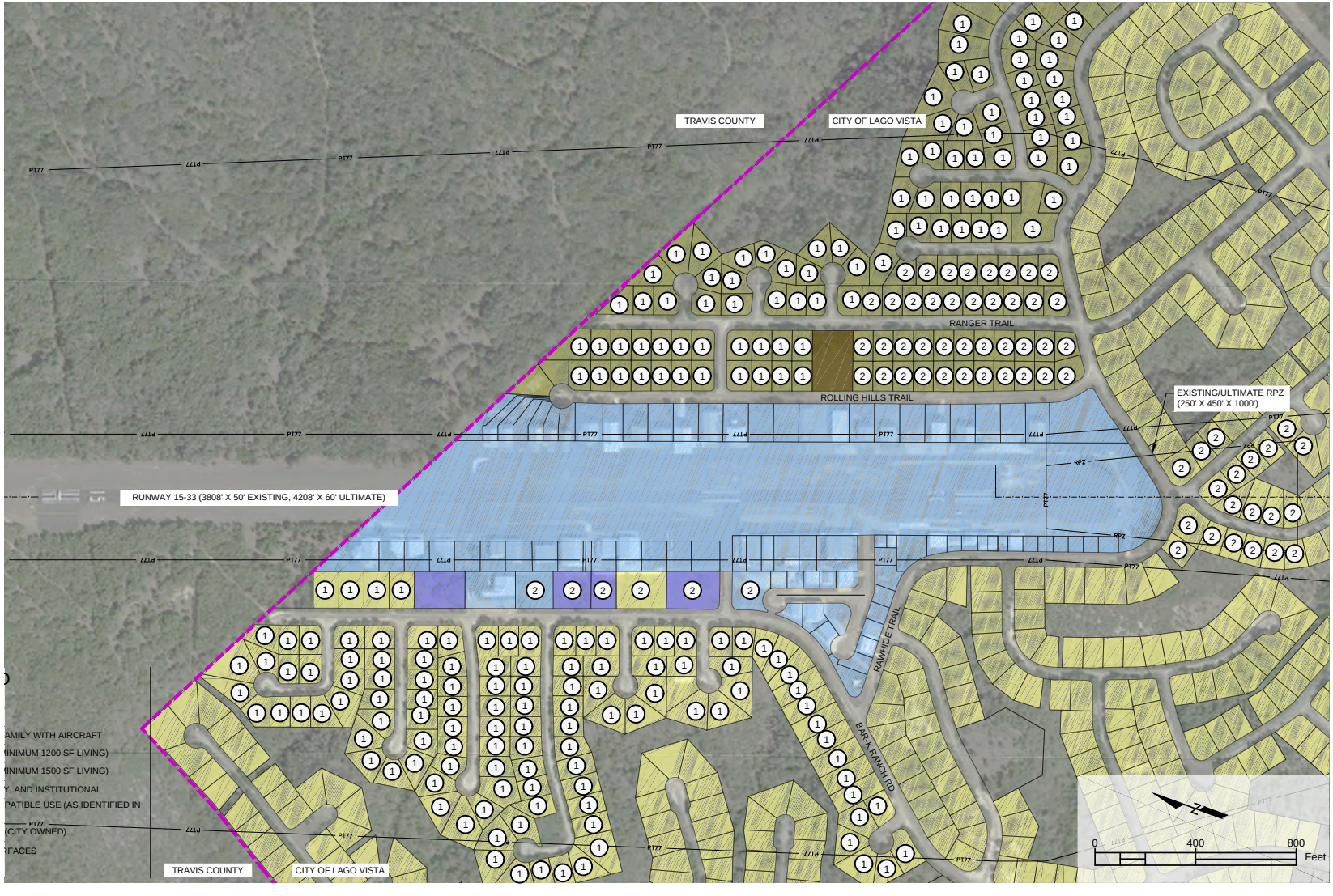


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## Protection of Airport Airspace

The airport being on top of a hill helps minimize encroachments into the airport airspace. The FAA has several different types of imaginary surface, but in planning efforts Part 77 Imaginary Surfaces are the standard airspace used for analysis and planning land uses. See figure below for a visual of these surfaces.

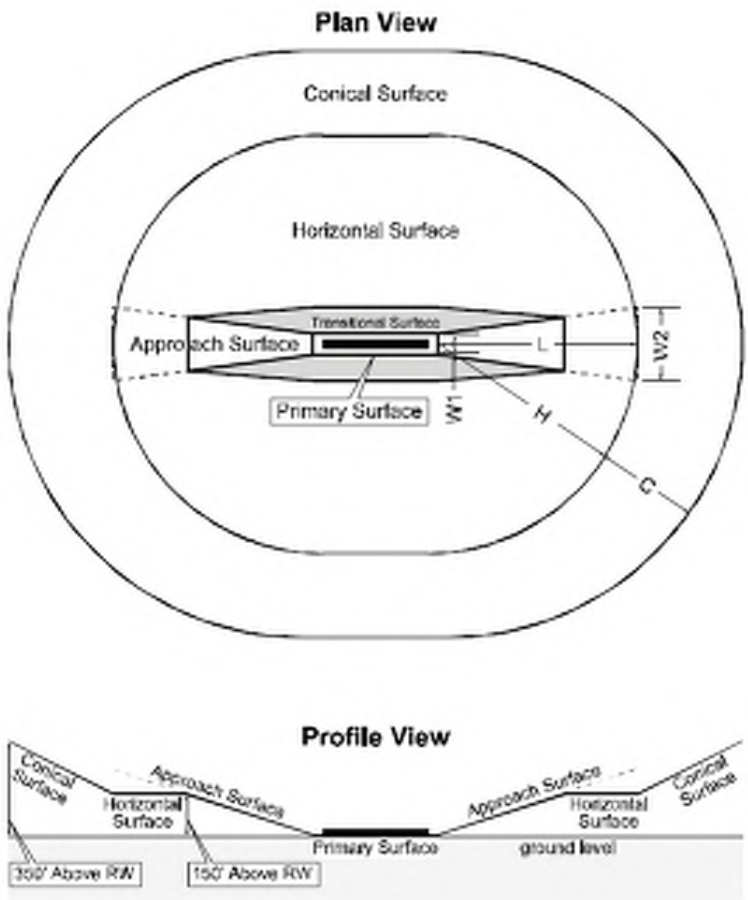


*Figure 18 - Part 77 Airspace Imaginary Surfaces (from TxDOT Aviation's Airport Compatibility Guidelines, 2003)*

The dimensions for each of these imaginary surfaces vary dependent on airport features including if the airport is a utility runway (12,500 lbs and less) and if what type of approach procedure is available for the runway end. The airport currently has a GPS approach available for Runway 15, which is a non-precision instrument approach. The imaginary surface characteristics specific to Lago Vista – Rusty Allen Airport are summarized below:

- Primary Surface:
  - Lateral Geometry: 500 feet wide, centered on the runway, extending 200 feet past the runway end.
  - Vertical Geometry: Matches elevation of runway ends

- Approach Surface:
    - Lateral Geometry: Starts at the end of the primary surface, matching the width of the primary surface and extends 5,000 feet outward in line with runway centerline, extending to a width of 2,000 feet.
    - Vertical Geometry: Starting at the end of the primary surface, matching the associated runway end elevation, increasing in elevation at a slope of 1 vertical to 20 horizontal.
- Horizontal Surface
    - Lateral Geometry: Half circles with a radius of 5,000 feet centered on the ends of the primary surface opening towards the runway and connected with lines.
    - Vertical Geometry: A horizontal plane 150 feet above the higher of the 2 runway ends, (also known as the airport elevation)
- Transitional Surface
    - Lateral Geometry: Limits of this surface are determined by the vertical geometry. The surface starts at the sides of the primary and approach surfaces and extends perpendicular to and away from the runway centerline to where the slope intersects the horizontal surface.
    - Vertical Geomety: Elevation increases at a slope of 1 vertical to 7 horizontal.
- Conical surface
    - Lateral Geometry: The surface is the space between the horizontal surface and an outward 4,000 feet offset of the horizontal surface
    - Vertical Geometry: The surface elevation increases perpendicular to the horizontal surface at a slope of 1 vertical to 20 horizontal with the outer edge being 200 feet above the horizontal surface.

Part 77 surfaces are used to identify obstructions. Best practices are for Part 77 surfaces to be clear of obstructions, but according to FAA AC 150/5300-13, *Airport Design*, section 306, "the airport operator [City of Lago Vista] is not required to prevent or clear the penetratiions to the Part 77, Subpart C, imaginary surfaces when the FAA determines these penetrations are not hazards."

FAA determines if an obstruction to the part 77 surfaces is a hazard. FAA focuses more aggressively on obstructions to the approach surfaces. While obstructions to primary and transitional surfaces are not desirable, they tend to not be as much of a concern to FAA. If there are obstructions in the primary or transition surface that are identified as hazards by FAA, many times they may be mitigated with obstruction lighting.

TxDOT Aviation Division has a template for an Airport Hazard Zoning Ordinance. This is meant to be an overlay of current zoning. This template has been provided in Appendix 2. The city should consider pursuing this overlay zoning as it is considering the rezoning of the area already. If the City wishes to implement zoning into Travis County for the north portion of the airport, it may need to initiate a Joint Airport Zoning Board. This type of zoning overlay would allow the City to prevent construction that would create obstructions.

The FAA typically is more concerned with obstructions to approach surfaces and obstructions to close to the runway ends, the most critical area for airspace safety. With the topography of the airport, it is unlikely that construction would create obstructions in the approach surfaces. The existing primary and

transitional surfaces contain obstructions including existing hangars and likely trees at the north end. FAA makes the determinations if obstructions are considered hazards, it was not the intent to seek that determination. However, any new construction within the airport environ, including private, TxDOT, or City construction should abide by the Code of Federal Regulations (CFR) Part 77, and file a Notice of Proposed Construction or Alteration, Form 7460, if required. The form has been included in Appendix 2. The instances which require a Notice to be filed for determination are below (directly from 7460 form).

*"77.9 Construction or alteration requiring notice.*

*If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:*

1. *Any construction or alteration that is more than 200 ft. AGL at its site.*
2. *Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:*
    a. *100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.*
    b. *50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.*
    c. *25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.*
3. *Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.*
4. *Any construction or alteration on any of the following airports and heliports:*
    a. *A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;*
    b. *A military airport under construction, or an airport under construction that will be available for public use;*
    c. *An airport operated by a Federal agency or the DOD.*
    d. *An airport or heliport with at least one FAA-approved instrument approach procedure.*
5. *You do not need to file notice for construction*
6. *or alteration of:*
    a. *Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;*
    b. *Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAAapproved siting criteria or an appropriate military*

*service siting criteria on military airports, the location and height of which are fixed by its functional purpose;*

c. *Any construction or alteration for which notice is required by any other FAA regulation.*
d. *Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure"*

Exhibit 4 Lago Vista Airspace, on the next page, shows elevation contours for the part 77 surfaces at the airport along with colored shading showing the airspace height above the existing ground.

## Ownership/Control of Runway Protection Zones

The Runway Protection Zones, RPZ, are to enhance protection of the public on the ground. It is a trapezoid shape off the end of the runway. The RPZ does not have a vertical component and merely defines an area for land use purposes. FAA's guidance is for the Airport to have control of the land in the RPZ, preferable achieved through owning the property, but where ownership is not possible, acquiring an easement. The following are acceptable uses for RPZ areas, according to FAA Advisory Circular 150/5300-13A:

- Farming
- Irrigation Channels with meet FAA/USDA Manual and FAA AC 150/5200-33
- Airport service roads, as long as they are not public road and directly controlled by the airport
- Underground facilities as long as they meet other design criteria (RSA, etc.)
- NAVAIDs and airport facilities considered to be fixed by fundtion

It was discussed in the APAC meetings and is shown on the Proposed Property Plan, Exhibit 1 for the City to pursue ownership of the RPZ for both runway ends.

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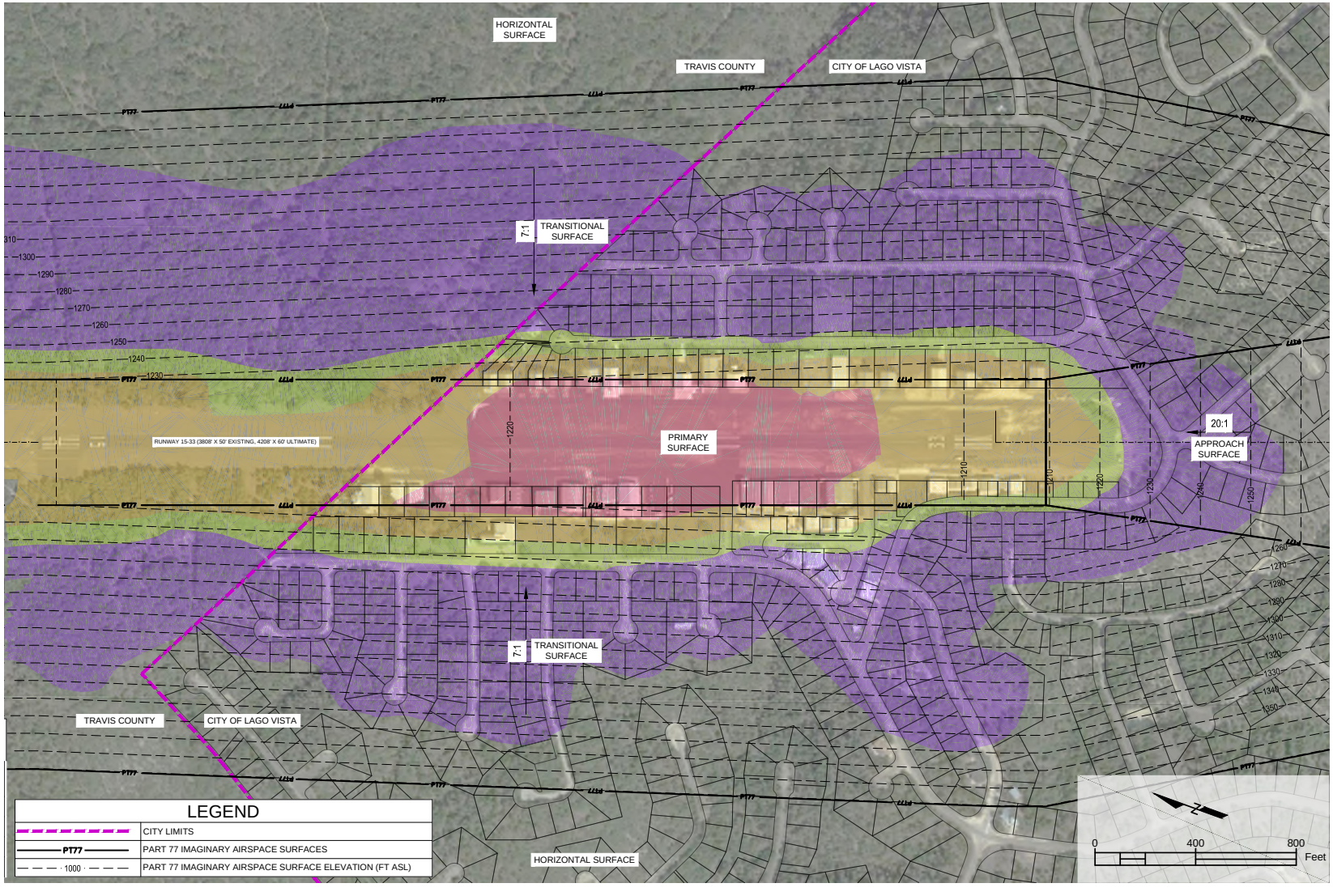


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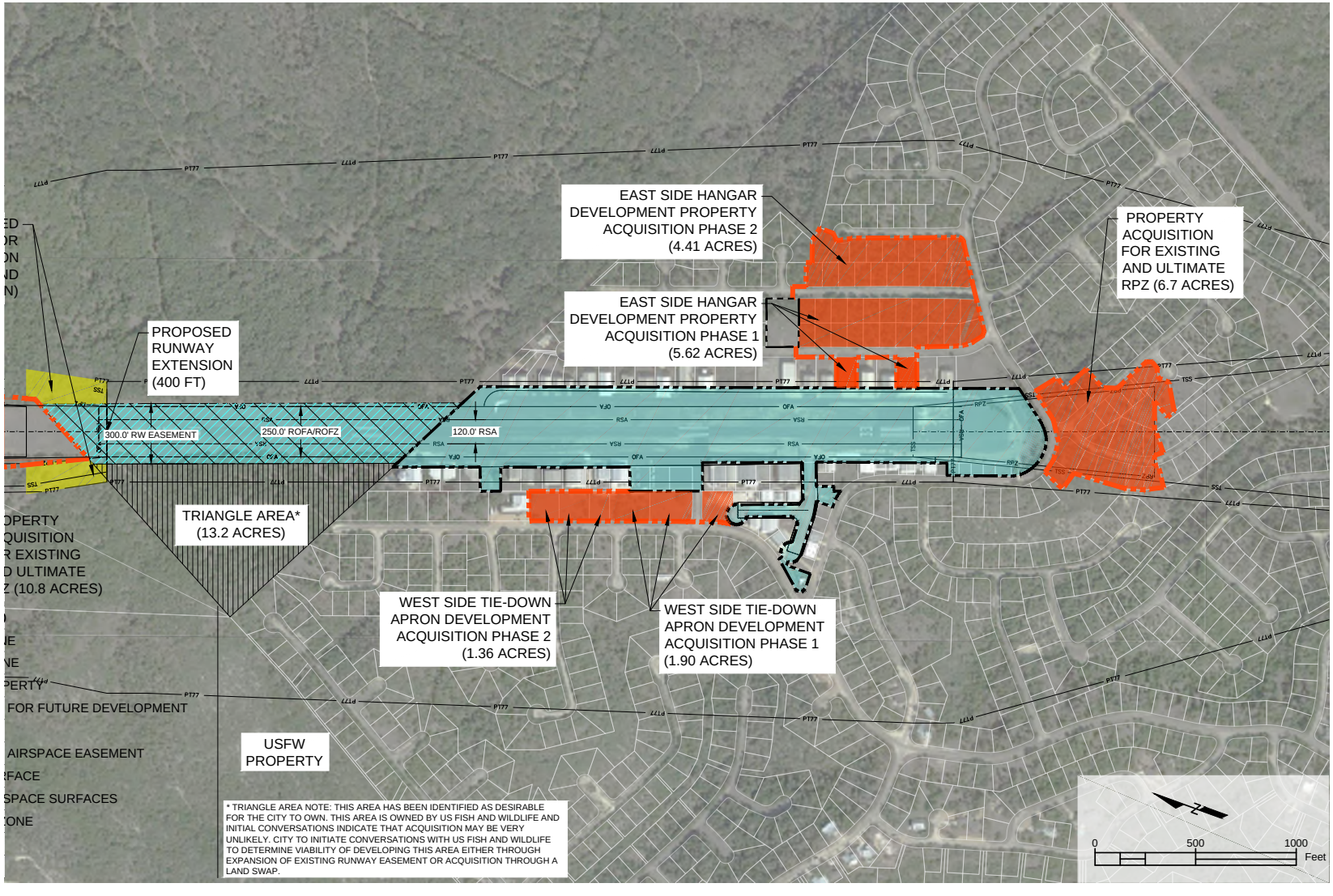


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## MINIMUM STANDARDS

The City currently has minimum standards in place for the airport. The minimum standards have been included in Appendix 4, Reference documents. A template example from TxDOT Aviation is also available in Appendix 3. The following are recommendations to the minimum standards document after thorough review:

- Consider changing names to "Airport Rules and Regulations". Minimum Standards are typically used for Fixed Base Operators (FBOs)
- Consider drafting Minimum Standards for future FBOs using TxDOT's template as a guide. This could also be used for TTF FBOs. See section 1.5 for a Through the Fence review and recommendations.
- Include insurance requirements
- Sec 4.906 Taxiways.
    - Clarify "On airport" taxiway extension vs. TTF taxiway access (require POA membership/dues).
- Sec 4.914(c) (5), Vehicle Requirements for Crossing Primary Landing Area.
    - Instruct vehicles to stop at the hold line (instead of "stop well clear of the runway")
- Sec 4.918 Fueling of Aircraft
    - Consider modifying section to align with changes to fuel arrangement

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## 1.3 AIRPORT MANAGEMENT

### AIRPORT ORGANIZATION

The City of Lago Vista owns and manages the Lago Vista – Rusty Allen Airport. There is not a dedicated airport manager, the City assigns the role of Airport manager to the Director of Development Services. By City code, the City Manager assigns the role of Airport Manager to a department director. There is an on-site Airport Supervisor providing maintenance and management services, but of a very limited scope, and at minimal cost. The City also has an Airport Advisory Board, which meets bi-monthly, and makes recommendations to the City Council. There is a City Council Liaison assigned to the Airport Advisory Board to allow collaboration and alignment of initiatives. The Rusty Allen Airport Property Owners Association (RAAPOA) has been and continues to be helpful in teaming with the City to address airport issues and move the Airport forward. Chapter 4 and 9 of the City Code have been reviewed and the Roles and responsibilities for each of these are summarized below. See Figure 1, below, for an airport organizational chart.

#### City of Lago Vista City Council

The City Council has ultimate authority for decisions made concerning the airport. This includes, but isn't limited to, approval of the airport budget, airport contracts and agreements, development plans, development projects, receiving grant funds, airport advisory board appointees, and personnel as may be authorized in the annual budget.

#### Director of Aviation

The City Manager is responsible for appointing the Director of Aviation. Currently, the Director of Development Services is the Designated Airport Director. This is the point of Contact for the airport for the public and for TxDOT in coordination of programming, grants, planning, and engineering. The other responsibilities include management of any airport development, maintenance of the City's facilities, operational continuity of the airport, enforcement of airport rules, suspension or restriction of airport use when necessary, issue Notices to Airmen (NOTAMs) for the airport, act as liaison to the Airport Advisory Board, City manager, and City Council, and supervise and negotiate terms and recommend approval of contracts and regulations for use of Airport property.

The airport also has a "Superintendent", a caretaker who receives minimal funds to be an on-airport resource.

#### Airport Advisory Board

The Airport Advisory Board is a volunteer board consisting of five members and two alternates. The board's responsibilities are to advise the city council in identifying short and long term needs and their impact on airport development, recommend achievable goals as a basis for long range planning and development programs, and to recommend plans, programs, policies and priorities to help the airport achieve said goals.

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## Rusty Allen Airport Property Owners Association (RAAPOA)

Historically, the RAAPOA has been actively involved in the management and operation of the airport. Many of its members are on the Airport Advisory Boards and attend the bi-monthly meetings. The official roles of the RAAPOA are to collect the access fee from its members and pay the fee to the City. It is also responsible for collection of tie-down fees. In the event that there are maintenance or repair costs for which the city isn't able to obtain other funding sources, the RAAPOA may also fund at 50% up to an amount of $2,000 for such repairs. The RAAPOA may also participate financially in capital improvements not funded by a state or federal grant, limited to 5% of the total project cost, unless both the City and RAAPOA agree to other arrangments. As allowed by city code, the RAAPOA may also recommend 3 members and 1 alternate to the Airport Advisory Board. This information was obtained from Chapter 9 of the City Code and the *Funding Commitment and Access Fee Agreement for the Rusty Allen Airport Between the City of Lago Vista, Tx and Rusty Allen Airport Property Owners Association, Inc* effective July 1st, 2009.

## AIRPORT ORGANIZATIONAL CHART

The airport management and organization was discussed at the second APAC meeting. It was decided that the following would represent the airports organization. Everyone agreed the primary point of contact for the airport, currently, is the Director of Development Services, David Harrell.

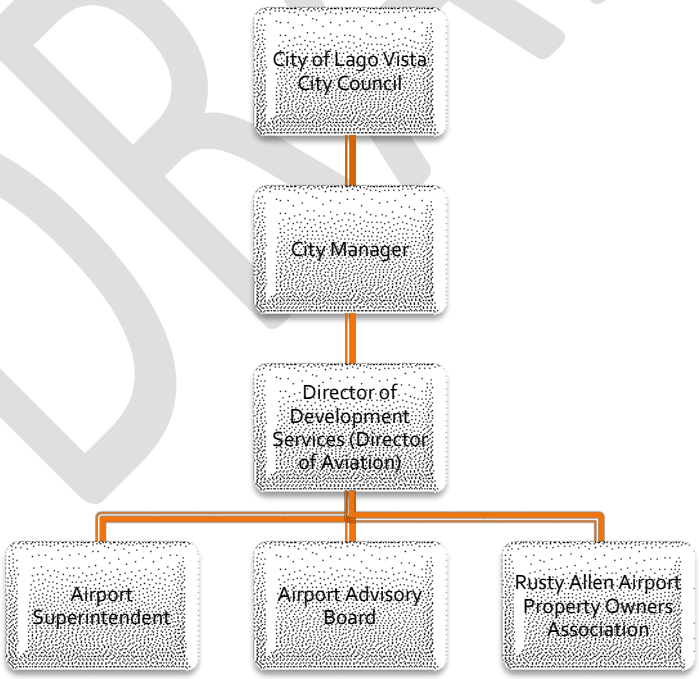


*Figure 19 - Airport Organizational Chart*

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## AIRPORT FINANCIALS

Airport financial records for the past 15 years from the City and TxDOT were reviewed to develop an overall financial picture for the Airport to develop an average annual operating and capital improvement expenses as well as revenue. Some reasonable assumptions as the data provided did not completely account for all funds spent. The following subsections provide a brief summary of historical financial information for the Airport.

### Historical Cash flow

The financial data was consolidated to simply show airport expenses and revenue, shown in a cash flow diagram, below.

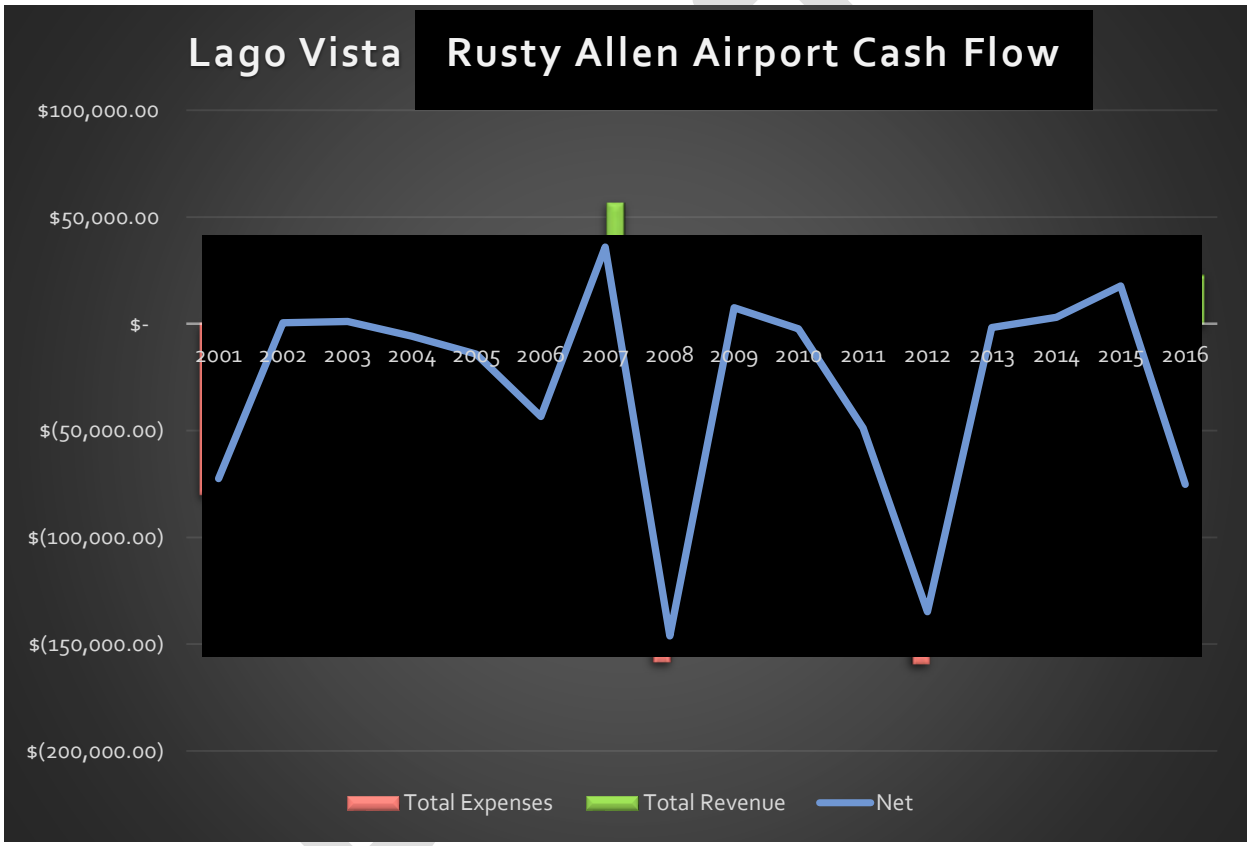


*Figure 20 - Airport Cash Flow. Note that expenses include Capital Improvements as well as operational costs.*

## Capital Improvement History

The City and TxDOT financial data was compiled and analyzed to determine how much the airport has spent on capital improvements. The following tables show the capital improvements by the City alone and by TxDOT with matching funds from the City. Routine Airport Maintenance Program (RAMP) projects were not included in the Capital Improvements as they are accounted for in the operational expenses..

*Table 4 - TxDOT Capital Improvements*

| TxDOT Aviation Grant Projects Since 2001 | | | | | |
|---|---|---|---|---|---|
| **FY** | Total Project Cost | City of Lago Vista | State | Federal | Project Type |
| **2001** | $750,810 | $75,081 | $675,729 | $0 | Construction Pavement |
| **2005** | $83,740 | $20,935 | $0 | $62,805 | AWOS |
| **2006** | $89,467 | $8,947 | $80,520 | $0 | Design |
| **2008** | $1,178,303 | $117,830 | $0 | $1,060,473 | Construction Pavement |
| **2011** | $415,172 | $41,517 | $373,655 | $0 | Property Acquisition |
| **2012** | $87,353 | $0 | $4,368 | $82,985 | TxDOT Obstruction Survey |
| **2013** | $72,403 | $7,240 | $65,163 | $0 | Design |
| **2016** | $624,160 | $62,419 | $561,741 | $0 | Construction Pavement |
| **2016** | $86,306 | $8,631 | $0 | $77,675 | Planning |
| **Total** | **$3,387,714** | **$342,600** | **$1,761,176** | **$1,283,938** | |

*Table 5 - City of Lago Vista Capital Improvements*

| City of Lago Vista Capital Improvements Since 2001 | | |
|---|---|---|
| **FY** | Cost to City | Project |
| **2006** | $8,809 | F-4 Project |
| **2007** | $1,152 | F-4 Project |
| **2008** | $127 | F-4 Project |
| **2010** | $4,640 | Airport Water Pressure Plane V Design (Cancelled) |
| **2011** | $12,511 | Airport Water Line Construction |
| **2012** | $138,751 | Airport Water Line Construction |
| **Total** | **$165,990** | |

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## Airport Operating Revenues and Expenses Summary

The airport revenues and expenses are summarized below. As indicated by the Airport Net Cash Flow, the airport has historically operated at a net cost to the city of approximately $23,000 per year.

*Table 6 - Airport Revenues and Expenses Summary*

| | Historical Annual Average (2001-2016) | 2016 Budget |
|---|---|---|
| **Revenue** | | |
| RAAPOA Access and Maintenance Agreement (Through the Fence) | $17,360.69 | $20,000.00 |
| TxDOT RAMP Grant | $882.69 | $3,500.00 |
| Others | $2,272.10 | $0.00 |
| **Total Revenue** | **$20,515.48** | **$23,500.00** |
| **Operational Expenses** | | |
| Personnel | $1,607.56 | $1,891.00 |
| Operations, Maintenance, and Repairs (Includes RAMP costs) | $9,103.70 | $5,539.00 |
| Electricity | $3,195.64 | $3,804.00 |
| **Total Operational Expenses** | **$13,906.90** | **$11,234.00** |
| **Capital Improvement Costs** | | |
| TxDOT Capital Improvements | $19,083.90 | TBD |
| Non-TxDOT, City Only Capital Improvements | $10,374.39 | TBD |
| **Total Capital Improvement Costs** | **$29,458.28** | |
| **Airport Net Cash Flow** | -**$22,849.70** ( Net Annual Cost) | +**$12,266.00** |

Source: City of Lago Vista and TxDOT Aviation

## Rates and Charges

The airport currently collects fees from 3 sources:

- Fuel lease: $1 annually
- Tie-downs: $5 per day, reduced for monthly
- RAAPOA Access and Maintenance Agreement: $20,000 annually, approximately $270 per property owner.

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## Financial Impact Summary

General Aviation airports are an economic engine and allows for alternate access to local communities for business, recreation, emergency services, and more. While the majority of a community may not use or see it's General Aviation airports, the airport allows for significant economic impacts to the community, region, and beyond. In Texas alone, there are over 300 general aviation airports serving communities of all sizes. In 2010, TxDOT Aviation initiated a study conducted by the Center for Economic Development and Research at the University of North Texas in Denton, TX. The study determined the economic impact of general aviation throughout the state and for individual airports, including Lago Vista – Rusty Allen Airport. The results are shown below:

*Table 7 - General Aviation and Lago Vista Economic Impact*

| | State of Texas | Lago Vista – Rusty Allen Airport |
|---|---|---|
| Economic Output | $14,482,332,000 | $3,006,284 |
| Labor Income | $3,127,309,000 | $1,051,424 |
| Employment | 56,635 | 17.3 |

## Financial Summary

The airport currently operates at a net cost to the City of Lago Vista. Its expenses, including operational, maintenance, and capital improvements are greater than the revenue the City receives from the airport. This is very common for general aviation airports, but some airports are able to become self-sustaining, including Burnet Municipal Airport and Taylor Municipal Airport, according to conversations with the airport managers. However, considering the economic impact of the airport, it truly is an asset to the community. Not only does the airport provide an economic benefit to the community, but it is vital for air ambulance services to have access to and from the community. Having that access helps provide doctors those crucial minutes they need to offer optimum care in emergency situations.

It has been stated by several stakeholders that the City needs to generate more revenue to sustain the airport as the City's funds are stretched. When the City accepts grant funding from TxDOT Aviation, it also signs and agrees to Grant Assurances. Grant Assurances 24 and 25 state that the City needs to strive to become as self-sustaining as possible through revenues generated at the airport and that airport revenues must stay on the airport, they cannot be used to fund other City expenses. The airport is not meant to become a profit generating enterprise, but it should try to generate enough revenue to cover all expenses, including capital improvements. Meaning that, when possible, the airport should try to operate at a net surplus to save and plan for future Capital Improvements including major repairs, reconstruction of pavements, airport expansion, property acquisition, etc. The ways to increase revenue, as discussed in the APAC meeting, were for the City to change the fuel arrangement and start receiving revenue, either through a city owned and managed fuel service or through an FBO coming in. In addition to fuel revenue, the City could receive additional revenue if it owned and leased hangars or more tie-downs.

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## 1.4 AVIATION DEMAND FORECASTS

There are two primary measures of aviation activity at a general aviation airport: based aircraft and aircraft operations. Each activity type is discussed below.

### BASED AIRCRAFT

Based aircraft are the number of aircraft that use a specific airport as a home base. The existing based aircraft for the airport are 86. Of the aircraft based at the Airport, they can be further broken down into the following categories:

*Table 8 Based Aircraft*

| Aircraft Category | Number Based at Lago Vista – Rusty Allen Airport |
|---|---|
| Single Engine | 81 |
| Jet | 2 |
| Multi-engine | 3 |
| Helicopter | 0 |
| Total | 86 |

### Current Aircraft Using the Airfield

A comprehensive list of the types of aircraft based at the airport was not developed for this project, but through conversations with airport users, a site visit, and GCR data. The following is a list of some of the aircraft currently using the airport.

- Citation CJ3 (2 based)
- Cessna 172
- Cessna 150
- Cessna 310
- Cirrus SR22
- Long EZ
- Bellanca Viking
- Beech B300, Super Kingair
- RV 8
- RV 9A
- Pilatus PC-12

The largest aircraft that regularly uses the airport is the Citation CJ3, with 2 being based at the airport with through the fence access.

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## AIRCRAFT OPERATIONS

Annual operations are the total number of aircraft takeoffs and landings occurring at the Airport in a year. A touch-and-go, which occurs during pilot training, counts as two operations. Touch-and-go operations are categorized as local, along with other operations that remain within 20 miles of the Airport. Operations not categorized as local are categorized as itinerant. Airport users conducted an operational survey several years ago, which estimated an average daily operations of 78. TxDOT's method for calculating operations for planning efforts is 300 operations per based aircraft. The existing Airport Master Record, 5010 form, apparently is an underreported number for both based aircraft and annual operations. We would recommend the City update the airport master record in parallel with this planning effort. Estimates from both sources are shown in the table below.

*Table 9. Airport Operations*

| | **Lago Vista Estimate, 2016 (300 operations per based aircraft)** | **Previous Traffic Count Estimate (78 operations/day)** |
|---|---|---|
| General Aviation | 25,800 | 28,470 |
| Military | 0 | |
| Total | 25,800 | |

A comparison of based aircraft and annual operations between several of Lago Vista's neighboring airports is shown in the figure below. As indicated by the bar graph, Lago Vista is a highly utilized airport in the region, moreso than Burnet, Llano, and Taylor. The current published information for Lago Vista – Rusty Allen airport is underreported. When it comes to airport classification and prioritizing grant funds, the measure of based aircraft and operations is very important. Updating the master record to the actual values for based aircraft and operations may help the City's chances in securing grant funding from TxDOT.

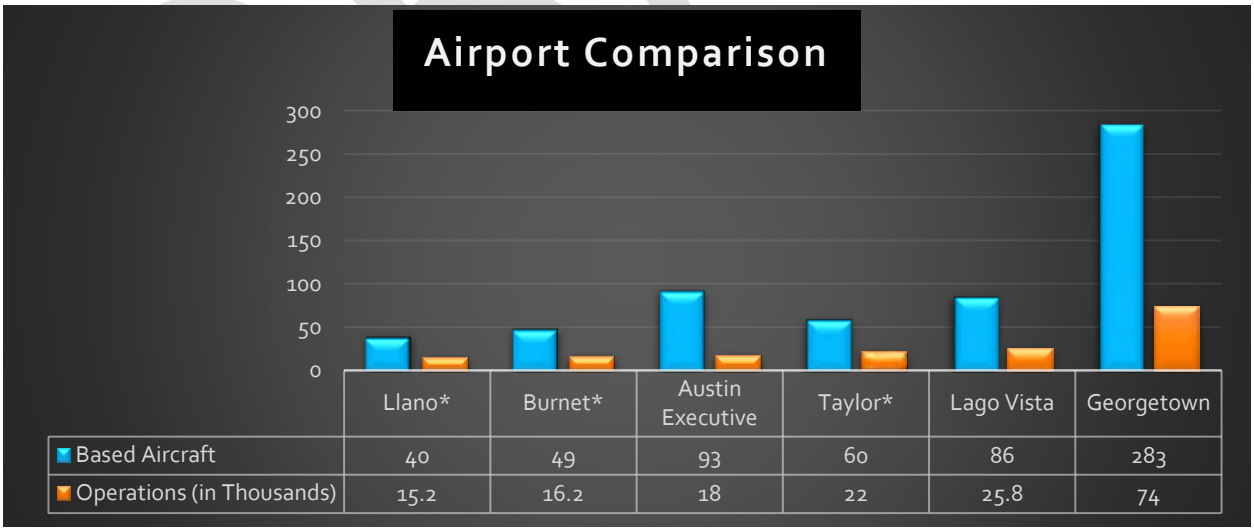


*Figure 21 - Airport Comparison with a sample of GA airports within 100 miles (*Values updated based on conversations with airport managers, does not match published value)*

## AIRPORT ACTIVITY FORECASTS

Aviation activity forecasts are an essential piece of the airport planning process. These projections are typically unconstrained, assuming unlimited developable land. While that assumption is not necessarily realistic for Lago Vista due to its limited developable land, the forecasts will use some traditional forecasting methods while considering the constraints at the airport. The projections will extend out to 10 years and 20 years and will help guage the development needs for the airport to accommodate the growth. It is an approximation as it is impossible to predict accurately future activity. Economic changes as well as oil prices, especially here in Texas, can have effects on aviation activity. This section will look at national trends and predictions as well as the historical trends for Lago Vista and estimate future activity based on a collaboration of the data.

### National Trends

The FAA's 2016-2036 Terminal Area Forecast is a document that looks at the aviation industry and provides forecasting rates for several types of aviation activity including commercial airport data such as enplanements and commercial revenue per mile. The statistics for general aviation trends are summarized in the charts below. The measures that seem most applicable to Lago Vista include general aviation hours flown, active pilots, and GA fuel consumption.

#### Total General Aviation Hours Flown

The forecasted growth for General Aviation hours flown from 2016 to 2036 is 1.2%.The national trends for general aviation activity indicates that the recession took a toll on general aviation activity. For example, the general aviation total hours flown decreased from 27.0 million hrs in 2001 to 22.8 million in 2013 and up to 23.3 million hours in 2016. The forecast shows a **growth of 1.2%** over the next 20 years.

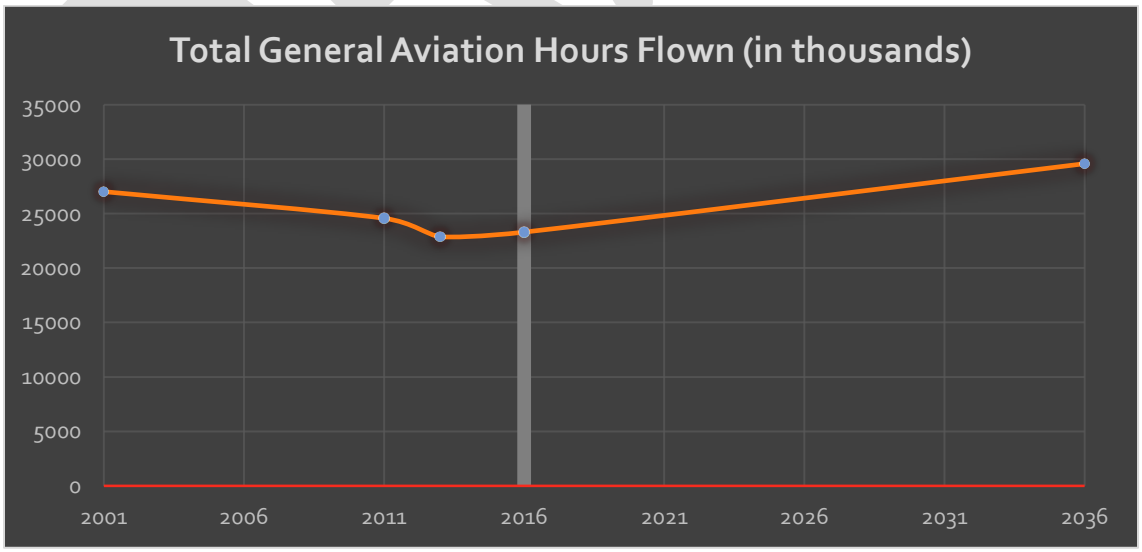


*Figure 22 - GA Hours Flown Trend from Terminal Area Forecast 2016-2036*

### Total General Aviation Active Pilot Licenses (Excludes Airline Transport)

As with hours flown, the number of active pilots experienced a decline during the recession. The prediction is that this decline will slow down to a **rate of -0.1%.**

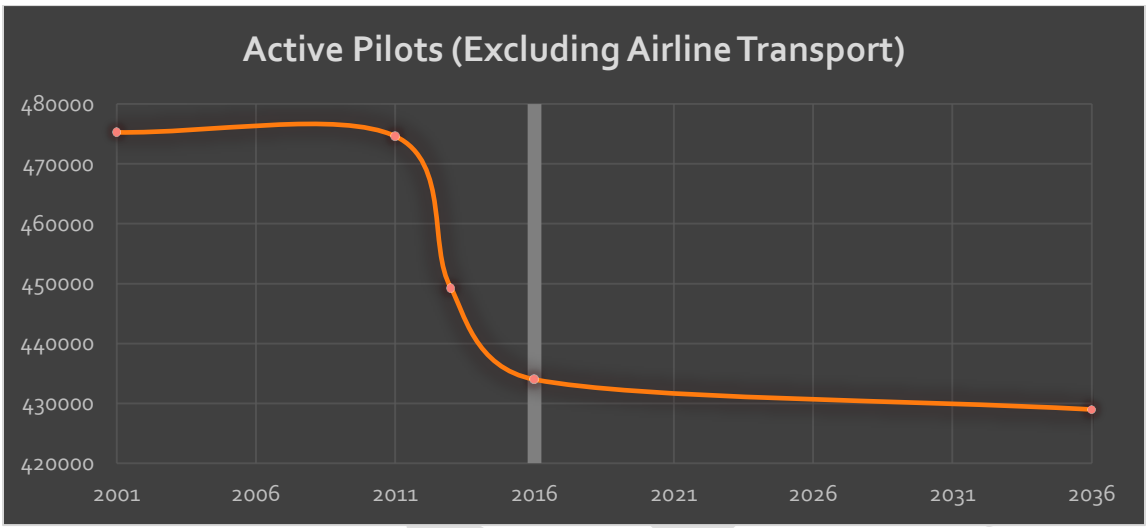


*Figure 23 - Active Pilots Trend*

### Total General Aviation Aircraft Fuel Consumption

For GA fuel consumption, AvGas and Jet fuel both saw a decline as well during the recession, but **AvGas consumption is expected to stay stagnant at 0.0%, while Jet fuel is estimated to increase at a rate of 2.1% from 2016 to 2036**.

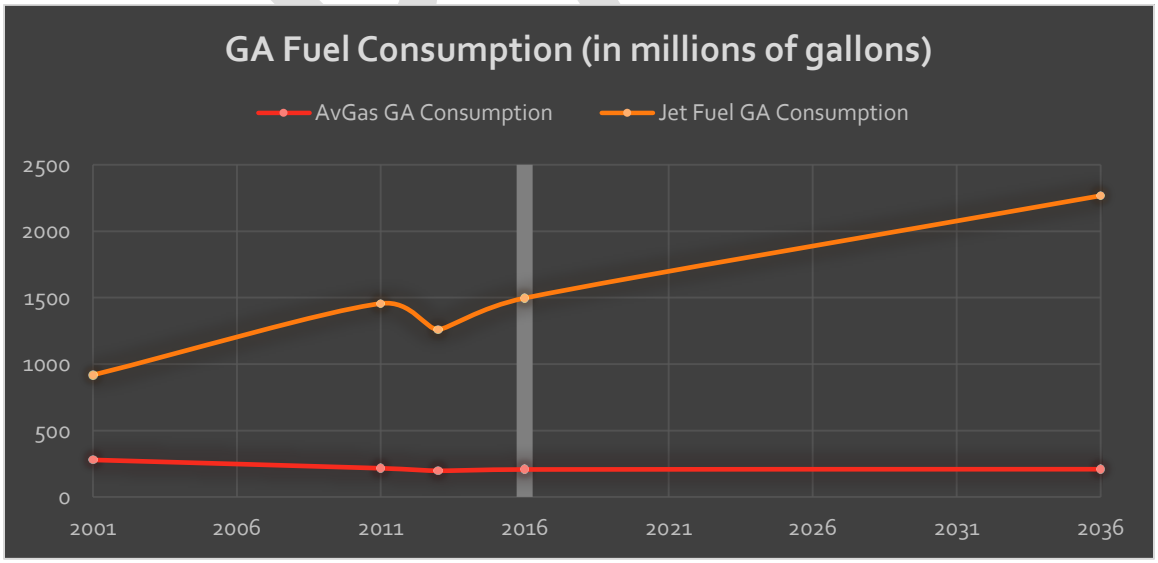


*Figure 24 - GA Fuel Consumption*

## Lago Vista-Rusty Allen Trends

### City Population Trend and Forecast

The 2030 Comprehensive Plan estimated that the City of Lago Vista is expected to grow from a population of 6,617 in 2016 to 22,000 in 2036, a growth rate of 6.2%.

### Airport Operational Trend

It was evident during the count of the existing based aircraft that the reported data is incorrect. Historical data for annual operations and based aircraft was not available. Historical aerial images were used to determine the increase in number of hangars that access the airport through private property and it was assumed that each hangar represented 1.3 based aircraft thinking that 1 out of every 2 hangar owners stored 2 aircraft with the exception of 2016 where the actual based aircraft is 86. Also, it is estimated based on the historical aerial images that there were 6 tiedowns up until 2002 when the tiedown ramp was expanded to 11 spots, so it is assumed that ¾ of the historical tiedowns were also based aircraft except for 2016, where we know that all of the existing tie-downs are long term occupants, based aircraft. The number of hangars increased from 1995 to 2016 from 16 to 49 and based aircraft increased from 27 to 86, a **growth rate of 6%**. See trend below.

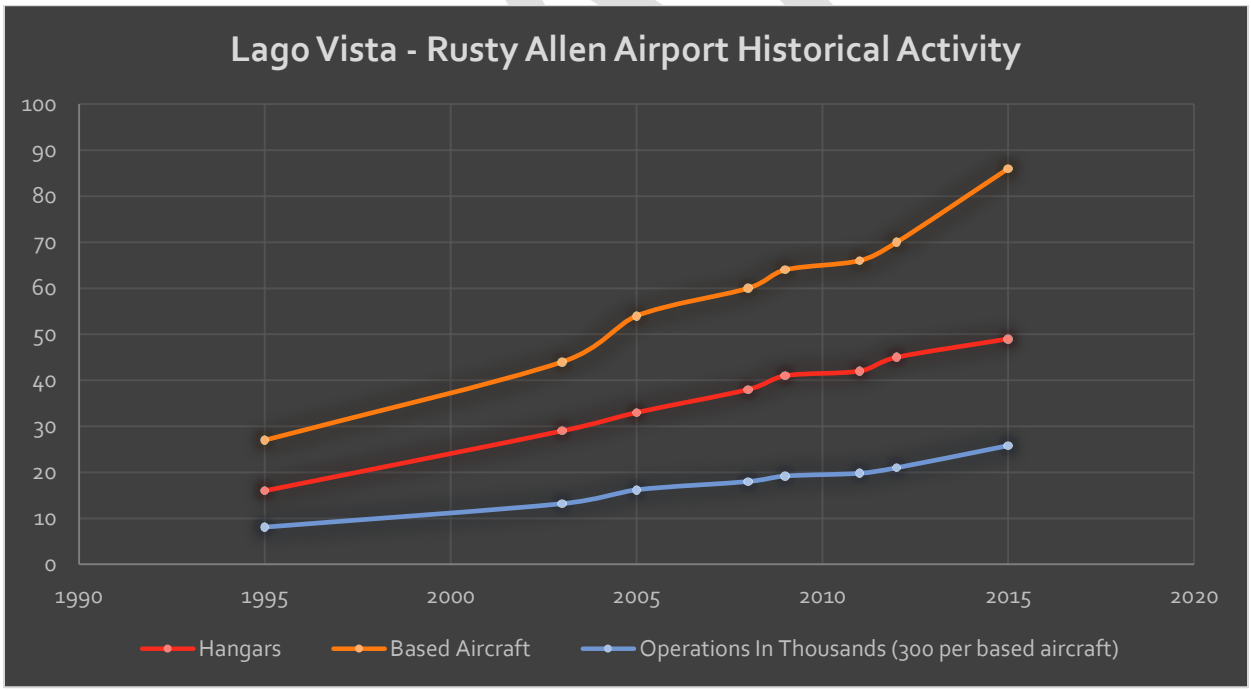


*Figure 25 - Lago Vista - Rusty Allen Airport Historical Based Aircaft, Hangars, and Operations*

## Recommended Activity Forecast

The historical trends for the Lago Vista – Rusty Allen Airport do not follow the trends shown in the National trends presented in FAA's Terminal Area Forecasts. The national forecasts for general aviation for the 3 measures shown above averages to a 0.4% increase, while the historical growth at the airport is closer to 6%. This growth will decrease due to development constraints. There is limited available property with access or potential access to the airport. If the City can acquire property and secure areas for development, it is expected that for the immediate future, a growth rate of 6% would continue perhaps at an even greater rate. The population in the greater Austin area continues to grow at historic rates. Almost every general aviation airport within this region has a long waitlist for hangars. However, with the development constraints of topography and limited City and TxDOT funding, the expected growth rate for the near term will likely decrease. A growth rate of 3% is recommended for based aircraft and operations. This is roughly an average of the historical rate at Lago Vista and the national trends. The forecasted airport activity is summarized below.

*Table 10- Recommended Forecasted Airport Fleet Mix, Based Aircraft, and Operations Using 3% Growth Rate*

| Year | Single Engine | Multi Engine | Jet | Total | Annual Operations |
|---|---|---|---|---|---|
| 2016 | 81 | 3 | 2 | 86 | 25,800 |
| 2026 | 109 | 4 | 3 | 116 | 34,800 |
| 2036 | 146 | 5 | 4 | 155 | 46,500 |

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## 1.5 COMPLIANCE REVIEW

The Lago Vista – Rusty Allen Airport is a federally-obligated airport, because it has received Federal Aviation Administration (FAA) funding. This has been through TxDOT Aviation Division through the Texas Aviation System Plan (TASP). As an obligated airport, the City is contractually bound to comply with FAA's Airport Sponsor Grant Assurances. These are part of the funding agreements signed for each grant the City receives from TxDOT Aviation Division. With few exceptions, these assurances are in place for 20 years from the funding agreement.

This section will address each of these grant assurances and this plan will take a proactive approach to achieving compliance and avoiding noncompliance.

Guidance for the preparation of this chapter comes from FAA's Airport Sponsor Grant Assurances (dated 03/2014) and FAA Order 5190.6B, *Airport Compliance Manual* (2009, September).

### AIRPORT SPONSOR GRANT ASSURANCES

There are thirty-nine grant assurances that are part of the agreement at the acceptance of a TxDOT Aviation Division grant. Below are brief summaries of each assurance and an examination of the current airport in regards to each assurance.

1. General Federal Requirements. The City will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds.
    - To the best of its ability, it appears the City has, and will continue to, comply with all applicable Federal guidance.

2. Responsibility and Authority of the Sponsor. Verifies the City has the legal authority to apply for, finance, and administer the TxDOT Aviation grant, which may include FAA funds.
    - The City, as acknowledged by the State of Texas, is the local discretionary authority for the Airport.

3. Sponsor Fund Availability. The City must have sufficient funds for their match portion of the AIP grant.
    - As part of the forthcoming Capital Improvement Plan, the City will identify funding sources for the local match prior to applying for federal assistance.

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4. Good Title. According to Order 5190.6B, the City is required "to assure that good title exists or that the sponsor will acquire good title for any property where federal funds will be sued. For airport development programs, the sponsor must assure that the sponsor, another public agency, or the federal government holds good title to the airfield or airport site."
    - The city currently owns a limited amount of property at the airport, including a Tie-down apron, all taxiways, and most of the runway. The north 1/3rd of the runway is owned by the United States of America, controlled by the US Fish and Wildlife as the Balcones Canyonlands. The City has an easement through this property "for constructing, operating, and maintaining an airport runway." This easement is centered on and in-line with the runway, 300 feet wide, extending from the northernmost City owned airport property line to the boundary between the Fish and Wildlife Property and the neighbor's property to the north. While it would be ideal for the City to own this portion of property, this existing arrangement does meet the intent of the grant assurance. .

5. Preserving Rights and Powers. The City will not take or permit any action that would deprive it of the rights and powers necessary to perform any of the grant assurances, nor will it sell, lease, encumber, or transfer any part of its title or interests in the Airport property.
    - The existing City owned airport property is limited. To this point, there have been no actions or non-action which would violate this grant assurance. This would include assuring any agreements the city enters must not limit their ability comply with all assurances. This would include through the fence agreements, FBO agreements, land lease agreements, fuel services, and others.

6. Consistency with Local Plans. The proposed project is reasonably consistent with Local, County, and State plans, to include the area surrounding the Airport.
    - There are no indications that past projects undertaken at the Airport are inconsist with Local, County, and State Plans. The property the airport operates on mostly within the Lago Vista City limits, the easement within the US Fish and Wildlife property is within Travis County. The City has recently completed a Comprehensive Plan, and the proposed plan will be consistent with the recommendations of that plan.

7. Consideration of Local Interests. The City will give fair consideration to the local community's interests.
    - The City has complied with this guidance. In fact, the City has inherited the airport from the local community. The City has created and maintain an Airport Advisory Board which includes a liaison to the City Council and airport users. The board allows input and guidance from the airport users and the local community. This action plan will consider public input and local interests in proposed developments and recommendations.

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8. Consultation with Users. Consultation with affected parties using the Airport will be conducted prior to, and during, the proposed project.
    - The City not only consults users, but also truly relies on airport users to guide developments at the airport.

9. Public Hearings. For major projects involving airport location, a new or relocated runway, or a major runway extension, the City will give the community an opportunity for a public hearing to consider economic, social, and environmental effects of the proposed project.
    - No major projects are anticipated at the airport. If, in the future a major project is considered, the City should coordinate with TxDOT to verify public hearing procedures and publishing requirements.

10. Metropolitan Planning Organization. For major projects involving airport location, a new or relocated runway, or a major runway extension, the City will make available to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the amended airport layout plan to depict the proposed change along with a copy of the current airport planning document. A major runway extension for this airport is assumed to be any extension over 500 feet.
    - This current project is not anticipated to be or to plan a major change to the runway. The Capital Area Metropolitan Planning Organization (CAMPO) covers several counties including Travis County, which includes the City of Lago Vista and all of the airport environ. Although no major change to the runway is anticipated at the airport, it is recommended that if any future major change to the runway is to take place that the City coordinate with CAMPO early in the process to obtain buy in.

11. Pavement Preventative Maintenance. The City will implement an effective airport pavement maintenance-management program for the useful life of any pavements construction with TxDOT/FAA grant assistance.
    - The City currently maintains the airport pavement through the TxDOT Routine Airport Maintenance Program (RAMP) and recently completed a pavement rehabilitation project. It is recommended that the airport continue to conduct a yearly inspection of city owned airfield pavement and keep records of the inspections and maintenance that is conducted. Some airports choose to implement a more detailed pavement maintenance program, but for the size of Lago Vista and its airport, yearly inspections and regular preventative maintenance and repair, along with good record keeping, is all that is needed to satisfy this assurance.

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12. Terminal Development Prerequisites. If the City were to develop a public-use commercial service passenger terminal (for aircraft designed for at least 31 passenger seats), it must certify that all safety and access equipment required by rule or regulation is provided to all passengers.
    - A passenger terminal is not planned for Lago Vista. The airfield features would likely preclude use by any aircraft intended for passenger service of at least 31 seats.

13. Accounting System, Audit, and Record Keeping Requirements. The City will keep all project accounts and records relative to any grant project in accordance with the Single Audit Act of 1984. Additionally, the City will make all records available for the purpose of audit and examination.
    - Currently, it appears the City's recordkeeping satisfies FAA's requirements. However, the City should periodically evaluate their accounting system to ensure future compliance. Project documentation should be readily accessible and include such items as fund transfers, income received, expenditures, and any other information pertinent to the project. The City should also better identify, report, and track Airport only Capital Improvement Costs. In case of audit of records by FAA to ensure airport funds are staying on-airport, having this information readily available will be very helpful.

14. Minimum Wage Rates. For all contracts in excess of $2,000 that involve labor, the City shall establish minimum wage rates in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-5).
    - The City has, and will continue to, establish minimum rates of wages consistent with the Davis-Bacon Act for all federally-assisted contracts meeting this requirement.

15. Veteran's Preference. Contracts for work involving TxDOT/FAA grants will ensure that preference shall be given to available and qualified veterans.
    - TxDOT administers construction contracts and they include veteran's preference clauses in the contract documents.

16. Conformity to Plans and Specifications. The City will execute the AIP projects per the plans, specifications, and schedule approved by TxDOT and ultimately the FAA; who authorizes TxDOT administration of the grants.
    - TxDOT Aviation division contracts directly with engineers and contractors to complete projects according to the plans and specifications and by doing so has assumed responsibility in assuring conformity. The City should still take an active role in construction projects and be forthcoming with any apparent non-conformity issues.

17. Construction Inspection and Approval. Competent and technical supervision will be provided by the City throughout the grant funded construction projects to assure the work conforms to the plans, specifications, and schedule approved by TxDOT/FAA.
    - This assurance has been and will continue to be satisfied by TxDOT, since TxDOT contracts directly with the engineers and contractors.

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18. Planning Projects. For planning projects, the City will execute the project as approved in the TxDOT/FAA approved scope of work, report on project progress, acknowledge the project was grant funded, make material available to the public and the FAA/TxDOT, allow FAA/TxDOT to publish final material, and grant TxDOT/FAA authority to disapprove employment of a consultant, subcontractor, or employee to do all or any part of the project. In addition, the City will understand and agree that TxDOT/FAA's approval of any planning material "does not constitute or imply any assurance or commitment on the part of the Secretary [TxDOT/FAA] to approve any pending or future application for a Federal airport grant."
    - The City has worked with the consultant and TxDOT in scoping this planning effort and the process is open to public involvement, and documents will be made available. The City should understand that approval of a development plan as a result of this action plan does not guarantee funding for such developments from TxDOT. Any future planning projects should follow the same approach to maintain compliance with this assurance.

19. Operation and Maintenance. The Airport and all facilities will be operated at all times in a safe and serviceable condition and in accordance with minimums standards by the City. Any temporary closure for non-aeronautical purposes must be approved by the FAA. The City will promptly mark and/or light hazards and will notify airmen of any condition affecting aeronautical use of the Airport.
    - It appears the City meets the criteria of this grant assurance. All facilities are operational, in safe and operable conditions.

20. Hazard Removal and Mitigation. The City will take appropriate action to assure the Airport's airspace will be adequately cleared and protected.
    - The City has and continues to clear obstructions. The Airport Advisory Board, prior to this Action plan, has initiated installing overhead power line marking balls for some power lines in the airport vicinity. The City is also pursuing obstruction removal on the US Fish and Wildlife. The City should continue to pursue removal of any existing obstruction that is identified, but should also take a proactive approach to preventing potential obstructions through zoning efforts. This Action Plan did not include survey to identify obstructions, but known obstructions from previous data will be included in the updated Airport Layout Plan.

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21. Compatible Land Use. To the extent reasonable, the City will include the adoption of zoning laws to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations.
    - The City has zoning in place to keep land use compatible in the airport environ. The City also recently completed their Comprehensive Plan, which recommends an expansion of their current Aviation compatible use zone. In addition, the City should consider implementing an Airport Hazard Zoning ordinance, which would be superimposed. This practice is allowed by the Texas Airport Zoning Act (AZA).

22. Economic Nondiscrimination. The City will make the Airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities. Any agreement the City enters with a third party must outline and enforce provisions that 1) services will not be unjustly discriminatory; 2) charges will be reasonable and just; 3) each Fixed-Based Operator (FBO) shall be subject to the same rates and charges; and 4) the City will not grant any right which operates to prevent any person, firm, or corporation operating aircraft from performing any services on its own aircraft that it may choose to perform. The City may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve
    - There are no existing concerns of economic discrimination at the Airport. Any future violations of this grant assurance are not anticipated.

23. Exclusive Rights. The City will not permit exclusive right for the use of the Airport by any person providing aeronautical services to the public. Services by a single FBO are not considered an exclusive right if it would be unreasonably costly or impractical for more than one FBO to provide the services and if allowing more than one FBO would require the reduction of the first FBO's lease area.
    - Right now the City only has one agreement with a self-service fuel provider. From available information and general airport knowledge, the City appears to be in compliance. The City plans to cancel the existing contract and pursue new methods of providing fuel.

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24. Fee and Rental Structure. The fee and rental structure for Airport facilities and services will be maintained by the City, to help the Airport become as self-sustaining as possible, taking into account such factors as the volume of traffic and economy of collection.
    - The City charges a tie-down fees and an access fee from a master through the Fence Agreement with the Rusty Allen Airport Property Owners Association. The City desires to change the arrangement for providing fuel. The existing FBO is leasing space to provide fuel at a low rate of $1 per year. The City will be able to increase revenue with fuel. The City is in compliance with this assurance as it does receive revenue through rentals and fees to make the airport as self-sustaining as possible. This action plan will evaluate other methods of collecting revenue such as City-owned hangars and additional tie-downs.

25. Airport Revenues. All revenues generated by the Airport and any local taxes on aviation fuel will be expended by the Airport for the capital or operating costs of the Airport, the local airport system, and other facilities owned by the City which are directly and substantially related to the actual air transportation of passengers or property.
    - According to the financial review (airport revenue and expenses), the airport has been a net cost to the City, which would indicate that airport revenue is being used for airport capital and operating costs and not for other uses.

26. Reports and Inspections. The City will submit annual financial and operations reports to the FAA, and make the reports available to the public. All Airport records for development projects must be available to the FAA upon request.
    - The City keeps records of airport finances and operation. Development project records are maintained by TxDOT Aviation as they administer the grants and contract directly with consultants and contractors.

27. Use by Government Aircraft. The City will make available all of the facilities of the Airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft at all times without charge. However, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used.
    - The City has and will make facilities available for government use, as appropriate, under this grant assurance.

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28. Land for Federal Facilities. The City will furnish real estate, without cost to the Federal Government, for use in connection with any air navigation, weather reporting, or communication activities.
    - The existing facilities, including PAPIs and the AWOS are owned and operated by the City, supported by maintenance funds through TxDOT's RAMP program. The City should be aware that if the federal government asked to install such equipment at the airport, that the City would be obligated to offer available land at no cost to the federal government.

29. Airport Layout Plan. The Airport Layout Plan will be kept up-to-date at all times.
    - The current Airport Layout Plan is being updated as part of this project.

30. Civil Rights. The City will take necessary measures to ensure that no person is excluded from participation in, be denied the benefits of, or be subject to discrimination in any activity conducted with, or benefiting from, funds received from grant funds on the basis of race, creed, color, national origin, sex, age, or disability. See grant assurances for further detail.
    - From review of airport documents, indications are the City is compliance with this assurance.

31. Disposal of Land. When land purchased with grant funding is no longer needed for the original intended use, the funds shall be used for other eligible airfield development or transferred to another eligible airport for eligible development. The funds for the sale of property no longer needed may not be used for operating expenses or to supplement the sponsors other needs.
    - The City is in compliance as they have not sold land.

32. Engineering and Design Services. The City use a qualifications-based selection.
    - The City relies on TxDOT Aviation to conduct Engineering and Design services solicitations and procurement and TxDOT uses appropriate procurement methods.

33. Foreign Market Restrictions. The City will not allow funds provided under this grant to bue used to fund any project which uses any product or service of a vforeign country during the period in which such foreign country is listed by the US Trade Representative as denying fair and equitable market apportunities for products and suppliers of the US in procurement and constructions.
    - There are no indications of non-compliance.

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34. Policies, Standards, and Specifications. The City will carry out projects funded by the grant in accordance with applicable FAA advisory circulars, policies, and standards.
    - While there are existing non-standard airport features, under TxDOT Aviation's supervision, the previous developments have been conducted in accordance with applicable standards and so will future projects.

35. Relocation and Real Property Acquisition. The City will be guided by Subpart B of 49 CFR Part 24 in property acquisition causing displacement, providing relocation assistance and reimbursement for necessary expenses.
    - There are no such previous or planned instances.
36. Access by Intercity Buses. Intercity buses, if applicable, will have access to the Airport.
    - No bus service is available at the Airport, but the city does not prohibit access to public transportation to the airport.

37. Disadvantaged Business Enterprises (DBE). No discrimination on the basis of race, color, national origin, or sex will be tolerated in the award and performance of any FAA-assisted contract or in the administration of the DBE Program.
    - TxDOT administers the grant and DBE programs and therefore the City is in compliance..

38. Hangar Construction. If a third party constructs a hangar at their own expense on the airport property, the City will grant the third party a long-term lease subject to such terms and condition on the hangar as the City may impose.
    - There are no such instances. All hangars that use the airport are on private property.
39. Competitive Access. This assurance only applies to medium or large hub airports.

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## THROUGH THE FENCE (TTF) COMPLIANCE

The City of Lago Vista owns the Airport and is responsible to maintain the airport components to maintain access as a public-use airport. The Airport is currently used primarily by Through the Fence (TTF) Operators. TTF operations are when users access the airport from private property by crossing the airport property line, which, in some cases, would be fenced, hence the term. At Lago Vista – Rusty Allen Airport, the only on-airport users include aircraft owners leasing tie-down space, and the fuel service provider, who currently pays $1 per year. All of the existing hangars that have access to the airport and the land they occupy are privately owned, with several of these being hangar homes, residential use. These property owners are organized into the Rusty Allen Airport Property Owners Association (RAAPOA). The use of the existing privately owned hangars include residential hangar homes, commercial activities, and aircraft storage. All existing hangar access is granted to the RAAPOA through one master TTF agreement. The existing agreement includes fees that are collected by the RAAPOA and the fee is set based on capital costs for general infrastructure as allowed by FAA. Currently, the RAAPOA pays the City $20,000 per year for an access fee and may pay additional amounts for maintenance and repairs not covered by TxDOT Grants (50% share up to $2,000) and for Capital Improvements not funded by grants (up to 5% of total project costs). This agreement was last executed in 2009 and expires in 2019.

In recent years, TTF operations have been under scrutiny based on the FAA Modernization and Reform Act of 2012. The Act precluded commercial service airports from entering into new Residential Through the Fence (RTTF) agreements and if there was a triggering event, those agreements would need to be reviewed and updated. For General Aviation airports, such as Lago Vista - Rusty Allen Airport, residential TTF access agreements are allowed by the act as they will not result in non-compliance. As part of the compliance review, the existing agreement was reviewed and evaluated based on the FAA Compliance Guidance Letter 2013-01, *FAA Review of Existing and Proposed Residential Through-the-Fence Access Agreements*, FAA Order 5190.6B, *Airport Compliance Manual*, and Transportation Research Board's Airport Cooperative Research Program (ACRP), *Guidebook for Through-The –Fence Operations*. There are no limits or requirements as to the length (term) of the agreement. The guidance letter requires that the TTF access be shown on the updated ALP and that these agreements be written and meet the following requirements:

*Residential TTF only agreements must require property owners to:*

- Pay access charges that the sponsor determines to be comparable to those fees charged to tenants and operators on-airport making similar use of the airport
- Bear the cost of building and maintaining the infrastructure necessary to provide access to the airfield from property located adjacent or near the airport
- Maintain the property for residential, noncommercial use for the duration of the agreement (noncommercial is interpreted as aeronautical noncommercial, commercial use of the property which would not compete with aeronautical commercial activities is allowed).

- Prohibit access to the airport from other properties through the property of the property owner; and
- Prohibit any aircraft refueling from occurring on the property (this is interpreted as selling fuel on personal property accessing the airfield).

*Commercial TTF Use Requirements*

- A separate Commercial TTF agreement is required for aeronautical commercial access to the airport.
- The intent of the guidance for through the fence commercial activity is to allow fair competition between a through the fence commercial operator and a commercial tenant operator. However, as stated by the Compliance Guidance Letter Section III.D., if there are existing aeronautical commercial use agreements, they must not "result in unjust economic discrimination for on-airport aeronautical service providers."

### Assessing Existing Through the Fence Agreement

Upon review, it appears that the City of Lago Vista is within compliance of the intent of the FAA Compliance Guidance Letter for TTF agreements. Potential concerns could arise as the City develops the airport and more "on-airport" users are introduced. The intent of the grant assurances and the TTF Compliance Guidance Letter are to require that the sponsor keep fees and charges justifiable for on airport users, but no protection is granted by policy to the TTF users. The FAA policy only intends to protect on-airport users from being treated unfairly in comparison with TTF users, but not the other way around. Rates set for future "on-airport" commercial users, land leases, and hangar leases must be justifiable using this guidance.

### Assessing Existing Commercial Aeronautical TTF Use

It was noted during the APAC meetings that there are existing and proposed commercial aeronautical through the fence operators on the airfield. These include aircraft maintenance, flight training, and perhaps more. FAA's term for a commercial aeronautical operator is an FBO, Fixed-Based Operator. According to the Transportation Research Board's Airport Cooperative Research Program (ACRP), *Guidebook for Through-The –Fence Operations*, Commercial Aeronautical TTF (or TTF FBO) activities would include:

- Fueling products and services
- Aircraft storage facilities
- Location based services (aircraft ground handling, passenger and crew services, etc.)
- Technical products and services (aircraft maintenance and repair, avionics, instruments, parts sales, etc.)*
- Flight services (instruction, aircraft rental/leasing, aircraft charter, air cargo, etc.)
- Aircraft Sales
- Other products and services (aircraft cleaning, painting, upholstery, sightseeing, aerial photography, crop dusting, etc.)

The intent of FAA guidance and policy for TTF FBOs is to ensure the safety and security of the airfield by knowing who has access to the airport and the equitable treatment for similar on-airport operators. It does not, however, require equitable treatment of TTF users, including FBOs. In fact, the City is not required to allow TTF access and is allowed to prohibit or limit TTF activities. For Lago Vista – Rusty Allen Airport, TTF access is part of its history and identity. The engagement of and relationship with the Rusty Allen Property Owners Association has been and will continue to be vital to the airports existence and its operational safety.

Although currently there are not specific commercial agreements with existing TTF FBOs, there are no current conflicting on-airport and TTF FBOs. This could change in the future as the City intends to expand the airport. The City's zoning of C4, Commercial Airport, for most of the airport accessible properties allows for commercial activity. This could be construed as an arrangement which allows for commercial aeronautical TTF activity, but does not comprehensively assure compliance as it does not address equitable treatment. To clarify, the equitable treatment requirement, in regards to commercial activity, does not imply that the customers of on-airport and TTF FBOs need to be treated equitably, it applies to the FBOs and their agreements with the City. So, if there was a TTF FBO and an on-airport FBO offering fuel, the City must not charge the on-airport FBO more than the TTF FBO for a fuel flowage fee or other charge relating to the FBO agreement.

The existing arrangement with TTF FBOs does not seem to conflict with the intent of the TTF policies. However, it would be prudent to address potential conflicts proactively prior to entering into future agreements with on-airport users. It is recommended that the City work with the RAAPOA to include, in future renewal of the RAAPOA agreement, a requirement that TTF FBOs enter into a separate FBO agreement with the City. This agreement could be a standard agreement the City crafts for all FBOs, distinguishing between FBO types, and should reference adherence to the Airports minimum standards and other rules and regulations.

TxDOT is not an enforcement agency, but issues in regards to equitable treatment arise when complaints are filed and the airport does not have documentation showing that equitable treatment is addressed. The City should be proactive in anticipation of additional on-airport users. The airport should try to make sure it knows who all has access to the airport. The access agreement

### Recommendations

For both residential and aeronautical through the fence, the existing arrangement does not seem to pose compliance issues. To follow the intent of FAA's guidance, the City should make sure they have record of all properties who have access through the master POA agreement. The agreement itself does not identify the properties or properly identify who the POA is. The City should also considering including an insurance requirement and add reference to the airport minimum standards in the next iteration of the POA agreement. In addition, the City should consider requiring some sort of separate agreement to address aeronautical commercial through the fence. The goal would be to be proactive in preparing for future on-airport FBOs.

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# Chapter 2 - Future Use and Development

## 2.1 AIRPORT FACILITY NEEDS

Chapter 1 provides a detailed study of the airport and the current state of the airfield and its operation and management. This chapter will focus on current and future needs and airport development to meet those needs. In the initial kickoff meeting APAC members expressed their vision for the airport. Through this exercise, other conversations with those in the community, and observations, the overall vision for the airport is to provide a safe, self-sustaining airport, with maximum access to and from the Lago Vista community. This helps establish the following priorities for the City of Lago Vista and the Lago Vista – Rusty Allen Airport.

1. **Safety**. This aligns with both TxDOT and FAA's priorities. Safety is paramount for an airport and it is the responsibility of the airport sponsor, the City of Lago Vista, to maintain the airport in a safe and operable manner. In considering future developments, safety measures will be addressed and FAA standards will be used in the design of airfield features. Standardizing airfield features, where possible, should be a priority when considering future developments.

2. **Financial Sustainability**. The airport currently operates as a net cost to the City. This is a very common, but the City should make efforts to make the airport as self-sustaining as possible, including both operating costs and capital improvements. This is also one of the grant assurances the City has agreed to by accepting grant funds. The City currently has very limited sources of revenue and will look for opportunities to increase revenue.
3. **Community.** Considering the history of the airport with the RAAPOA's partnership, the community feel that the airport exhibits with several hangar home users, and other City amenities which are community focused (Lake Access, Golf Courses), community enhancement will be another goal for the airport developments. This would include allowing greater access to and from the community through increasing public use facilities (public leased hangars, parking, tiedowns, bathrooms, terminal building) on the airfield and sensible development complimenting surrounding uses.

Thorough analysis of existing conditions and deficiencies, input from the City and airport users through several discussions with individuals along with input provided at the Public Meetings for this project, the following are identified airport needs:

## PUBLIC INPUT ON AIRPORT NEEDS

- Tie-downs
  - Purpose to increase access to and from community, increase revenue
  - Priorities Alignment: Community, Financial Sustainability
- City take over fuel operations, move fuel station
  - Purpose to increase revenue
  - Priorities Alignment: Financial Sustainability
- City-owned hangars
  - Purpose to increase access to and from community, increase revenue
  - Priorities Alignment: Community, Financial Sustainability
- More City owned property
  - Purpose to increase development options by the city
  - Priorities Alignment: All
- Helicopter area
  - Purpose to increase access by helicopters
  - Priorities Alignment: Community
- Vehicle Parking
  - Access to and from community, to feel like a real public airport.
  - Priorities Alignment: Safety, Community
- Terminal Building
  - Increased community access, feel like a real public airport
  - Priorities Alignment: Community
- Zoning changes for airport expansion, aviation compatible light industrial use surrounding airport
  - Priorities Alignment: Community, Financial Sustainability
- Runway extension to the North
  - Priorities Alignment: Safety, Community, Financial Sustainability

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    - Runway Capacity: According to FAA 150/5325-4B, *Runway Length Requirements for Airport Design*, to get to 100% coverage of existing "B" aircraft, runway would need to be extended 400 feet to 4,200 feet.
    -
- Runway Lighting Replacement (LED)
    - Existing lighting is reaching end of its useful life, needs replacement. New LED runway lighting could introduce cost savings
- Security increase needed, unauthorized use by ground transportation has been observed
    - Needed for safety, possibly install gates for any vehicle access point
    - Priorities Alignment: Safety
- Perimeter road
    - Increase safety by minimizing runway crossings by ground transportation
    - Priorities Alignment: Safety
- Increased Weight Capacity of Runway
    - To provide more access and to increase future fuel revenue by not excluding larger aircraft
    - Currently at 12,500 lbs
    - Increase in published weight would increase Runway OFA to 400 feet, many buildings would need to be removed to clear the OFA. This would not be feasible, see figure below.

- Non-aviation commercial development areas
    - Cars and aircraft do not mix. Any areas that are designated for future non-aviation industrial/commercial use
- Zoning changes for Airport hazard height zoning
    - It has been mentioned that some sort of zoning overlay or avigation easement be considered to protect the City from complaints about noise from airport neighbors.
- New location for Windcone
    - The existing windcone is not erected and is being stored by the existing fuel station.

## FAA STANDARDS REVIEW

In addition to the airport needs identified by the sponsor and users, an analysis of the existing airfield reveals existing non-standard features that, at minimum, should be identified and discussed, and where possible, mitigated. For some non-standard items, there may not be a feasible approach to mitigation. In that case, the approach should be to not make matters worse. In the case of new development, TxDOT/FAA will not fund new developments which are non-standard.

*Table 11 - FAA Standard Issues*

| Airport Feature | FAA Standard Requirement | Existing at Lago Vista – Rusty Allen Airport | Mitigation Options |
|---|---|---|---|
| Runway to Parallel Taxiway Centerline Separation | 150 feet | West Side Parallel: 120-125 feet<br>East Side Parallel | Alternatives:<br>• Abandon parallel taxiway, build individual perpendicular entrance taxiways from hangars<br>• Stripe holdline at standard distance, consider parallel taxiing as backtaxiing and when west side tie-down area is reconstructed, construct a standard parallel through the portion adjacent to tie-down area(Recommended) |
| | | East Side Parallel: 150' | Meets standard |
| Runway width | 60 feet | 50 feet | Consider a runway widening project. A runway widening project would complement a runway lighting replacement project. |
| Holding Position Markings (Holdlines) | 125 feet from Runway Centerline | West Side Parallel Taxiway; 65 feet | Consult with TxDOT to evaluate benefit in striping holdline at correct separation (would require holdline across most of the West Parallel Taxiway). |
| Runway/Taxi way Grade | Runway/Taxi way Safety Area/OFA Grading | Along the sides of the Taxiway/ Runway, and some Taxiway longitudinal grades appear non-standard | Deficiencies in grade of the existing Taxiway system are less of a concern in regards to safety, but can make it troublesome for taxiing. With the topography constraints of the area, it is not expected that mitigation would be possible. |

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| | | | |
|---|---|---|---|
| Runway Protection Zone (RPZ) | Preferred for the airport to own or at minimum hold easement to RPZ area | RPZ on both ends is owned by others, no existing easements | The City should seek ownership of existing and ultimate RPZ areas.<br><br>North End (15): The City should look into a land swap with US Fish and Wildlife and possible donation of RPZ land from property to the north, Thomas Penn.<br><br>South End (33): There are several smaller city size lots in the Runway 33 RPZ. The City should aim to acquire these lots. The lots, according to the City, are not developable |
| Taxiway/Taxilane Object Free Area (OFA) | Taxiway OFA (89 ft)<br><br>Taxilane OFA (79 ft) | On the west side of the runway, there are some hangars that impede on the Taxiway/Taxilane Object Free Area (OFA). | City should consider zoning setback requirements and discuss possible common sense mitigation with property owners for non-structure critical features. |
| Airspace | Part 77 Imaginary Airspace | Some buildings in Primary and Transitional Surfaces | • Coordinate with TxDOT Aviation to determine if mitigation by obstruction lighting is needed.<br>• For future hangar building application or any other building surrounding the airport, require a 7460 be filed with FAA to allow FAA to determine if the proposed construction is a hazard and if mitigation is required. |

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## 2.2 DEVELOPMENT ALTERNATIVE AND RECOMMENDATIONS

In this section, development alternatives will be discussed to address needs identified and recommended improvements will be made. See Exhibit 3, *Airport Development Plan* for a depiction of the proposed development plan. This section will include development concepts which may not be feasible. The recommended development plan will be summarized into the Proposed Airport Improvement Program in Section 2.5.

### TIE-DOWNS

Currently, there are 11 public tie-down spots. These are currently occupied by long term, based aircraft. There is essentially no official room for itinerant aircraft to come and tie-down for the day to visit the golf course, experience Lake Travis, go hunting, or to conduct business in the area. The airport based aircraft has grown steadily since 1995 and the airfield is pretty much at capacity with its current facilities. Users end up needing to use undeveloped areas to temporarily park their aircraft. Additional tie-downs would help the City incur additional revenue, but would also allow for increased access to and from the community, increasing the indirect economic impact the airport has to the City. There was one area identified as a potential area for tie-down development on the west side of the runway, which would expand the existing tie-down apron. See below for the proposed West Side Tie-Down Apron Development. This was agreed to be the optimum location for tie-downs since undeveloped land is scarce and having the public tiedowns close to the airport entrance, the Fueling area, and the future terminal building made the most operational sense.

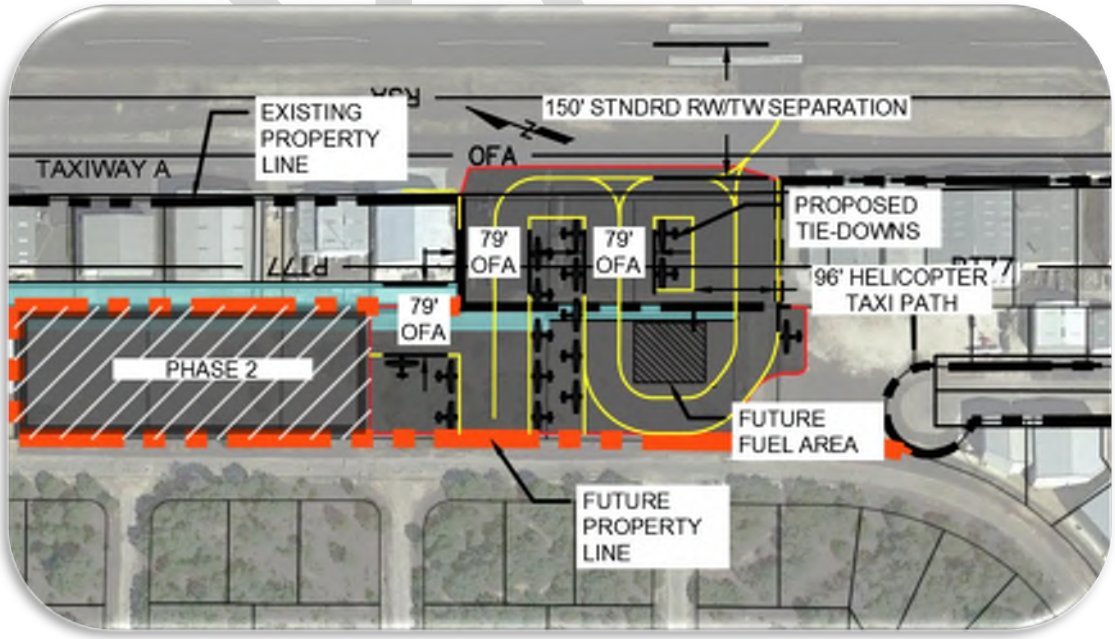


*Figure 26 - Proposed West Side Tie-Down Apron Development*

Another option for increasing tie-downs would be to put a row at the southwest corner of the airport. In conversations with TxDOT, the City was told that TxDOT may not participate in funding these given their proximity to the runway end environment. According to an initial analysis, these tiedowns would be outside the RPZ and there is a significant decrease in grade in that area compared to the runway end, indicating that the parked aircraft would be not penetrate the Part 77 (PT77) imaginary surfaces.

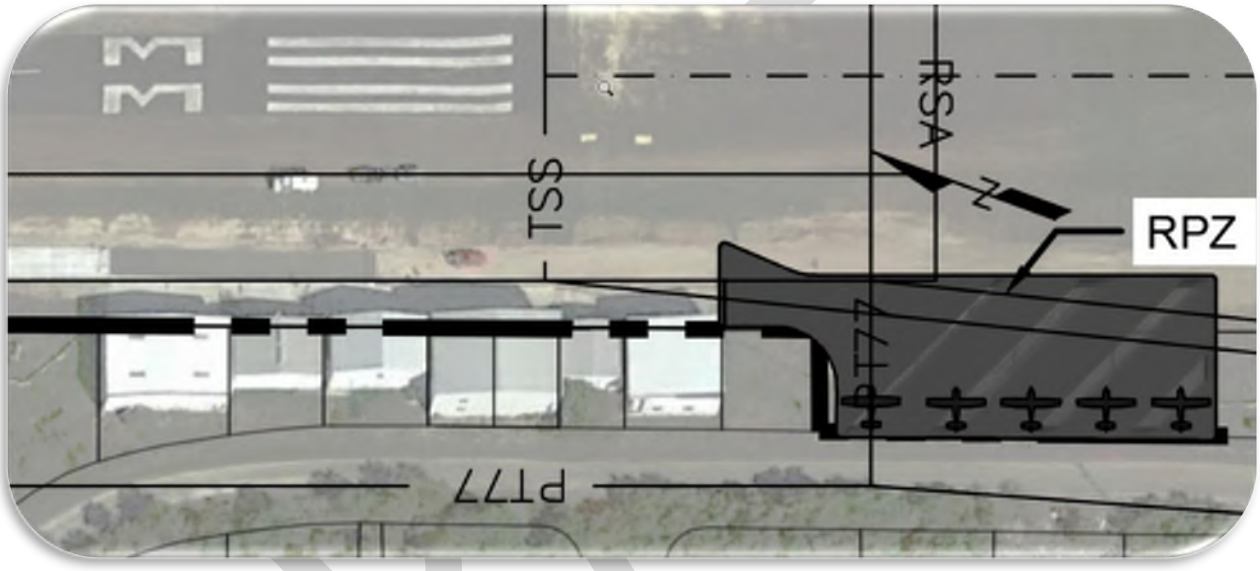


*Figure 27 - Proposed City (non-TxDOT) Tie-Down Area*

## Tie-Down Recommendations

The City would need to acquire property in order for the West Side Tie-Down Apron Development to occur. These proposed developments are recommended to be included in the development plan, the airport could really use more public use tie-downs to accommodate the increasing traffic. This would also increase the airport revenue in tie-down fees.

## CITY TAKE OVER FUEL OPERATIONS, MOVE FUEL STATION

The City currently only receives $1 annually from the fuel provider. The City and other stakeholders would like to have the City generate revenue from the fuel. Also, the existing location of the fueling station causes congestion on the taxiway and you can only pump from one side. The City would like the airport to also have jet fuel in addition to the AvGas it currently has. The proposed location for a future, city owned fuel farm is in the proposed West Side Tie-Down Apron development.

## Fuel Recommendations

A short term suggestion, until the City could afford to invest in a fuel farm, would be to issue a request for proposals for a temporary fuel provider, where the City would collect a fuel flowage fee per gallon of fuel sold. This is a very common practice and allows airports to generate a revenue on fuel sales. Fuel farms are eligible for 75% funding through TxDOT and it is recommended that when the property acquisition where the future fuel farm would be located and if funding from the City and TxDOT is available, the City consider investing in a fuel farm (25% match). The City could then enter into an agreement with an FBO to run the fuel, allow it to be self-serve, or determine if hiring City staff to manage the airport and provide fuel service is viable. For now, a temporary solution should be considered to allow the City to gain revenue from fuel. Property acquisition is vital to making a fuel farm a reality.

## CITY-OWNED HANGARS

The City and APAC agreed that the City should own hangars on the airport and rent them out. General Aviation airports commonly use rental fees from airport owned hangars as a primary source of revenue to sustain the airport. TxDOT Aviation will fund 90% of hangar (building only) costs up to $600,000, which makes this a very attractive and inexpensive option for the City to own revenue generating facilities. It was agreed that, if the City can acquire property on the east side of the airport, that there be an East Side Hangar Development area. The APAC preferred to show a large area for acquisition and development. However, to maximize the TxDOT funds by keeping the initial development closer to $666,667 (90% would be $600,000), the development is shown as phased, where Phase 1 would be the initial project and Phase 2 would be developed in the future when funds were available.

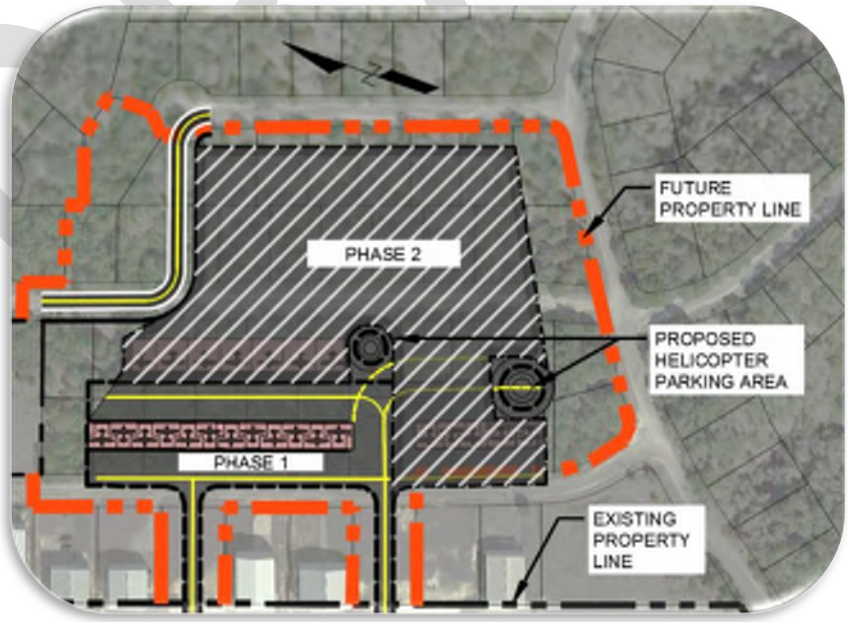


*Figure 28 - Proposed East Side Hangar Development*

Another area that was identified where the City could own and rent hangar space was near the airport entrance where the proposed vehicle parking and terminal building area shown. This is shown as a single box hangar.

### Hangar Recommendation

Owning hangars and renting them out for revenue is a primary source of revenue for most airports throughout the nation. In Texas, specifically, there is a shortage of hangar space throughout the state, especially here in the central Texas market. The City receives regular calls asking if there is hangar space available for rent at the airport. There is demand and the City should proceed with the proposed hangar developments. The first step would be to pursue acquisition of property within the proposed development areas. If the City owned 10 hangars and could rent them out for $300 per month, that would be an increase in annual revenue of $36,000, which is more than double the current Airport revenue.

## HELICOPTER PARKING AREA

Currently, there is not any area designated for helicopter parking on the airport. As discussed in the APAC meetings, an area for helicopters, especially for emergency services, would be beneficial to both the airport and the region. As part of the planning effort, PSC contacted StarFlight, an air ambulance service serving Travis County and the Lago Vista area and in conversations with them, found that they would appreciate and would likely use helicopter parking areas if available. They also said they'd likely buy fuel, if Jet A was available. Their fleet includes a UH-1 (Huey) and 2 EC 145 helicopters. An area inside the proposed East Side Hangar Development is shown as possible location for helicopter parking. Also, the clear taxi path required for a Heuy, according to FAA Advisory Circular 150/5390-2C, *Heliport Design,* is 96 feet, which has been included for access to fuel in the proposed West Side Tie-Down Development.

### Helicopter Parking Recommendations

An area where helicopters can park and stage would be beneficial and it is recommended that parking for 2 helicopters be included in the development plan. The property acquisition and development of the proposed East Side Hangar Development is required before the helicopter parking can be considered.

## VEHICLE PARKING

Currently, there is only one area designated for ground vehicle parking, but this area is not even visible from the airport entrance. The proposed area for future vehicle parking is near the airport entrance, adjacent to the proposed future terminal building. This is the most logical area for vehicle parking. TxDOT funds landside (as opposed to airside) projects, such as ground vehicle parking, at 50% up to $50,000.

### Parking Recommendation

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Having an area where people can park is a vital part of a public airport and the parking area should be included in the development plan. As with most of the proposed developments, property acquisition is needed prior to developing a parking area. This could be accomplished through TxDOT's Capital Improvement Program (CIP) or through the Routine Airport Maintenance Program (RAMP) which is a 50% match grant that covers airport maintenance and small capital improvement projects.

## ZONING CHANGES FOR AIRPORT EXPANSION, AVIATION COMPATIBLE LIGHT INDUSTRIAL USE SURROUNDING AIRPORT

Exhibit 2, Airport Zoning, shows the zoning recommendations. The areas to the East and West of the airport, not designated for future airport development, have been recommended for industrial use, compatible with the Airport. This aligns with the City's 2030 Comprehensive Plan.

## TERMINAL BUILDING

An airport terminal building was also discussed as a need for the airport. An airport terminal building gives structure to an airport, allows visitors and users a place to meet, use a restroom, flight plan, and find useful information. While it does not generate direct revenue, a terminal building can give the airport a real sense of community and increase the overall marketability of the airport. Terminal buildings, like landside facilities, are eligible for TxDOT Aviation funding at a 50% match up to $500,000 for terminal buildings.

### Terminal Building Recommendation

It is recommended that a terminal building be included in the development plan, but given the potential cost, other developments that increase airport revenue should take priority. Also, property acquisition is required prior to consideration of a terminal building.public airport

## LAND SWAP WITH US FISH AND WILDLIFE FOR TRIANGLE AREA WEST OF RUNWAY 15

The triangle shaped area of land to the west of Runway 15 is a potential area for the airport to expand and for the city to continue Bar-K Ranch Road. The City would prefer to own this area as well as the runway easement area. Thomas Penn, the property owner to the north, has attempted to do a land swap with US Fish and Wildlife, but was told that it would literally take an act of congress for that to happen. Another option that was discussed was to allow for expansion of the runway lease to include the triangle area to allow for airport expansion.

### Land Swap Recommendation

It does not seem like land acquisition of the triangle area is likely, but it is recommended that City pursue this further with the US Fish and Wildlife to see if a land swap or an expansion of the existing runway easement is even possible. If it is feasible, it would require the city to acquire property surrounding the airport to offer for a swap. See figure below for a depiction of the triangle area.

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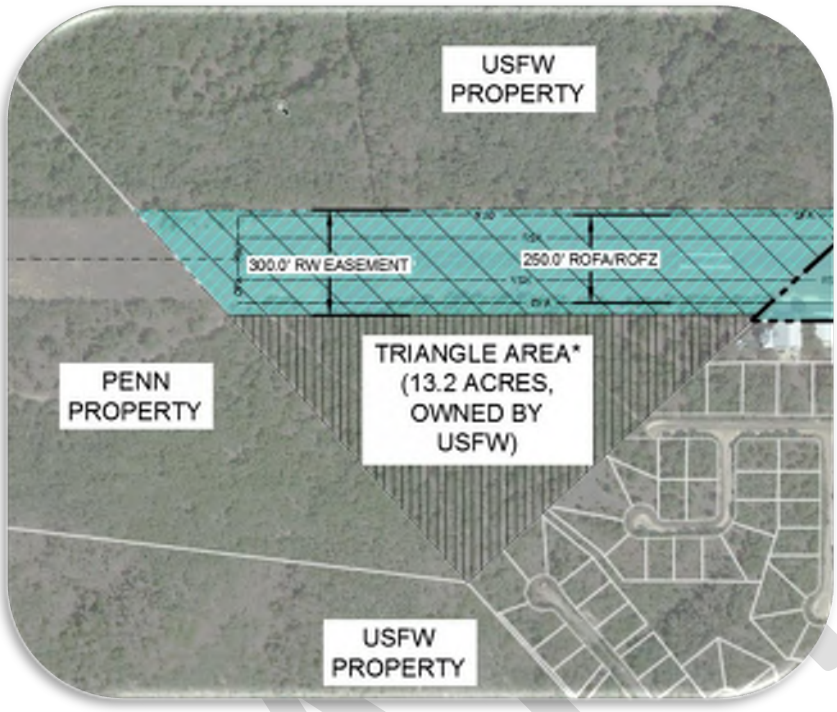


*Figure 29 - Proposed Triangle Area Land Swap/Acquisition*

## RUNWAY WIDENING

The existing runway is 50 feet wide, while the standard width for a B-I (small) airport is 60 feet. A widening project would standardize the airport and increase the pavement available for aircraft wander during landing and takeoff. It is recommended that a runway widening project be included in the future developments, but it would be best completed as a combination with a runway lighting and/or a runway extension project.

## RUNWAY LIGHTING REPLACEMENT (LED)

It was expressed that new runway lighting would be desired and be replaced to LED to introduce costs savings. The existing lighting is reaching end of its useful life, and replacement should be considered for future improvements. Runway lighting is eligible for funding through TxDOT at 90% funding from TxDOT.

### Runway Lighting Recommendation

Runway lights are important to the safe operation of the airport. The City should track maintenance are repairs and coordinate with TxDOT Aviation to determine the urgency of the lighting replacement. A runway widening project might be warranted to include in a lighting project as the placement for runway lights is based on the edge of pavement.

### SECURITY INCREASE NEEDED, UNAUTHORIZED USE BY GROUND TRANSPORTATION HAS BEEN OBSERVED

At the first APAC meeting, it was mentioned that there was unauthorized use happening at the airport. The airport is currently very open to the public. Whether intentional or not, it is very simple for anyone to wander onto the airport in their car, even onto the runway. Increased security would increase airfield safety and should be a priority in future development. Gates and fencing is included in the development plan.

### PERIMETER ROAD

Increase safety by minimizing runway crossings by ground transportation

Priorities Alignment: Safety

### INCREASED WEIGHT CAPACITY OF RUNWAY, INCREASE IN AIRPORT CLASSIFICATION

There was a discussion in the first APAC meeting of increasing the weight capacity of the runway. The benefit would be to allow larger aircraft to use the airport and purchase fuel. Currently the weight capacity of the airport and runway is for 12,500 lb aircraft. This is part of the airport classification of "small". The pavement itself may or may not be capable of supporting aircraft heavier than 12,500 lbs. This action plan did not include an analysis of the pavement structure. However, if the airport were to be classified for aircraft larger than 12,500 pounds, the Object Free Area (OFA) would increase from 250 feet wide to 400 feet. In order for TxDOT/FAA to approve an upgrade of the airport from "small", it would require the OFA to be clear, which would require removal of both parallel taxiways and most of the hangars on the west side of the airport. The same concept is true in considering increasing the other facets of the Airport Reference Code (ARC); the Airport Approach Category of "B" and the Airplane Design Group of "I". Upgrading either of these would also require removal of half or more of the existing hangars and both of the parallel taxiways.

*Figure 30 - Increase in Weight Capacity of Airport Not Possible. Would require removal of all hangars within a 400 feet wide OFA.*

### Airport Classification, Weight Capacity Recommendation

While there are existing non-standard taxiway features on the airport, the existing runway RSA and OFA are met. Any increase to the ARC or weight capacity of the airport would require standardization

of the airfield to the RSA and OFA standards associated with the upgraded classification. This is not feasible. It is recommended that the City consider the ARC of B-I (small) as the permanent classification for the Lago Vista – Rusty Allen Airport.

## ZONING CHANGES FOR AIRPORT HAZARD HEIGHT ZONING

It has been mentioned that some sort of zoning overlay or avigation easement be considered to protect the City from complaints about noise from airport neighbors. The 2030 Comprehensive Plan recommends considering rezoning of the areas immediately to the east and west of the airport ot light industrial, which would be airport compatible. Also the areas to the north and south of the runway end mostly drop off in elevation, likely preventing obstructions to airspace. TxDOT Aviation has a template that the City could use to help create an overlay zone to protect the airspace. This has been included in Appendix 4, Reference Documents.

## NEW LOCATION FOR WINDCONE

The existing windcone has been taken down for some reason and the airport needs to have a windcone on the airfield. One suggestion was to install a windcone on an existing hangar. This option was acceptable to TxDOT, but it also presents challenges. If it is a City owned windcone, having it installed on a private hangar would require some sort of agreement to make it a sustainable solution. Also, installing it atop a building would likely require a structural evaluation to ensure the hangar and the windcone tower wouldn't undermine each of their structures. The FAA standards were used to determine the optimal location, which would be 1000 feet inboard of the runway end on the left side, outside the runway Object Free Area (OFA), although allowed to be inside the OFA if there a frangible ground connection is used and there is an operational need. We recommend the windcone be placed as shown below, 1000 feet from the runway 15 end, on the left, halfway between the OFA and RSA. The windcone is a safety measure associated with the runway, similar to runway edge lights. The City should consult with the USFW to see if they could consider a windcone similar to runway edge lights and allow installation within the existing runway easement.

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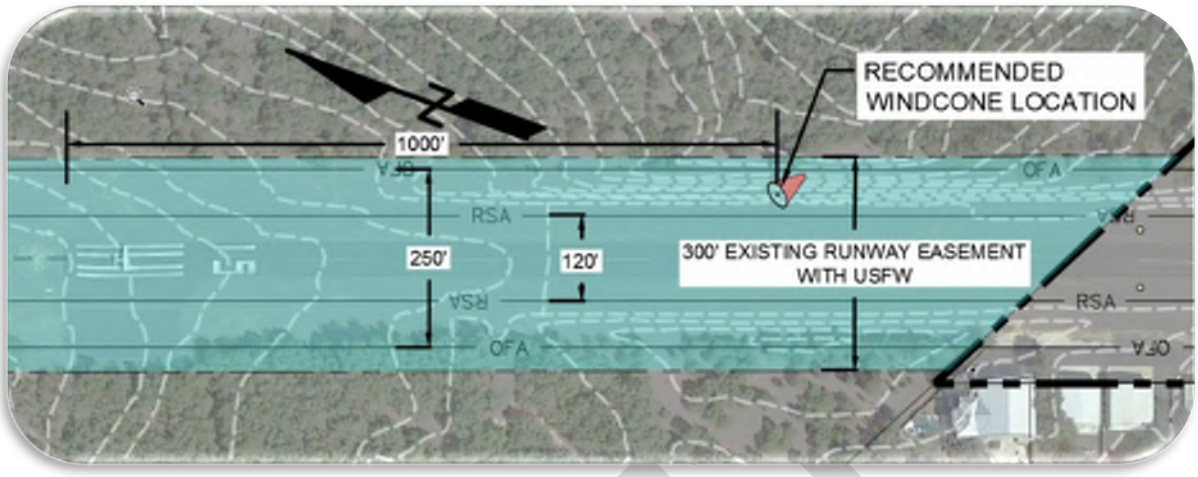


*Figure 31 - Recommended Windcone Location*

## RUNWAY EXTENSION

At the Kickoff meeting, there was a desire expressed to lengthen the runway. For a B-I(small) aircraft. There were initial concerns that seemed to preclude the feasibility of an extended runway.

The initial questions in relation to the feasibility of extending the Runway at Lago Vista – Rusty Allen Airport to the North were:

- **Runway Length Justification**: There was doubt that justification existed to lengthen the runway as it was suspected that the airport classification would need to increase to justify a longer runway. That was not the case. The existing runway length is 3,808 feet. According to FAA AC/5325-4B, *Runway Length Requirements for Airport Design*, for the current airport classification at Lago Vista, B-I(small), the length required to serve 100% of small aircraft serving 10 passengers or less is 4,200 feet. See the chart below from the AC. This chart is to be used when the airport is "primarily intended to serve communities located on the fringe of a metropolitan area," which describes Lago Vista. This suggests a runway length of 4,200 feet, an extension of 400 feet would be justified without an increase to the ARC.

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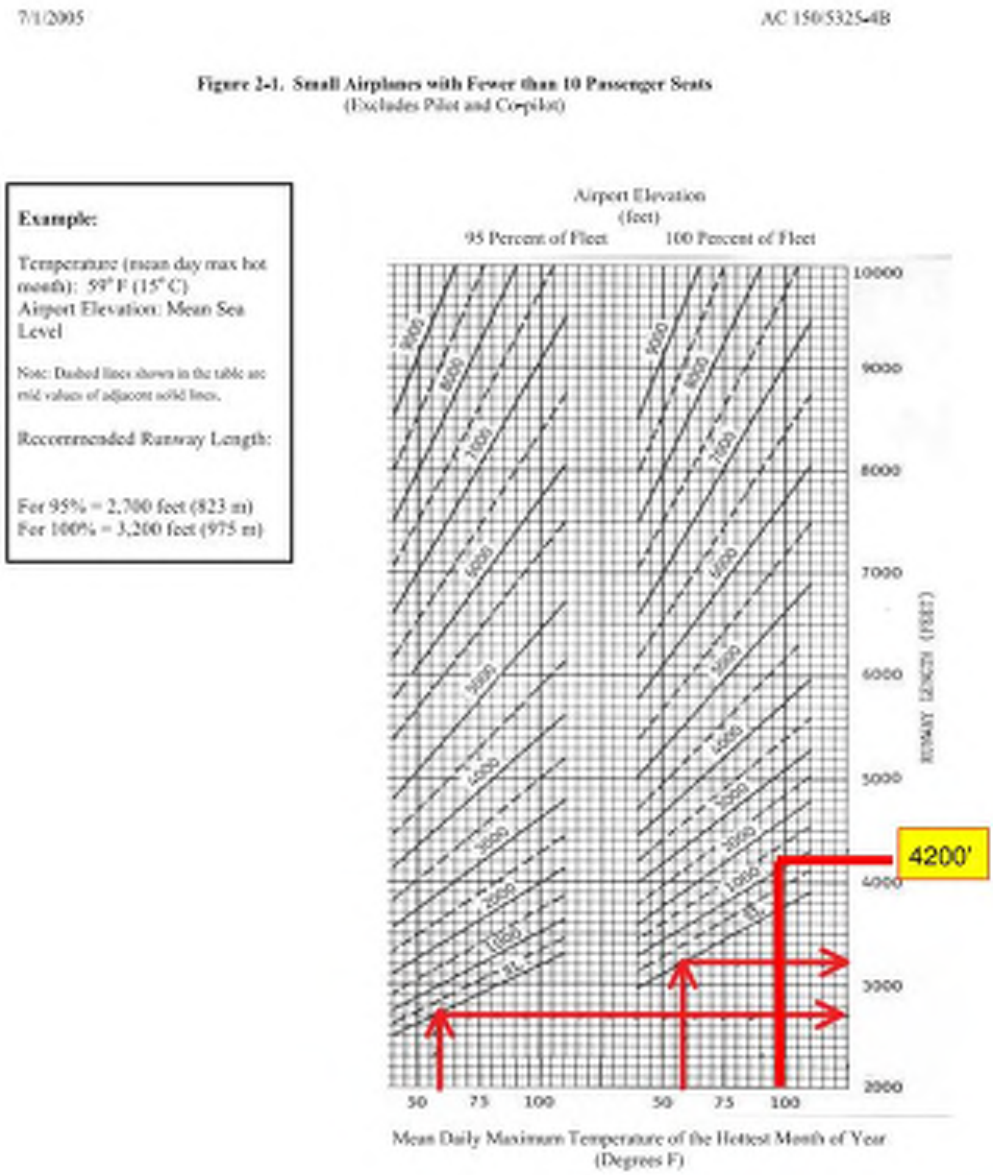


*Figure 32 - Runway Length Determination Chart from FAA AC/5325-4B, Runway Length Requirements for Airport Design*

- **Grant Assurance 4, "Good Title".** Another perceived hurdle to a runway extension was Grant Assurance 4. The typical expectation is for the sponsor to own property on which it would extend the runway, as well as the OFA and the RPZ for the extended runway.
    - The guidance for this grant assurance, as described in FAA Order 5190.6B, *Airport Compliance Manual* (Sept., 2009), is that "good title exists or that the sponsor will acquire good title for any property where federal funds will be used. For airport development programs, the sponsor must assure that the sponsor, another public agency, or the federal government holds good title to the airfield or airport site.

- US Fish and Wildlife Property at Runway 15 end. The airport currently does not own the property that roughly a third of the runway is on, the northern end. Use as a runway is granted through an easement with the US Fish and Wildlife for "constructing, operating, and maintaining an airport runway."
    - The property is owned by the federal government, which would meet "good title" requirements.
- Penn Property: The property north of the Balcones Land easement is privately owned. The Penns have mentioned the possibility to donate land to allow for a runway extension. No formal negotiations have started at this point. The minimum amount of property needed to acquire would be the length needed for the runway extension, its associated Runway Object Free Area (ROFA), and the ultimate Runway Protection Zone (RPZ)

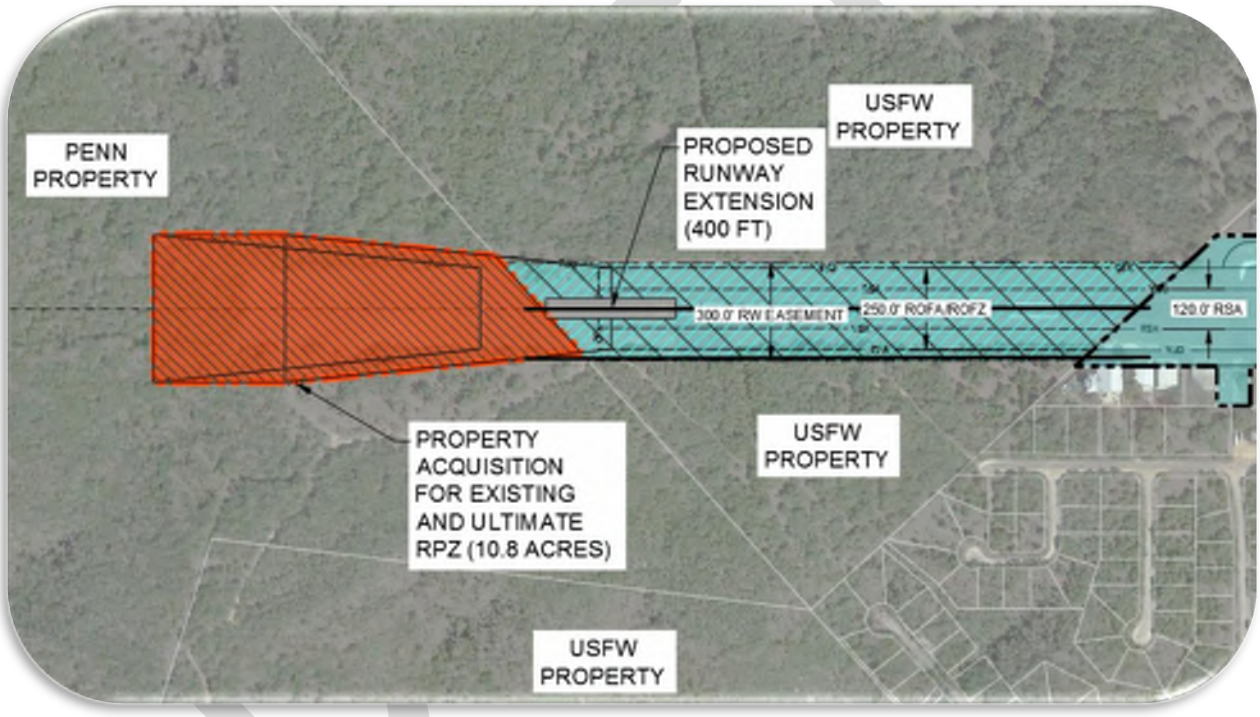


*Figure 33 - Runway Extension Concept*

Lago Vista – Rusty Allen Airport is a highly utilized airport. Increasing runway length, even if it is a displaced extension, adds to the safety and usability of the airport. While the airport is unique, with many challenges, the proposed runway extension and the solutions to non-standard conditions would allow the airport to operate in more safe and standardized manner.

## Runway Extension Recommendation

It is recommended that the City include a runway extension in the long range plan for the airport. The runway extension was in a previous iteration of the Airport Layout Plan and based on findings a runway

extension would better serve the airport users. Other developments including property acquisition and hangar and tie-down development would be of higher priority as the City needs to have a foundation of facilities to generate revenue and allow better access to itinerant traffic. The City should continue to pursue land acquisition options with the Penn property to the North, especially if land donation is possible. If a property acquisition is viable, the footprint should include Runway Protection Zone (RPZ) area for the existing and extended runway. The City should coordinate with TxDOT Aviation Division throughout the land acquisition process. If land is acquired for the extended runway RPZ, the City would then coordinate with TxDOT Aviation for environmental considerations for the runway extension, which may require an Environmental Assessment. There are some known endangered bird species in the vicinity of the airport, so it is possible that a runway extension is not feasible.

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## NON-STANDARD EXISTING WEST SIDE PARALLEL TAXIWAY AND HOLDLINE SEPARATION

The existing west side parallel taxiway is approximately 25 feet or so too close to the Runway. The standard centerline separation for a B-I (small) airport is 150 feet. The existing west parallel taxiway separation is closer to 125 feet. The existing hold lines are also at non-standard locations. They are painted at the Runway Safety Area instead of at the correct distance of 125 feet which corresponds to the Runway Object Free Area (ROFA) and the Runway Object Free Zone (OFZ). To relocate the parallel taxiway to its standard separation would require removal of approximately 23 existing hangars due to the Taxiway OFA. The cost and process would be prohibitive.

- Mitigation Alternatives
    - **Runway Shift**: One alternative to address the non-standard west side parallel taxiway would be to shift the entire runway east. An initial analysis of the site indicates that a shift to the east of 20 feet would put the west parallel taxiway at the correct separation. This would require full reconstruction of the east side parallel and a reconstruction of much of the runway as FAA standards do not allow an offset runway crown. A new full airspace analysis survey would likely be required to update the GPS procedure to Runway 15. In addition, the Taxiway OFA would still not be clear on the west side, which is still non-standard. Due to the very high cost of this concept and that it doesn't fully address the non-standard taxiway, this alternative is not recommended.
    - **Individual Hangar Access Taxiways**: Another solution to standardize would be to abandon the existing west parallel taxiway pavement and construct individual access taxiways from the existing hangars, perpendicular to the runway, installing holdlines at the correct locations. While this is not ideal as it introduces several access points to the runway, it would meet FAA standards. In addition to the single access taxiways, an additional connector taxiway between the east side parallel taxiway and the runway would allow aircraft to cross the runway and minimizing taxiing on the runway.
        - One possible issue with this approach is the idea of direct access from an apron to a runway. There is guidance in the FAA Advisory Circular 150/5300-13A, *Airport Design*, which does not allow taxiway design to allow direct access from an apron to a runway unless there is a turn involved. The intent of this guidance is to prevent unintentional entrance to the runway area from public aprons where someone not familiar with the airfield could accidentally enter the runway. This approach to standardization would not violate the intent of the direct access guidance.
        - This would be a costly approach and since these would serve only certain individual hangars and TxDOT Aviation's (and FAA) policy would not participate in the funding for these.
    - **Re-Stripe Holdline at Correct Location**. Another solution, while unconventional, would be to cease considering the parallel taxiway as a parallel taxiway, but consider it similar to apron pavement and install a hold line along its length. This would mean that any aircraft using the pavement to taxi would be inside the OFZ, similar to when aircraft back taxi on the runway, which is already done frequently as runway 15 is the favored

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end. This approach is actually shown on the current Airport Layout Drawing (ALD). As with the previous alternative, an additional connector taxiway could be constructed to minimize taxiing inside an active Runway OFZ. While this is an unconventional, it would seem to meet the intent of the FAA standards for airport design. The piece of parallel taxiway along the proposed tie-down apron would be designed at the correct separation from the runway. This is depicted below:

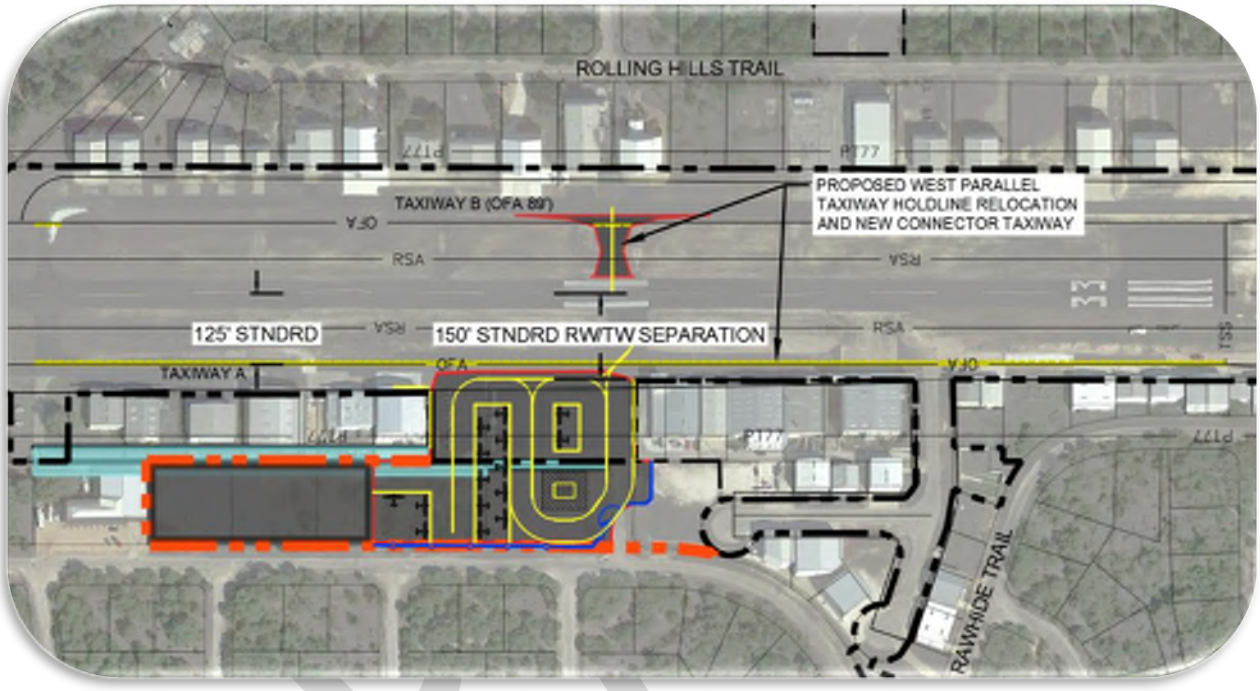


*Figure 34 - Holdline Relocation and new Connector Taxiway*

## West Side Parallel Taxiway/Holdline Recommendation

If TxDOT and the City deems that mitigation of the non-standard west side parallel taxiway is needed, it is recommended that to mitigate the non-standard west side parallel taxiway and holdline, the holdline be re-striped at the correct location. This is the approach shown on the current approved Airport Layout Drawing (ALD).

## 2.3 PROPOSED AIRPORT IMPROVEMENT PROGRAM

The following is a proposed Capital Improvement Program. AT THIS POINT PRIORITZATION AND TIMING STILL NEEDS TO BE DETERMINED

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## Lago Vista - Rusty Allen Airport (RYW) Capital Improvement Plan (CIP) Estimates

| No. | Year Priority | Project Description (Development Legend #) | Total Cost | City of Lago Vista | TxDOT Aviation (FAA/State) | Other | Remarks |
|---|---|---|---|---|---|---|---|
| | | Property Acquisition for Development | $1,650,000 | $165,000 | $1,485,000 | | Property reimbursement through TxDOT may be retroactive. |
| | | RPZ North Acquisition | $10,000 | $1,000 | $9,000 | | Possible Land Donation. 90% of Appraised Value can be banked as "In-Kind" match funds. |
| | | RPZ South Acquisition | $148,000 | $14,800 | $133,200 | | |
| | | West Side Tie-Down Apron -Phase 1 (1) | $1,443,000 | $144,300 | $1,298,700 | | Potential revenue increase for tie-down fees, better access for public use. |
| | | East Side Hangar Development-Phase 1 (2) | $2,486,667 | $248,667 | $2,238,000 | | TxDOT Aviation maximum grant for hangar building portion is $600k. The estimated cost is assuming a total hangar only cost is $666,667, which is likely not enough to construct the number of hangars shown on the Development Plan. |
| | | Fuel Farm (3) | $500,000 | $125,000 | $375,000 | | Until Fuel Farm is viable, consider new fuel agreement which includes a flowage fee to City. |
| | | Connector Taxiway and Relocated Holdline (4) | $224,000 | $22,400 | $201,600 | | Could be included in another project. |
| | | Helicopter Parking Area (5) | $250,000 | $25,000 | $225,000 | | Could be included in another project. |
| | | Parking Fencing and Gates (6) | $340,000 | $170,000 | $170,000 | | May be done with RAMP funds, phased. |
| | | City Box Hangar (7) | $325,625 | $32,563 | $293,063 | | Would be revenue generating. |
| | | Runway Extension, Widening, Lighting (8) | $1,374,000 | $137,400 | $1,236,600 | | Further study would be required to determine feasibility. Coordination with TxDOT, USFW, and Penn property would be required. |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Terminal Building (9) | $700,000 | $350,000 | $350,000 | | The cost shown here is for a traditional GA terminal building. |
| | | Perimeter Road (10) | $190,000.00 | $95,000.00 | $95,000.00 | | May be done through RAMP funds, phased. |
| | | Non-TxDOT Tie-Down Area (11) | $300,000.00 | $300,000.00 | $0.00 | | The estimated cost includes full paving. The City may also consider grassed tie-down areas for minimal costs. |
| | | **Total** | $ 9,941,292 | $ 1,831,129 | $ 8,110,163 | | |
| | | **Annual Averaged Over 20 Years** | $ 497,064.59 | $ 91,556.46 | $405,508.13 | | |

Note: TxDOT Aviation's funding is not guaranteed. The contributions shown are based on TxDOT policy for match percentages for certain types of projects. TxDOT Aviation's funding is limited and it may or may not agree to fund these projects.

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# Appendix 1: Airport Layout Plan

Airport Layout Drawing (To be included in Finalized Document)

Inner Approach Surface Drawing (To be included in Finalized Document)

Airport Property Map (To be included in Finalized Document)

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# Appendix 2: Action Plan Exhibits

Exhibit 1 Airport Proposed Property Plan

Exhibit 2 Lago Vista Airport Environ Zoning

Exhibit 3 Proposed Airport Development Plan

Exhibit 4 Lago Vista Airspace

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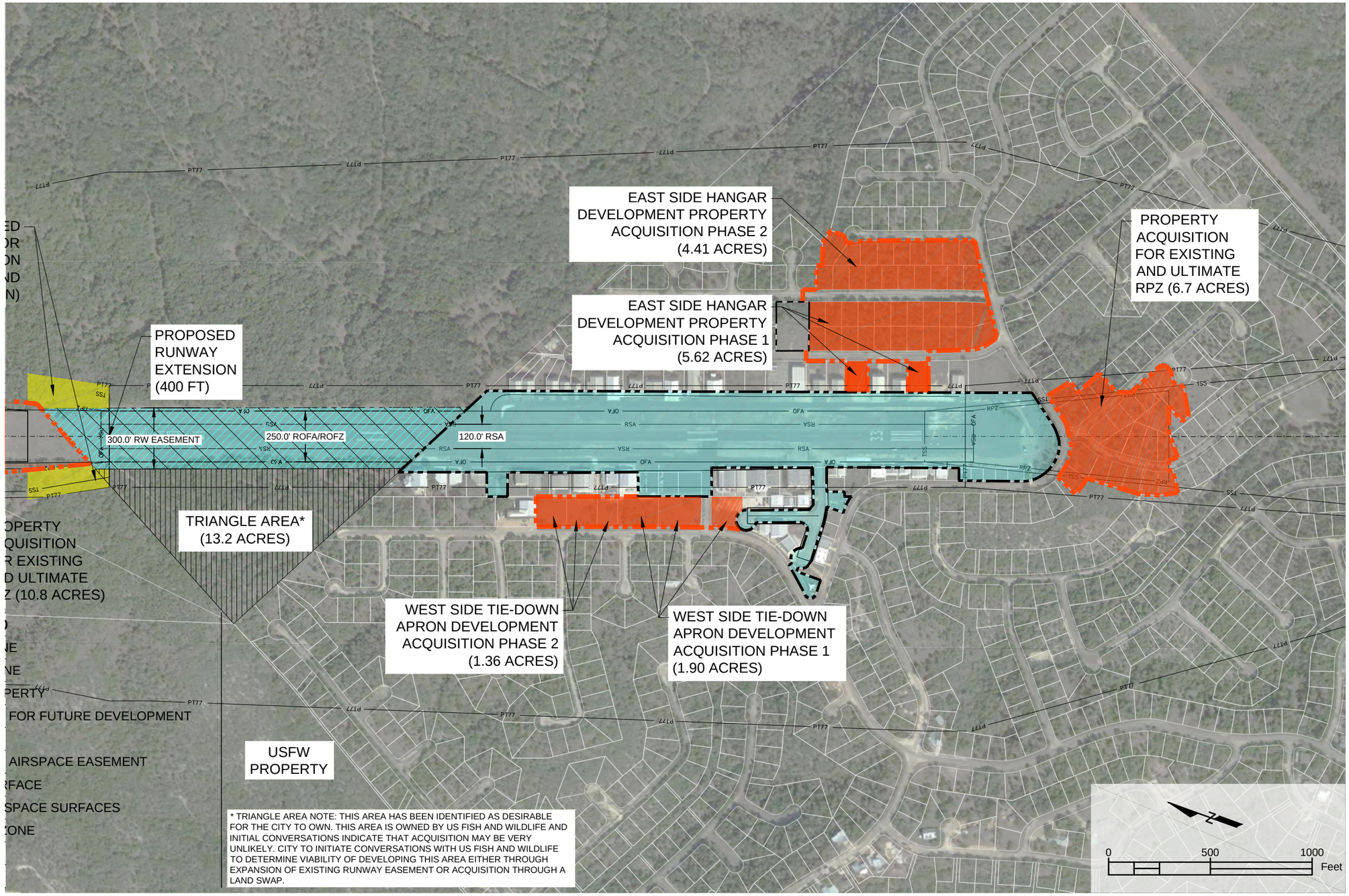
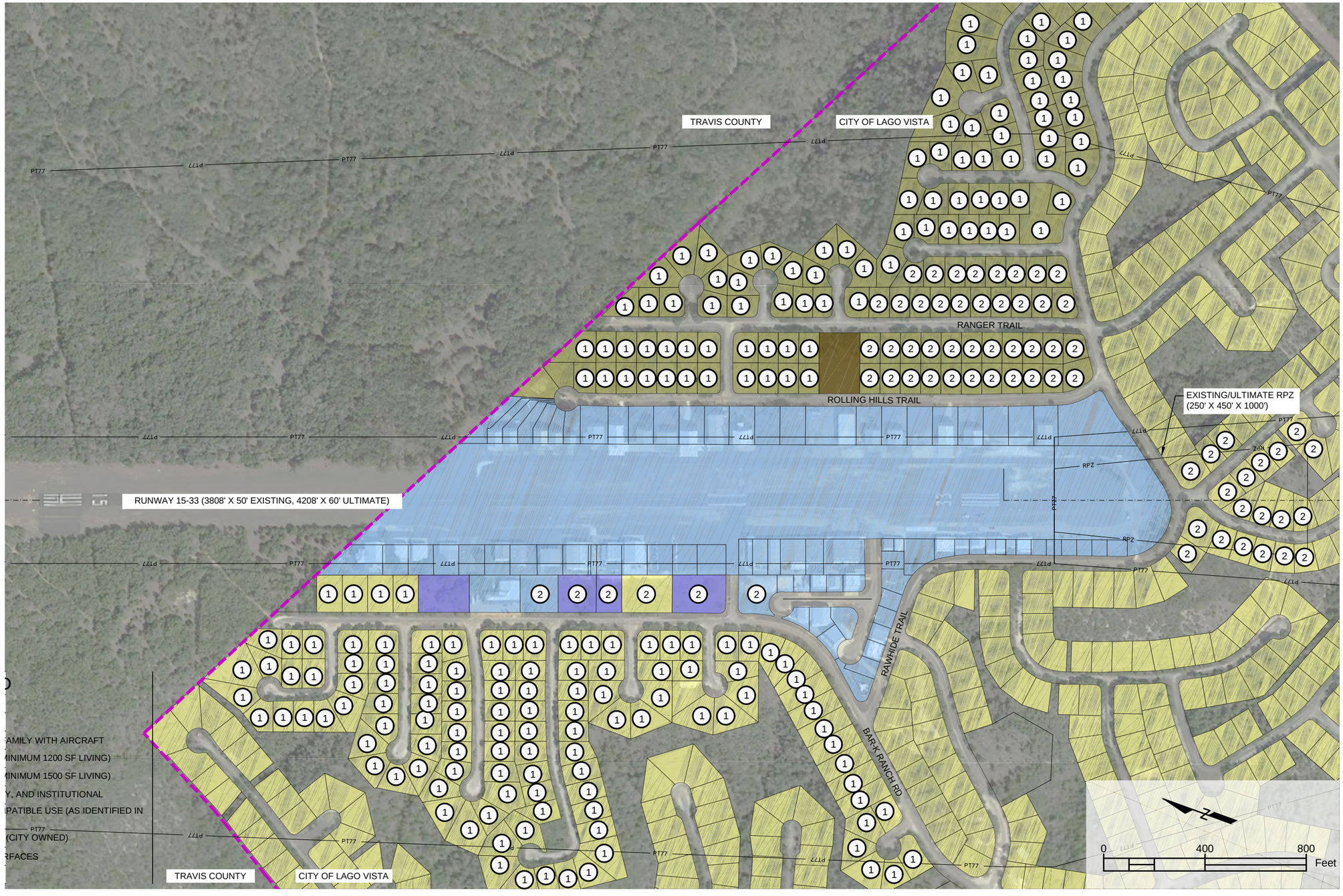



ROPERTY PLAN

LAGO VISTA - RUSTY ALLEN AIRPORT
2030 AIRPORT ACTION PLAN
CITY OF LAGO VISTA, TX

PARKHILL SMITH&COOPER

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LAGO VISTA - RUSTY ALLEN AIRPORT
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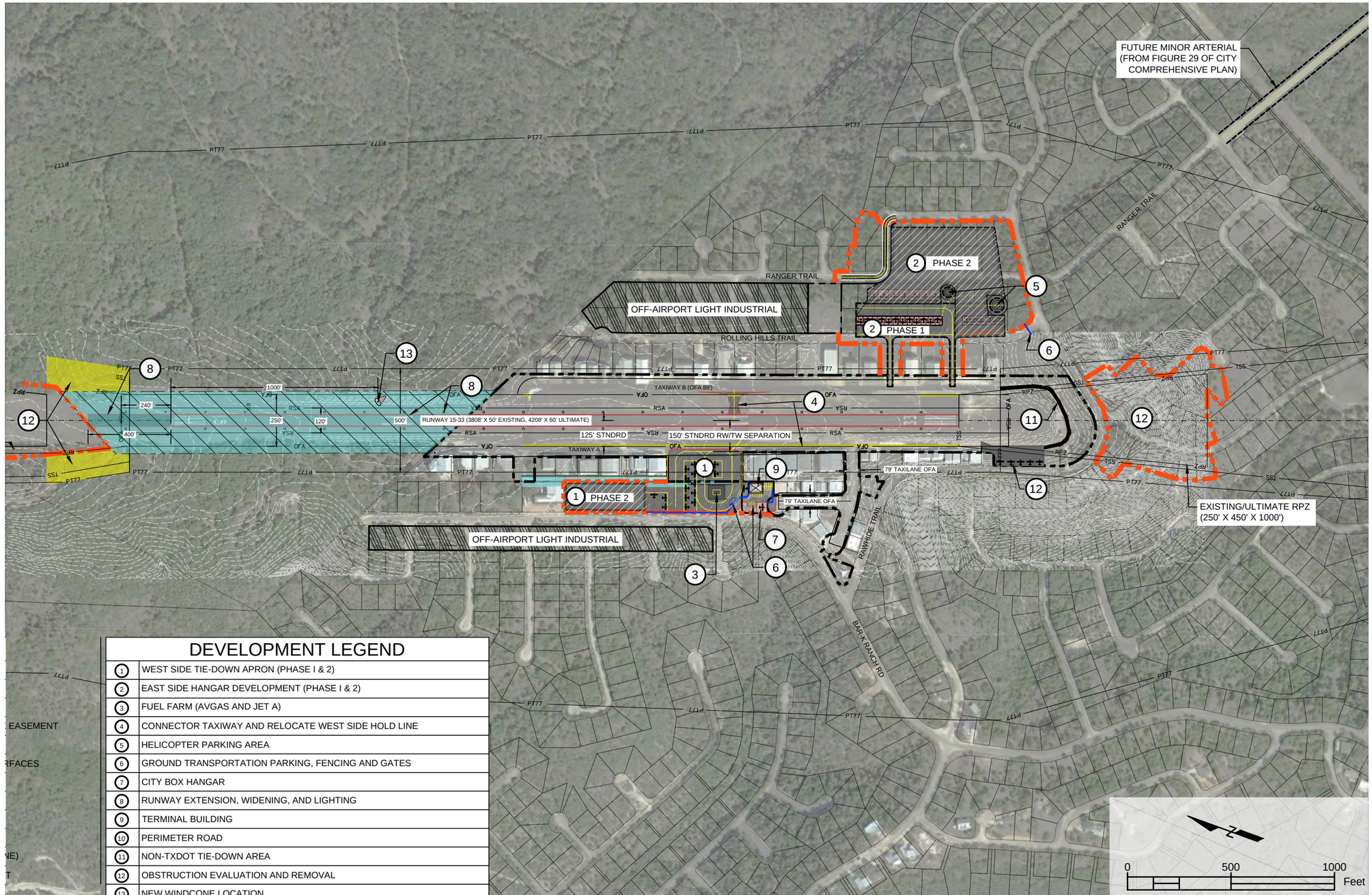
CITY OF LAGO VISTA, TX

PARKHILL SMITH&COOPER

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LAGO VISTA - RUSTY ALLEN AIRPORT
2030 AIRPORT ACTION PLAN
CITY OF LAGO VISTA, TX

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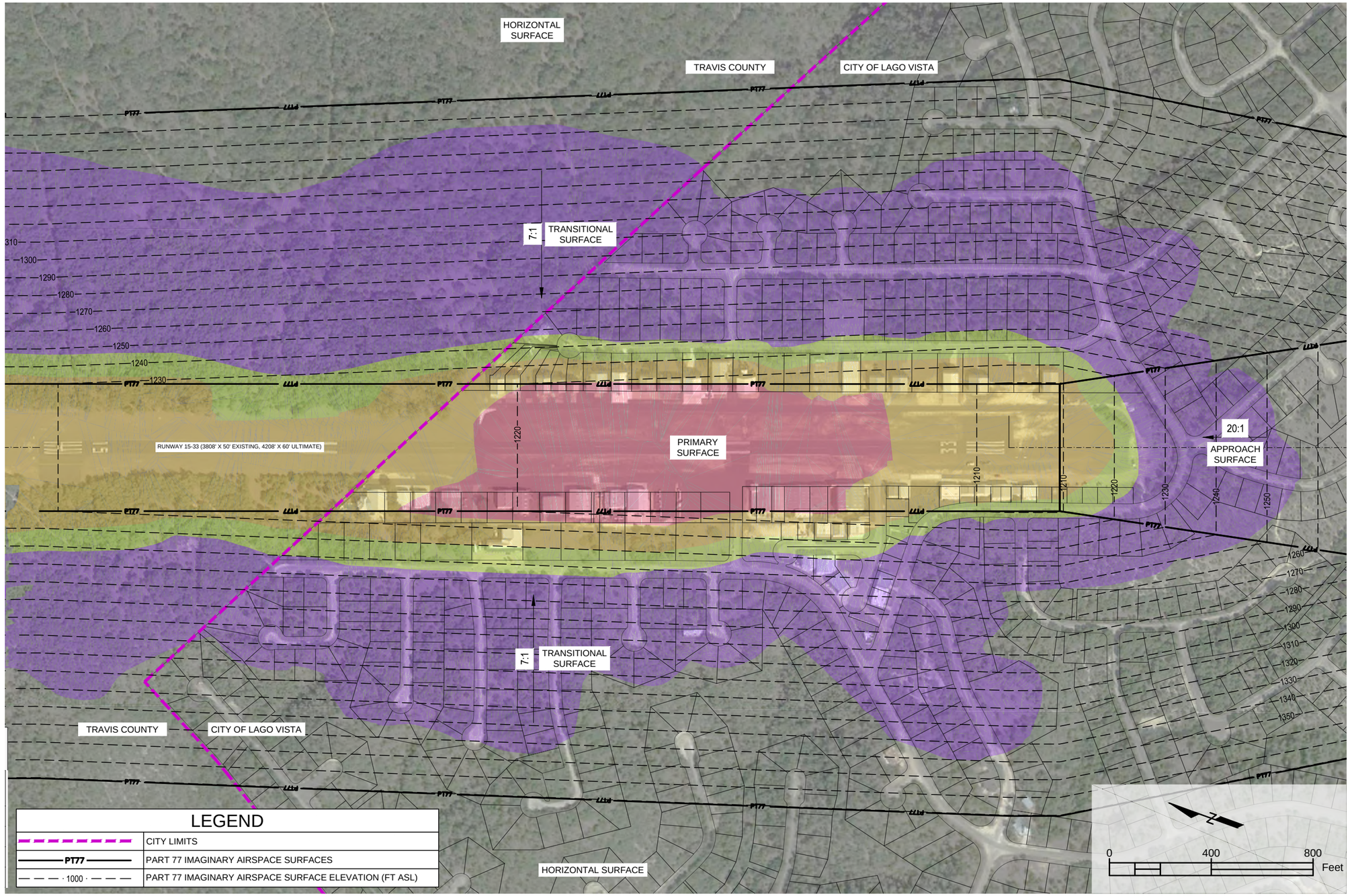


LAGO VISTA - RUSTY ALLEN AIRPORT
2030 AIRPORT ACTION PLAN
CITY OF LAGO VISTA, TX

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# Appendix 3: TxDOT Documents

Height Hazard Zoning Template

TxDOT Model Rules and Regulations

TxDOT Model Minimum Standards (FBO)

TxDOT Model Lease Agreement

FAA Form 7460

RAMP Program Information

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# APPENDIX C

## *AIRPORT HAZARD ZONING ORDINANCE*

**_____ Airport Hazard Zoning Regulations**

Regulating and restricting the height of structures and objects of natural growth and otherwise regulating the use of property in the vicinity of the _____ Airport, _____, Texas, by creating the appropriate zones and establishing the boundaries thereof; providing for restrictions of such zones and the enforcement of such restrictions; defining certain terms used herein; referring to the _____ Airport Hazard Zoning Map prepared by _____, dated _____1, which is incorporated in and made a part of these regulations; providing for a board of adjustment; and imposing penalties.

**Whereas,** these regulations are adopted pursuant to the authority conferred by the Airport Zoning Act, Texas Local Government Code, §§241.001 et seq.

**Whereas,** the Legislature of the State of Texas finds that:

- an airport hazard endangers the lives and property of users of the airport and of occupants of land in the vicinity of the airport;
- an airport hazard that is an obstruction reduces the size of the area available for the landing, taking off, and maneuvering of aircraft, tending to destroy or impair the utility of the airport and the public investment in the airport;
- the creation of an airport hazard is a public nuisance and an injury to the community served by the airport affected by the hazard;
- it is necessary in the interest of the public health, public safety, and general welfare to prevent the creation of an airport hazard;
- the creation of an airport hazard should be prevented, to the extent legally possible, by the exercise of the police power without compensation; and
- the prevention of the creation of an airport hazard and the elimination, the removal, the alteration, the mitigation, or the marking and lighting of an airport hazard are public purposes for which a political subdivision may raise and spend public funds and acquire land or interests in land.

**Accordingly,** it is declared that the City of _____ benefits from the use of the _____ Airport and the City Council of the City of _____ permits the _____ Airport to be used by the public to an extent that the airport fulfills an essential community purpose; therefore, the _____ Airport is **used in the interest of the public**.

Therefore, be it ordered by the _____ Joint Airport Zoning Board of the City Council of the City of _____, Texas, and the Commissioners Court of _____ County, Texas:

**Section 1. Short Title**

These regulations shall be known and may be cited as the "_____ **Airport Hazard Zoning Regulations**."

**Section 2. Definitions**

As used in these regulations, unless the context otherwise requires:

**A. Administrative Agency —** The appropriate person or office of a political subdivision which is responsible for the administration and enforcement of the regulations prescribed herein. The administrative agency is set forth in Section 3 of these regulations.

**B. Airport —** The _____ Airport, _____, Texas; including the ultimate development of that facility.

**C. Airport Elevation —** 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). The airport elevation of the _____ Airport is _____ feet above mean sea level (MSL).

**D. Airport Hazard —** Any structure, tree, or use of land which obstructs the airspace required for the flight of aircraft or obstructs or interferes with the control, tracking, and/or data acquisition in the landing, takeoff, or flight at an airport or any installation or facility relating to flight, tracking, and/or data acquisition of the flight craft; is hazardous to, interferes with, or obstructs such landing, takeoff, or flight of aircraft; or is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.

**E. Approach Surface —** A surface longitudinally centered on the extended runway centerline, extending outward and upward from each end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 5 of these regulations. In plan, the perimeter of the approach surface coincides with the perimeter of the approach zone.

**F. Approach, Conical, Horizontal, and Transitional Zones —** These zones are set forth in Section 4 of these regulations.

**G. Board of Adjustment —** A board so designated by these regulations as provided in Texas Local Government Code, §241.032. Provisions for the board of adjustment are set forth in Section 9 of these regulations.

**H. Conical Surface —** A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) feet horizontally for each one (1) foot vertically for a horizontal distance of four-thousand (4,000) feet.

**I. Hazard to Air Navigation —** An obstruction or use of land determined to have a substantial adverse effect on the safe and efficient utilization of navigable airspace.

**J. Height —** For the purpose of determining the height limits in all zones set forth in these regulations and shown on the hazard zoning map, the datum shall be height above mean sea level (MSL) elevation as measured in feet.

**K. Horizontal Surface —** A horizontal plane one-hundred fifty (150) feet above the established airport elevation which in plan coincides with the perimeter of the horizontal zone.

**L. Nonconforming Use, Structure, or Tree —** Any structure, tree, or use of land which is inconsistent with the provisions of these regulations and which is existing as of the effective date of these regulations.

**M. Nonprecision Instrument Runway —** A runway having an existing instrument approach procedure utilizing air navigation facilities or other equipment that provides only horizontal guidance or area type navigation equipment. This also includes a runway for which a nonprecision instrument approach procedure has been approved or planned. Runway _____ is considered a nonprecision instrument runway.

**N. Obstruction —** Any structure, tree, or other object, including a mobile object, which exceeds a limiting height set forth in Section 5 of these regulations or is an airport hazard.

**O. Other than Utility Runway —** A runway designed for and intended to be used by propeller driven aircraft of more than twelve-thousand five-hundred (12,500) pounds maximum gross weight and jet powered aircraft. Runway _____ at the _____ Airport is considered an other than utility runway.

**P. Person —** 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.

**Q. Precision Instrument Runway —** A runway having an existing instrument approach procedure utilizing air navigation facilities or other equipment which provide both horizontal and vertical guidance. This also includes a runway for which a precision instrument approach procedure has been approved or planned. Runway _____ at the _____ Airport is considered a precision instrument runway.

**R. Primary Surface —** A _____ foot wide surface longitudinally centered on the runway extending the full length of the ultimate runway configuration plus two-hundred (200) feet beyond each ultimate end of the runway. The elevation of any point on the primary surface is the same as the nearest point on the existing or ultimate runway centerline.

**S. Runway —** A defined area on the airport prepared for the landing and taking off of aircraft along its length. The zoned length of Runway _____ at the _____ Airport is _____ feet.

**T. Structure —** An object, including a mobile object, constructed or installed by man including, but not limited to, buildings, towers, cranes, smokestacks, poles, earth formations, overhead power lines, and traverse ways. Traverse ways are considered to be the heights set forth in 14 C.F.R. Part 77.23.

**U. Transitional Surfaces —** Surfaces extending perpendicular to the runway centerline and the extended runway centerline outward from the edges of the primary surface and the approach surfaces at a slope of seven (7) feet horizontally for each one (1) foot vertically to where they intersect the horizontal surface. Transitional surfaces for those portions of the precision approach surface which extend through and beyond the limits of the conical surface extend at a slope of seven (7) feet horizontally for each one (1) foot vertically for a distance of five-thousand (5,000) feet measured horizontally from either edge of the approach surface and perpendicular to the extended runway centerline.

**V. Tree —** Any type of flora and an object of natural growth.

**Section 3. Administrative Agency**

It shall be the duty of the office of _____ to administer and enforce the regulations prescribed herein and is hereby designated as the administrative agency.

**Section 4. Zones**

In order to carry out the provisions of these regulations, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, conical surface, horizontal surface, and transitional surfaces as they apply to the airport. Such surfaces are shown on the _____ Airport Hazard Zoning Map consisting of one (1) sheet, prepared by _____ and dated _____, which is hereby attached to these regulations 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:

**A.** Approach Zones — Approach zones are hereby established beneath the approach surfaces at each end of Runway _____ at the airport for an other than utility runway with _____ landings. The approach surface shall have an inner edge width of _____ feet, which coincides with the width of the primary surface, at a distance of two-hundred (200) feet beyond each runway end, widening thereafter uniformly to a width of _____ feet at a horizontal distance of _____ feet beyond the end of the primary surface. The centerline of the approach surface is the continuation of the centerline of the runway.

**B.** Conical Zone — A conical zone is hereby established beneath the conical surface at the airport which extends outward from the periphery of the horizontal surface for a horizontal distance of four-thousand (4,000) feet.

**C.** Horizontal Zone — A horizontal zone is hereby established beneath the horizontal surface at the airport which is a plane one-hundred fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of ten-thousand (10,000) feet radii from the center of each end of the primary surface and connecting the adjacent arcs by lines tangent to those arcs.

**D.** **Transitional Zones** — Transitional zones are hereby established beneath the transitional surfaces at the airport. Transitional surfaces, symmetrically located on either side of the runway, have variable widths as shown on the _____ Airport Hazard Zoning Map. Transitional surfaces extend outward perpendicular to the runway centerline and the extended runway centerline from the periphery of the primary surface and the approach surfaces to where they intersect the horizontal surface. Where the precision instrument runway approach surface projects through and beyond the conical surface, there are hereby established transitional zones beginning at the sides of and at the same elevation as the approach surface and extending for a horizontal distance of five-thousand (5,000) feet as measured perpendicular to the extended runway centerline.

**Section 5. Height Limitations**

Except as otherwise provided in Section 8 of these regulations, no structure shall be erected, altered, or replaced and no tree shall be allowed to grow in any zone created by these regulations to a height in excess of the applicable height limitations herein established for such zone except as provided in Paragraph E of this Section. Such applicable height limitations are hereby established for each of the zones in question as follows:

**A**. Approach Zones — Slope one (1) foot in height for each _____ feet in horizontal distance beginning at the end of and at the same elevation as the primary surface and extending to a point _____ feet beyond the end of the primary surface.

**B.** Conical Zone — Slopes one (1) foot in height for each twenty (20) feet in horizontal distance beginning at the periphery of the horizontal zone and at one-hundred fifty (150) feet above the airport elevation and extending to a height of three-hundred fifty (350) feet above the airport elevation, or to a height of _____ feet above mean sea level.

**C.** Horizontal Zone — Established at one-hundred fifty (150) feet above the airport elevation, or at a height of _____ feet above mean sea level.

**D.** Transitional Zones — Slope one (1) foot in height for each seven (7) feet in horizontal distance beginning at the sides of and at the same elevations as the primary surface and the approach surfaces.

**E.** Excepted Height Limitation — *Nothing contained in these regulations shall be construed as prohibiting the growth, construction, or maintenance of any structure or tree to a height of up to* fifty (50) feet *above the surface of the land at its location.*

### Section 6. Land Use Restrictions

Except as provided in Section 7 of these regulations, no use may be made of land or water within any zone established by these regulations 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, create potential bird strike hazards, or otherwise in any way endanger or interfere with the landing, taking off, or maneuvering of aircraft intending to use the airport.

### Section 7. Nonconforming Uses, Structures, and Trees

**A. Nonconforming Uses** — Nothing contained in these regulations shall be construed as requiring changes in or interference with the continuance of any nonconforming use of land.

**B. Nonconforming Structures** — Nothing contained in these regulations shall be construed as to require the removal, lowering, or other change to any existing nonconforming structure including all phases or elements of a multiphase structure the construction of which was begun prior to the effective date of these regulations and is diligently prosecuted.

**C. Nonconforming Trees** — Nothing in these regulations shall be construed as to require the removal, lowering, or other change to any nonconforming tree. However, any nonconforming tree which grows to a greater height than it was as of the effective date of these regulations is subject to the provisions of these regulations as described in Section 5 herein above.

### Section 8. Permits and Variances

**A. Permits** — Any person who desires to replace, rebuild, substantially change, or repair a nonconforming structure or replace or replant a nonconforming tree must apply for and receive a permit, and **the permit shall be granted**. However, no permit shall be granted which would allow the establishment of an airport hazard or allow a nonconforming

structure or tree to exceed its original height or become a greater hazard to air navigation than it was at the time of the adoption of these regulations. Applications for permit shall be applied to and issued by the administrative agency.

**B. Variances —** Any person who desires to erect, substantially change, or increase the height of any structure or establish or allow the growth of any tree which would exceed the height limitations set forth in Section 5 of these regulations or change the use of property in such a way as to create a hazardous condition as described in Section 6 of these regulations must apply to the board of adjustment and receive a variance. The application for variance must be accompanied by a determination from the Federal Aviation Administration under 14 C.F.R. Part 77 as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in practical difficulty or unnecessary hardship and the granting of relief would result in substantial justice, not be contrary to the public interest, and be in accordance with the spirit of these regulations.

**C. Requirements and Reasonable Conditions**

(1) Any permit granted may, at the discretion of the administrative agency, impose a requirement to allow the installation and maintenance, at the expense of the administrative agency, of any markers or lights as may be necessary to indicate to flyers the presence of an airport hazard.

(2) Any variance granted may, at the discretion of the board of adjustment, impose **any reasonable conditions** as may be necessary to accomplish the purpose of these regulations.

### Section 9. Board of Adjustment

**A.** The Board of Adjustment of _____ is hereby designated as the board of adjustment for the purposes of these regulations and shall have and exercise the following powers:

(1) to hear and decide appeals from any order, requirement, decision, or determination made by the Administrative Agency in the administration or enforcement of these regulations;

(2) to hear and decide special exceptions to the terms of these regulations when the board is required to do so; and

(3) to hear and decide specific variances.

**B.** The board of adjustment shall be comprised of five (5) members and shall adopt rules for its governance and procedure in harmony with the provisions of these regulations. Meetings of the board of adjustment shall be held at the call of the chairman and at such times as the board of adjustment may determine. The chairman, or in his/her absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the board of adjustment shall be public. The board of adjustment shall keep minutes of its proceedings showing the vote of each member upon each question or if any member is absent or fails to vote, indicating such fact and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the board of adjustment or in the office of _____. All such records shall be public records.

**C.** The board of adjustment shall make written findings of fact and conclusions of law stating the facts upon which it relied when making its legal conclusions in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of these regulations.

**D.** The concurring vote of four (4) members of the board of adjustment shall be necessary to reverse any order, requirement, decision, or determination of the administrative agency, to decide in favor of the applicant on any matter upon which it is required to pass under these regulations, or to effect any variance to these regulations.

### Section 10. Appeals

**A.** Any person aggrieved or any taxpayer affected by a decision of the administrative agency made in the administration of these regulations may appeal to the board of adjustment if that person or taxpayer is of the opinion that a decision of the administrative agency is an improper application of these regulations. This same right of appeal is extended to the governing bodies of the City of _____ and _____ County, Texas, and to the _____ Joint Airport Zoning Board.

**B.** All appeals hereunder must be taken within a reasonable time as provided by the rules of the board of adjustment by filing a notice of appeal with the board of adjustment and the administrative agency specifying the grounds for the appeal. The administrative agency shall forthwith transmit to the board of adjustment all papers constituting the record upon which the action appealed was taken.

**C.** An appeal shall stay all proceedings in furtherance of the action appealed unless the administrative agency certifies in writing to the board of adjustment 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.

**D.** 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, by agent, and/or by attorney.

**E.** The board of adjustment may reverse or affirm, in whole or in part, or modify the administrative agency's order, requirement, decision, or determination from which an appeal is taken and make the correct order, requirement, decision, or determination, and for this purpose the board of adjustment has the same authority as the administrative agency.

### Section 11. Judicial Review

Any person aggrieved or any taxpayer affected by a decision of the board of adjustment may present to a court of record a petition stating that the decision of the board of adjustment is illegal and specifying the grounds of the illegality as provided by and in accordance with the provisions of Texas Local Government Code, §241.041. This same right of appeal is extended to the governing bodies of the City of _____, Texas, and _____ County, Texas, and to the _____ Joint Airport Zoning Board.

**Section 12. Enforcement and Remedies**

The governing bodies of the City of _____, Texas, or _____ County, Texas, or the _____ Joint Airport Zoning Board may institute in a court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of these regulations or of any order or ruling made in connection with their administration or enforcement including, but not limited to, an action for injunctive relief.

**Section 13. Penalties**

Each violation of these regulations or of any order or ruling promulgated hereunder shall constitute a misdemeanor and upon conviction shall be punishable by a **fine of not more than $200** and each day a violation continues to exist shall constitute a separate offense.

**Section 14. Conflicting Regulations**

Where there exists a conflict between any of the regulations or limitations prescribed herein and any other regulation applicable to the same area, 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 control.

**Section 15. Severability**

If any of the provisions of these regulations or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these regulations which can be given effect without the invalid provision or application and to this end, the provisions of these regulations are declared to be severable.

**Section 16. Adherence with State Laws**

Any actions brought forth by any person or taxpayer as a result of the administration, enforcement, or the contesting these regulations will be in accordance with the provisions of Texas Local Government Code, §§241.001 et seq and other applicable State laws.

**Section 17. Effective Date**

**Whereas,** the immediate operation of the provisions of these regulations is necessary for the preservation of the public health, safety, and general welfare, an **emergency** is hereby declared to exist and these regulations shall be in full force and effect from and after their adoption by the _____ Joint Airport Zoning Board.

**Adopted** by the _____ Joint Airport Zoning Board this ____ day of _____ 20___.

_____
Chairman, _____
Joint Airport Zoning Board

_____
Member

_____
Member

_____
Member

_____
Member

**Attest:**_____
City Secretary of the City of_____, Texas

# Appendix D - Forms

**Texas Department of Transportation**

**Aviation Division**

**Airport Hazard Zoning**

The attached are procedural forms for enacting airport zoning regulations in accordance with the provisions of the Airport Zoning Act, Texas Local Government Code, §§241.001 et seq.

These forms were designed to utilize a City - County Joint Airport Zoning Board which can be created by cooperation between the City and County, in accordance with the provisions of the Airport Zoning Act, Texas Local Government Code, §241.014 for hazard zoning the airport, and the hazard areas appertaining to the airport extending beyond the city limits into the unincorporated areas the county.

**Ordinance of the City Council of _____, Texas**
**Ordinance No._____**

**An ordinance creating a joint airport zoning board and investing such joint airport zoning board with the powers such boards are authorized to exercise under the provisions of the Airport Zoning Act, Texas Local Government Code, §§241.001 et seq.**

**Be it Ordained by the City Council of Del Rio, Texas:**

**Section 1.** Subject to like provisions being made by the Commissioners Court of _____ County, Texas, by proper order, duly promulgated and entered on their minutes, and as authorized by the provisions of the Airport Zoning Act, Texas Local Government Code, §§241.001 et seq, there is hereby created a joint airport zoning board, to be known as the City of _____-_____ County Joint Airport Zoning Board, which board shall have the powers and exercise the duties set forth in Texas Local Government Code, §241.014.

**Section 2.** The City of _____-_____ County Joint Airport Zoning Board shall be composed of five (5) members; two (2) members to be appointed by this city council and two (2) members to be appointed by the Commissioners Court of _____ County, Texas; the fifth (5th) member shall be elected by a majority of the members so appointed and said fifth (5th) member shall serve as Chairman of the City of _____-_____ County Joint Airport Zoning Board.

**Section 3.** Exercising its rights as an appointing authority, the City Council of the City of _____, Texas, so chooses to hereby appoint members to a new joint airport zoning board. Therefore, (Print or type names) _____ and _____ are hereby appointed as this city's members on said City of _____-_____ County Joint Airport Zoning Board and may continue to serve solely at the discretion of this city council.

**Section 4.** Whereas, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public health, safety, and general welfare, an **emergency** is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by this city council and its reading and posting as required by law.

**Enacted and passed this** _____ day of _____, 20___, at a regular meeting of the City Council of _____, Texas, by the following vote:

_____ members voting **Aye**, and _____ members voting **Nay**.

_____
Mayor of the City of _____, Texas

| | |
|---|---|
| _____ | _____ |
| City Council Member | City Council Member |
| _____ | _____ |
| City Council Member | City Council Member |
| _____ | _____ |
| City Council Member | City Council Member |

**Attest:**_____
City Secretary of the City of _____, Texas

**Order of the Commissioners Court of _____ County, Texas**

**On this** the _____ day of _____, 20___, there came on to be considered by the Commissioners Court of _____ County, Texas, at a regular term of such court, the matter of the creation of a joint airport zoning board to exercise the powers authorized such boards by the provisions of the Airport Zoning Act, Texas Local Government Code, §§241.001 et seq, to adopt and provide for the administration and enforcement of airport zoning regulations applicable to airport hazard areas in this county, and it further appearing to this court that the creating of such a joint airport zoning board is in the public interest of this county.

**It is therefore ordered,** subject to like provisions being made by the City Council of the City of _____, Texas, by proper ordinance, duly promulgated and entered on their minutes, and as authorized by the provisions of the Airport Zoning Act, Texas Local Government Code, §§241.001 et seq, there is hereby created a joint airport zoning board, to be known as the City of _____-_____ County Joint Airport Zoning Board, which board shall have the powers and exercise the duties set forth in Texas Local Government Code, §241.014.

**It is further ordered,** that the City of _____-_____ County Joint Airport Zoning Board shall be composed of five (5) members; two (2) members to be appointed by the City Council of the City of _____, Texas, and two (2) members to be appointed by this commissioners court; the fifth (5th) member shall be elected by a majority of the members so appointed and said fifth (5th) member shall serve as Chairman of the City of _____-_____ County Joint Airport Zoning Board.

**Exercising its rights as an appointing authority,** the Commissioners Court of _____ County, Texas, so chooses to hereby appoint members to a new joint airport zoning board.

**Therefore, it is ordered** that (print or type names) _____ and _____ are hereby appointed as this county's members on said City of _____-_____ County Joint Airport Zoning Board and may continue to serve solely at the discretion of this commissioners court.

**Whereas,** the immediate operation of the provisions of this order is necessary for the preservation of the public health, safety, and general welfare, an **emergency** is hereby declared to exist and this order shall be in full force and effect from and after its enactment by this commissioners court and reading and posting as required by law.

**Passed** by the Commissioners Court of _____ County, Texas, this _____ day of _____, 20___.

_____
County Judge of _____ County, Texas

_____
Commissioner, Precinct #1

_____
Commissioner, Precinct #2

_____
Commissioner, Precinct #3

_____
Commissioner, Precinct #4

**Attest:**_____
County Clerk of _____ County, Texas

**City of _____-_____ County Joint Airport Zoning Board**
**Members' Oath of Office**

**I do solemnly swear** that I have not directly or indirectly paid, offered, or promised to pay, contributed, or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof; and furthermore, I do solemnly swear that I will faithfully execute the duties of the office of Member of the City of _____-_____ County Joint Airport Zoning Board and will to the best of my ability preserve, protect, and defend the Constitution and the laws of the United States and of this State, **so help me God.**

| | |
|---|---|
| _____ | _____ |
| Member | Member |
| _____ | _____ |
| Member | Member |

**Subscribed and sworn to before me** this _____ day of _____, 20___.

_____
City Secretary of the City of _____, Texas

**I,** _____, City Secretary of the City of _____, Texas, hereby certify that this is a true and correct copy of the oath of office of the above as executed before me.

_____
City Secretary of the City of _____, Texas

**City of _____-_____ County Joint Airport Zoning Board**
**Election of Chairman**

**We the undersigned,** majority of the representatives of the City Council of the City of _____, Texas, and the Commissioners Court of _____ County, Texas, having been heretofore duly appointed as Members of the City of _____-_____ County Joint Airport Zoning Board by said bodies and having qualified as Members of such board by acceptance of such appointments and duly taking and subscribing the oath of office, do hereby, in regular and open meeting, elect (print or type name) _____ as an additional Member who will also serve as Chairman of such board, as authorized and provided by the Airport Zoning Act, Texas Local Government Code, §241.014 (c).

**Such Chairman,** after taking and subscribing to the constitutional and statutory oath of office, shall have and exercise all the duties and powers prescribed by law in such cases made and provided.

**Dated** this _____ day of _____, 20___.

_____ _____
Member Member

_____ _____
Member Member

**Attest:**_____
City Secretary of the City of _____, Texas

**City of _____-_____ County Joint Airport Zoning Board**
**Chairman's Oath of Office**

**I do solemnly swear** that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected; furthermore, I do solemnly swear that I will faithfully execute the duties of the office of Chairman of the City of _____-_____ County Joint Airport Zoning Board, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, **so help me God.**

_____
Chairman

**Subscribed and sworn to before me** this _____ day of _____, 20___.

_____
City Secretary of the City of _____, Texas

**I,** _____, City Secretary of the City of _____, Texas, hereby certify that this is a true and correct copy of the oath of office of the above as executed before me.

_____
City Secretary of the City of _____, Texas

**Suggested Publication in the _____ *News-Herald,* _____, Texas**

**The State of Texas**

**City of _____**

**County of _____**

**Notice of a Hearing by the City of _____-_____ County Joint Airport Zoning Board**

**Whereas,** pursuant to the provisions of Texas Local Government Code, §241.017 (b) and (c), notice is hereby given that a public hearing will be held before the City of _____-_____ County Joint Airport Zoning Board on the _____ day of _____, 20___, in the City Council Chambers at the City Hall in _____, Texas, at the hour of _____, for the purpose of hearing all parties in interest and citizens who desire to be heard concerning airport zoning regulations to be considered for adoption by the City of _____-_____ County Joint Airport Zoning Board pertaining to airport hazard areas within the city limits of the City of _____ and within the unincorporated areas of _____ County, Texas.

**Dated** this _____ day of _____, 20___.

_____
Chairman, City of _____-_____ County
Joint Airport Zoning Board

"This notice should be published in a newspaper with a wide distribution throughout the City of _____, Texas, and _____ County, Texas, at least 15 days prior to the public hearing, the first day being the day after the notice is published."

**City of _____-_____ County Joint Airport Zoning Board**
**Notice of a Public Hearing**

**Whereas,** it appears to the City of _____-_____ County Joint Airport Zoning Board that Texas Local Government Code, §241.017 (b), requires that the City of _____-_____ County Joint Airport Zoning Board to hold a public hearing, at which hearing, parties in interest and citizens shall have an opportunity to be heard regarding the airport zoning regulations proposed to be adopted.

**Now therefore,** pursuant to the provisions of Texas Local Government Code, §241.017 (b), notice is hereby given that a public hearing will be held before the City of _____-_____ County Joint Airport Zoning Board on the _____ day of _____, 20___, in the City Council Chambers at the City Hall in _____, Texas, at the hour of _____, for the purpose of hearing all parties in interest and citizens who desire to be heard concerning airport zoning regulations to be considered for adoption by the City of _____-_____ County Joint Airport Zoning Board pertaining to airport hazard areas within the city limits of the City of _____ and within the unincorporated areas of _____ County, Texas.

**Dated** this _____ day of _____, 20___.

_____
Chairman, City of _____-_____ County
Joint Airport Zoning Board

**Attest:**_____
City Secretary of the City of _____, Texas

"Copies of this notice should be posted in the City Hall in _____, Texas, and in the County Courthouse in _____, Texas, at least 3 days prior to the public hearing; the first day being the day after both notices are posted."

**City of _____-_____ County Joint Airport Zoning Board**

**Proof of Publication of Notice of a Hearing**

**Before me,** the undersigned authority, on this day personally appeared _____ _____, known to me to be this person and being by me duly sworn, stated to me on his oath that the attached copy of printed notice is a true and correct copy of an original notice which was published in the issue of the newspaper known as the _____ *News-Herald*, _____, Texas, bearing as its date the _____ day of _____, 20___; that such newspaper was on such date and all during the preceding twelve (12) months prior to such date a newspaper of general circulation in the city and county in which the proceedings mentioned in such were, and still are, pending; that a copy of such notice as so published on such date is attached hereto; that such issue of such newspaper was so published for distribution throughout the City of _____, Texas, and _____ County, Texas; that the affiant is the publisher of such newspaper and knows that what is stated in this affidavit is true; and that such notice was published as provided in Texas Local Government Code, §241.017 (c), for the service of notice by publication.

_____
Publisher

**Subscribed and sworn to before me** by the said (print or type Publisher's name)

_____, this _____ day of _____, 20___, to certify

which witness my hand and seal of office.

_____
Notary Public for the State of Texas

"A clipping of the legal notice published in the newspaper should be attached to this form."

**City of _____-_____ County Joint Airport Zoning Board**
**Adoption of the _____ International Airport Hazard Zoning Regulations**

**Whereas,** the City of _____-_____ County Joint Airport Zoning Board did publish notice in the _____ *News-Herald*, _____, Texas, in the issue bearing as its date the _____ day of _____, 20___, and did post notices in the City Hall in _____, Texas, on the _____ day of _____, 20___, and in the _____ County Courthouse, _____, Texas, on the _____ day of _____, 20___, advising of a public hearing to be held before the City of _____-_____ County Joint Airport Zoning Board on the _____ day of _____, 20___, in the City Council Chambers at the City Hall in _____, Texas, at the hour of _____, for the purpose of hearing all parties in interest and citizens who desire to be heard concerning proposed airport zoning regulations; and

**Whereas,** the City of _____-_____ County Joint Airport Zoning Board assembled at the appointed place and time to hear all parties in interest desiring to be heard and considered all statements for and against airport zoning.

**Now therefore,** on a motion by _____ and seconded by _____, and by a majority vote of the City of _____-_____ County Joint Airport Zoning Board,

_____ members voting **Aye**, _____ members voting **Nay**,

**It is therefore ordered** by the City of _____-_____ County Joint Airport Zoning Board that the _____ International Airport Hazard Zoning Regulations be adopted.

**It is further ordered** by this board that _____, Attorney, review and certify the city ordinance adopted and county order enacted, board appointed and chairman elected, oaths of office administered, notices published and posted, public hearing conducted, and all legal actions completed in the adoption of the [insert Airport Name] Hazard Zoning Regulations were accomplished in accordance with the State statutes, rules, and regulations and local orders, ordinances, rules, and regulations; that the [insert Airport Name] Hazard Zoning Regulations adopted by the City of _____-_____ County Joint Airport Zoning Board contain provisions for injunctive relief according to the State Law of Texas and are in harmony and alike to a hazard zoning map prepared by the Texas Department of Transportation, Aviation Division, Austin, Texas, and dated September 28, 2001, as to the technical requirements of the various zones and heights as set out on such hazard zoning map, such map being made a part of the [insert Airport Name]Hazard Zoning Regulations; and that the adopted [insert Airport Name]Hazard Zoning Regulations are valid, binding and enforceable.

**Signed** this _____ day of _____, 20___.

_____
Chairman, City of _____-_____ County
Joint Airport Zoning Board

_____
Member

_____
Member

_____
Member

_____
Member

**Attest:**_____
City Secretary of the City of _____, Texas

## Attorney's Certificate

**[insert Airport Name] Hazard Zoning Regulations**

I, (print or type name) _____ hereby certify that I have examined the [insert Airport Name]Hazard Zoning Regulations adopted by the City of _____-_____ County Joint Airport Zoning Board on the _____ day of _____, 20___, relating to [insert Airport Name], _____, Texas, and said regulations together with the city ordinance enacted and county order adopted, board appointed and chairman elected, oaths of office administered, notices published and posted, public hearing conducted, and other legal actions were accomplished in accordance with applicable state and local laws, orders, and ordinances and that in my opinion said regulations comply with the provisions set out in the Texas Administrative Code §30.210(d)(13) and §30.215 together with all state and local laws and are valid, binding, and enforceable.

**Certified** at _____, Texas, this _____ day of _____, 20___.

_____
Attorney

Texas Department of Transportation

# Model Airport Rules and Regulations

**9/24/2014 – supersedes all previous**

Airport sponsors must allow use of the airport by all types, kinds, and classes of aeronautical activity as well as by the general public. Airport rules and regulations provide a means to control operations at a public airport to protect both aeronautical activities and public safety.

The airport sponsor may impose reasonable rules and regulations which restrict use of or access to the airport, in the interest of safety indicated by local conditions unique to an airport.

If the airport rules are intended for use at a City owned airport, the City Council should adopt the rules as a City Ordinance; if the rules are for a County owned airport, the Commissioners Court should adopt the rules as a County Order.

***This model ordinance/order is provided by TxDOT Aviation Division as a guide for establishing operating procedures, rules, and regulations at general aviation airports. The model document is a compilation of industry standards, and all sections are not applicable to every airport. The Model Rules and Regulations are provided by TxDOT Aviation Division as a template for individual airport development, and are not intended or required to be adopted exactly as written.***

# _____ Airport Ordinance/Order

## No. _____

# Rules and Regulations

An ordinance/order providing rules and regulations for the efficient and safe operation of the _____ Municipal / County Airport (hereinafter referred to as the "Airport"); and to provide the greatest service for the citizens of _____ and the aviation public, is adopted by the City Council / Commissioners Court, providing enforcement by _____ or the Airport Manager, and providing penalties for violations; all as authorized by the Texas Transportation Code Chapter 22 "County and Municipal Airports".

The definition of "Airport", "aircraft", "airplane", and other common terms used herein is as defined in Part 1, Code of Federal Regulations, Title 14, Aeronautics and Space. Ultralight refers to aircraft that fall within the description given in FAR Part 103. "Airport" with a capital refers to the specific airport for which these rules are adopted. "TxDOT" herein refers to the Texas Department of Transportation, Aviation Division.

**Section 1. Use of Airport Restricted**

No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit from the City Council / Commissioners Court or its duly authorized agent.

**Section 2. General Rules and Regulations**

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

**Rule 2-1. 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 2-2. 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 2-3. Through-the-Fence Operations** – 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 without prior coordination with TxDOT. 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" without prior coordination with TxDOT.

**Rule 2-4. Lien for Charges** – To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City / County or its agents in connection with the operation of the Airport, the City / County may place a lien upon such personal property, which shall be enforceable as provided by law.

**Rule 2-5. 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 2-6. Unauthorized Signs and Equipment** – 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 2-7. 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 2-8. 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 2-9. 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 2-10. 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 2-11. 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 / County 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 / County or by any other Authority having jurisdiction over the operation of the Airport.

**Rule 2-12. 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 / order. Ultralights operating under FAR part 103 do not require aircraft registration, pilot certificates, or medical certificates. This limitation shall also 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 and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the City Council / Commissioners Court 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 / County.

**Rule 2-13. 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, or make and model of aircraft for those aircraft not requiring registration (ultralight), 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 2-14. 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 2-15. Living Quarters** - No person may make permanent living quarters on Airport. Exceptions to this rule for cause, such as alert crew members or security personnel, will be coordinated with TxDOT.

**Rule 2-16. Intoxicants and Narcotics Prohibited** – No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate 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 2-17. 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 2-18. 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.

## Section 3. Ground Operations

**Rule 3-1. 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.

**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.

**C.** All vehicles entering or exiting an operating Airport access gate shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of any other vehicle.

**D.** Any vehicle authorized to operate on the Airport runways or taxiways shall display a rotating or steady beacon that complies with FAA Advisory Circular 150/5210 (latest change).

**E.** 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 Frequency (CTAF) for the Airport, and have the ability to communicate with aircraft via a two-way aviation radio.

**Rule 3-2. Speed Limits** - All vehicles shall be operated within the posted speed limits at the Airport. The maximum speed limit for all vehicles in the airside area, with the exception of authorized municipal vehicles in the performance their official duties, is fifteen (15) miles per hour, unless posted otherwise.

## Section 4. Airport Security

**Rule 4-1. Security** - The Transportation Security Administration publication "Security Guidelines for General Aviation Airports", Information Publication A-001 dated May 2004 or most recent version, 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 4-2. 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

## Section 5. Aircraft Operation Rules

### Rule 5-1. Aircraft Tie Downs

**A.** All aircraft not hangared 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 transient apron shall pay a tie down fee of _____ for each night, except that such fee may be waived upon purchase of fuel or services.

### Rule 5-2. 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 5-3. 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 lights 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 as provided in Section 10 of this order.

**Rule 5-4. 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 5-5. 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 hangared 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 5-6. 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.

**Rule 5-7. Loading and Unloading Aircraft** – Loading or unloading aircraft with the engine running is prohibited. Exception will be approved by the Airport Manager.

**Rule 5-8. 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 5-9. 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 5-10. 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 5-11. 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 5-12. 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, ultralights, or light sport aircraft except by prearranged permission from the Airport Manager. Helicopters may operate to and from designated helicopter landing areas.

**Rule 5-13. Takeoffs**

**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 - When the tower is operating, the tower controller will direct traffic. When the tower is not operating, the guidelines of Rule 5-13 A. will be used. The Tower movement areas and other than movement areas are depicted in diagram _____.

**Rule 5-14. 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 _____, the preferred take off and landing runway is _____.

**Rule 5-15. 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.

**Rule 5-16. 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 _____dollars, payable to the City/County for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator.

**Rule 5-17. Special Procedures, Parachuting**

**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).

**B.** Parachute descent onto the Airport property shall not be permitted without the recommendations of the City / County / Airport Advisory Board and the written approval of the City Council / Commissioners Court. The Airport Manager may develop operating procedures and designated landing areas for parachute operations.

**Rule 5-18. 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 / Commissioners Court

## Section 6. Fueling, Flammable Fluids, and Fire Safety

**Rule 6-1. Fueling Aircraft**

**A.** All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 – "Standard for Aircraft Fuel Servicing, 2012 edition," (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, 800-344-3555, http://catalog.nfpa.org

**B.** All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the International Fire Code, 2012 Edition, (or current edition) as published by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, (latest change).

**C.** All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least fifty (50) feet.

**D.** Fueling trucks shall not be parked within any building or hangar or within ____ feet of any building, hangar, or parked aircraft, as determined by the local Fire Marshall. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.

**E.** Aircraft fuel storage tanks for below-ground or above-ground use will be constructed and 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 (5) gallon or smaller containers manufactured and marked for such purpose and only with the approval of the local Fire Marshal.

**G.** Persons or businesses wishing to dispense fuel into their privately owned aircraft shall not be denied; however, they must meet all reasonable requirements the City / County places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property must 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 will not be permitted on 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 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 must be reported to the Airport Manager and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations

**Rule 6-2. 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 an 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 $.___ per gallon of fuel delivered.

Payment to the City or County 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.

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.

Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.

**Rule 6-3. Fire Safety**

**A.** Every person using the Airport or its facilities 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 upon 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 upon 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 must be clear in a manner such 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. 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 most recent inspection.

## Section 7. Lease of Airport Property and Construction on Airport

Hangars and other buildings or structures owned by the City / County 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 / County 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 / County Commissioners Court 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 Council / County Commissioners Court; and approval from TxDOT Aviation Division must be received prior to granting authorization for non-aviation use.

**Rule 7-1. 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/County 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 7-2. Construction on Leased Property**

**A.** As given in FAR part 77, the sponsor or sponsor's agent will file electronically with the FAA for any construction on or near the airport. See FAR part 77. File at

http://oeaaa.faa.gov (or most current URL). A determination of no objection 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/Commissioners Court. All construction must be of a compatible standard capable of withstanding winds of *(a wind load rating applicable to airport location)* mph, with doors open or closed.

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

**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/Commissioners Court 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 / Commissioners Court, must be removed after due notice to the owner in writing or the City Council / Commissioners Court 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 7-3. Assignment and Sub-letting** -- Without the prior written consent of City Council / Commissioners Court, the leased premises or any rights there under (except to a leasehold mortgagee as herein provided) may not be assigned. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease.

**Rule 7-4. 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 7-5. Environmental Issues and Indemnification** - Any tenant of the Airport, 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).

**Rule 7-6. 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 7-7. Environmental Notices** – An Airport tenant shall promptly supply the City Council / Commissioners Court 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 7-8. Environmental Survival** – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

**Rule 7-9. 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 or County 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 or County 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 or County'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 or County'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 7-10. 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 7-11. Insurance** – An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

**A.** Insurance against loss or damage to improvements by fire, lightning, and other risks included under standard extended coverage policies.

**B.** General public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the leased premises, such insurance to afford protection to City or County of not less than $500,000.00 with respect to any one person, $1,000,000.00 with respect to any one accident and not less than $200,000.00 with respect to property damage.

**C.** Hangar keeper's liability insurance providing coverage for aircraft not owned by the tenant in the following limits: $200,000.00 per aircraft and $400,000.00 per occurrence on property damage to aircraft in the care, custody, or control of tenant.

**D.** All such policies of insurance shall be issued by insurance companies acceptable to the City or County, shall name the City or County 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 or modification.

**Rule 7-12. Hold Harmless** – The City or County 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.

## Section 8. Knowledge of Rules Implied

By publication and adoption of this ordinance / order, all persons shall be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the ordinance / order posted in paper or electronically, where appropriate. Copies shall be available at all times in the Airport Manager's office, and copies shall be furnished to all owners and operators of aircraft based at the airport.

## Section 9. Conflict of Rules and Regulations

If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there exists a conflict

between any of the rules or regulations prescribed herein and any other City / County rules applicable to the same area, the more stringent limitation, or requirement shall govern and prevail.

**Section 10. Penalty for Violation**

The Airport Manager may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the City Council / Commissioners Court. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation of this ordinance / order shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding two-hundred ($200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized police officer. The Airport Manager or City Council / Commissioners Court may request authorized police officers to investigate any suspected violation of these rules.

**Section 11. Severablilty**

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

**Section 12. Emergency Enactment**

Whereas, the immediate operation of the provisions of this ordinance/order is necessary for the preservation of the public health, public safety, and general welfare, an EMERGENCY is hereby declared to exist, and this ordinance/order shall be in full force and effect from and after its passage by the City Council/Commissioners Court of the City/County of _____, Texas and publication and posting as required by law.

Read, passed and adopted by a vote of the City Council/Commissioners Court of the City/County of _____, Texas on the _____day of _____, 20___.

Members voting Aye; _____ Members voting Nay;_____.

_____

Mayor / County Judge

City / County of _____, Texas

Attest:_____

City Secretary/County Clerk of _____, Texas.

# Model Minimum Standards
# for Fixed Base Operators (FBO)

**The attached "Model of Minimum Standards for Fixed Base Operators (FBO)" has been prepared to assist owners of public use airports in developing standards for the providers of airport services. This is a guideline only. The local situation will dictate if additional or fewer standards will be applicable.**

**The owner of a public use airport which has a grant or loan obligations with either the Federal Aviation Administration (FAA) or the State of Texas or has deed obligations under the Surplus Property Act is required to make that airport available to all qualified users and providers without an unjust bias or discrimination. These obligations also prohibit the airport owner from granting an exclusive right to offer services or products. However, the airport owner may retain the exclusive right to perform any of the functions of an FBO providing this is done with its own employees and resources. A third party may not be designated as the agent of the airport owner to satisfy this exemption.**

**If an airport owner elects not to retain the exclusive right to provide services and there is a "need" for additional FBO services or positions, the airport owner may not routinely deny an application without sufficient justification. "Need" would be established if a proponent requests approval for an additional FBO business and is willing and able to accomplish such request. No other justification for "need" is required. This establishment of need would require the airport owner to allow all qualified persons the opportunity to bid on the subsequent FBO position. No qualified bidder, including the incumbent FBO, should be excluded from participating. If all suitable facilities are currently under lease and being actively used by the incumbent FBO, subsequent requests may be denied on the grounds of insufficient space. The airport owner would not be required to void or alter existing contracts to provide space or other provisions. The incumbent FBO should not be required to relinquish leased space or hangars which are actively used in his business and likewise, should not be able to hold unused space or hangars, even if included in his lease, solely for the purpose of denying a subsequent FBO sufficient space to set up operation.**

**Any new FBO contracts should be written to standards applicable at that time. The new contract does not necessarily have to be equal or comparable to any existing contract; however, the airport owner MUST be able to adequately justify the differences. In such case, the airport owner should be willing to renegotiate existing contracts that would place an incumbent FBO at an economic or business disadvantage. If a previous contract required a level of service which is no longer applicable, under no circumstances should the airport owner be liable for or be required to pay damages to an FBO for having to provide those services under previous contracts.**

# Model Minimum Standards for Fixed Base Operators (FBO)

This is a summary of the obligations and services which should be provided by a Fixed Base Operator (FBO). This guideline may be attached to and become part of an actual lease agreement between an FBO and the airport owner. Should the actual lease agreement be more or less restrictive than this guideline, the lease would take precedence.

## I. Definitions

A. **Fixed Base Operator** – A Fixed Base Operator is a person, firm, or corporation performing any of the functions or furnishing any of the services listed herein on a commercial basis. No person, firm, or corporation may act in the capacity of an FBO without a valid contract with the City/County of _____ authorizing such activity at the airport.

B. **Airport Tenant** – An airport tenant is a person, firm, or corporation leasing or using airport property solely for the purpose of storing an aircraft and is not engaged in or providing any aviation related commercial activity or service at the airport. An airport tenant is not authorized to function as or provide the services of an FBO.

## II. Services and Requirements

A. An FBO is authorized to offer or perform any or all of the following services or functions for the public. The guidelines for each service or function are listed.

1. Airframe or power plant repair: Sufficient hangar space, FAA certified mechanic on duty, paved outside parking area for aircraft, and paved access to the runway-taxiway system (if connecting runway or taxiway is paved).

2. Fueling: Avgas and jet fuel storage tanks (tanks must be State approved and registered if required), fuel delivery by means of pumps and/or trucks, trained and qualified fueling technician, plan of action in case of a massive fuel spill, and at least the minimum number of working fire extinguishers and bonding cables as recommended in the latest edition of the National Fire Protection Association booklet, Manual 407 – "Standard for Aircraft Fuel Servicing, 2001 edition," (or as revised) published by the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy MA 02269-9101, 800-344-3555. Fuel pumps and trucks must meet all applicable local and State codes and be approved for use by the local fire marshal.

3. Line service: Properly trained personnel; ropes, chains, or other restraining devices and wheel chocks for each tie down position.

4. Aircraft sales and/or rental: Sufficient office space, aircraft display area, telephone, and aircraft inventory.

5. Flight instruction: Trained and certified instructor, classroom, telephone and restrooms, and aircraft available for instruction.

6. Avionics: Shop area, office space with telephone and restrooms, and trained and certified personnel on duty.

7. Aircraft storage: Sufficient hangar, T-hangar, and tie down spaces.

8. Air taxi and charter: FAA Part 135 certification, aircraft with sufficient hangar, T-hangar, or tie down space, office with telephone and restrooms, and aircraft loading or unloading area.

9. Agricultural spraying operation: Qualified pilot, aircraft designed for such purpose, qualified personnel on duty to properly handle dangerous chemicals, secure area to store chemicals, and properly designed and constructed wash down pad.

10. Other as agreed on by contract: Telephone for public use, ground transportation into town, pilot and passenger lounge with restrooms, retail business area with restrooms, and coffee and/or soft drinks.

Hangar space, shop areas, restrooms, and other equipment as well as sufficient personnel shall not necessarily be accumulative for each service provided. For example, if an FBO provides both flight instruction and aircraft sales, both functions could be serviced by the same restrooms and telephone. The actual contract agreement between an FBO and the airport owner shall spell out the required services of each FBO and the square footage, number of personnel, etc. which must be provided by that FBO.

B. An FBO is required to perform the following functions or abide by the following rules:

1. Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's business subject to the approval of the airport owner.

2. Use, with others so authorized, any common areas or equipment on the airport including, but not limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.

3. Upon termination of the lease, return any leased property to the airport owner in the same condition as it was at the start of the lease, normal wear

excluded. Any improvements or additions made to real property during the term of the lease will become property of the airport owner at the termination of the lease.

4. Will not prevent any person, company, or employee of a company from servicing, maintaining, or fueling their own aircraft that might be parked or hangared at the airport.
5. Make its business open to all forms and classes of aeronautical use.
6. Submit to and abide by periodic safety inspections by the Airport owner, the FAA, and/or the Texas Department of Transportation.
7. Maintain all leased areas and the interior and exterior of any leased or constructed buildings to an acceptable standard.
8. Remove and properly dispose of any trash from the leased property.
9. Notify and gain approval of the airport owner of any intended reduction of services which are included in the FBO's lease agreement.
10. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.
11. Abide by any and all rules, requirements, or mandates placed upon the airport owner by the FAA or the State of Texas including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of State of Texas grants.
12. An FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current lease agreement with the airport owner.
13. An FBO's rights do not supercede the airport owner's rights and obligations.

## III. Airport Owner's Rights and Obligations

The airport owner retains the right and/or obligation to do the following:

A. Perform any or all of the functions of an FBO. If so inclined, the airport owner may retain a proprietary right to offer any or all FBO services and/or products and allow no FBO to offer the same services or products at the airport.
B. Enter into contracts with other FBO's to operate similar or competitive businesses at the airport without regard to the wishes or desires of existing FBO's. Any new contracts will be written to standards applicable at that time.

If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the airport owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.

C. Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
D. Maintain the airport in a safe and serviceable condition.
E. Collect all fees for the use of the airport; these fees include lease of hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The airport owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
F. Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.
G. Impound any personal property, tools, furniture, aircraft, or equipment located on the leased property and hold or liquidate such until all fees and taxes due the airport owner are paid, subject to a court judgement.
H. Reserve the right to take any actions necessary to protect the safety and usability of the airport and the approach surfaces to all runway ends.

## IV. Payment and Fees

A. **Service Charge** – An FBO must pay all responsible rentals, fees, or charges in a timely manner. The airport owner retains the right to assess a service charge for any late payments dues to the owner.
B. **Bond** – An FBO must show proof of financial responsibility or be properly bonded with the airport owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.
C. **Utilities** – An FBO must arrange for water and waste water, gas, electricity, telephone, and any other utilities it uses on the airport and pay all responsible charges in a timely manner throughout the term of the lease.
D. **Taxes** – An FBO will pay all responsible taxes in a timely manner.

E. **Other Bills** – An FBO will pay all responsible bills in a timely manner. Under no circumstances will the airport owner be responsible for payment of any taxes or bills owed by an FBO.

## V. Insurance

The airport owner will provide insurance for all real property located at the airport under the owner's policy. This policy will be for the sole benefit and protection of the airport owner. The FBO will be required to provide adequate insurance coverage for his personal property and the contents of any buildings under lease. The FBO must furnish current proof of these policies to the airport owner and any changes in those policies must have prior written approval of the airport owner.

## VI. Solicitation and Conduct

A. An FBO will not engage in the solicitation of its fueling or other services on or about the airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the airport owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBOs lease contract.

B. An FBO will conduct business on the airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public or the airport. The airport owner has the right to resolve all such disputes, disagreements, or conflicts and the airport owner's determination will be binding upon all FBO's operating at the airport.

## VII. Use and Use Conflict

Any land, building, paved area, and other infrastructure leased to an FBO are to be used and occupied solely for the purpose of operating a Fixed Base Operation and no other. The leased airport property cannot be sublet or divided, except for parking aircraft in hangars, T-hangars, or tie down spaces without the written permission of the airport owner. Should the FBO become deceased, be adjudged to be incompetent, or his business declared bankrupt or become insolvent, the leased property and the executed lease contract shall not be considered as a part of the FBO's estate or an asset of any appointed or assigned guardian, trustee, or receiver. In such cases, the FBO's lease will immediately terminate and all rights and property returned to the airport owner.

## VIII. Unauthorized Use

An FBO may not park vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on airport property without written approval of the airport owner.

## IX. Rules

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, the local and State fire marshals, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO's business, and the general safety and operation of the airport.

# Model Lease Agreement

**This "Model Lease Agreement" is offered as a guide for the leasing of land, a hangar, hangar space, T-hangar, building, or office at a publicly owned airport.**

**STATE OF TEXAS )**

**) KNOW ALL PERSONS BY THESE PRESENTS:**

**CITY/COUNTY OF_____ )**

This lease is entered into this _____ day of _____, 20__, between the City/County of _____, hereinafter referred to as the "Lessor" and is the owner of the _____ Airport, hereinafter referred to as "Airport" and _____ (a corporation, partnership, or sole proprietor), hereinafter referred to as "Lessee" who covenant and agree as follows:

**WHEREAS**, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

**WHEREAS**, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

**NOW THEREFORE,** in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

## Section 1. Leased Area

A. Land – Lessor does hereby lease to Lessee approximately _____ sq. ft. of land more particularly described as follows:

_____
_____
_____
_____

and as shown on the "Plat of Land" which is attached hereto and incorporated herein, and hereinafter referred to as the "Land" and located on the Airport. Lessee hereby leases the said Land from the Lessor subject to the terms, considerations, and privileges stated herein.

B. Hangar/Building/Office – Lessor does hereby lease to Lessee Hangar/T-hangar/Building/Office No. _____ more particularly described as follows:

_____
_____
_____
_____

and as shown on "Plat/Description of Hangar/Building/Office" which is attached hereto and incorporated herein, all hereafter referred to as the "Hangar/Building/Office" and

located on the Airport. Lessee hereby leases the said Hangar/Building/Office from Lessor subject to the terms, considerations, and privileges stated herein.

## Section 2. Term

This lease shall be for the term of ____ months/years, not to exceed twenty (20) years, except in the event Lessee intends to and has provided sufficient evidence toward construction a structure on the Land/making improvements to the Hangar/Building/Office and has applied for and secured a loan for such structure/improvements for a period of time longer that twenty (20) years and is required by the bank, person, or lending institution making the loan to hold the lease for the duration of the loan payments and as agreed upon by Lessor, commencing on the _____ day of _____, 20__ and ending on the _____ day of _____, 20__. Thereafter, this lease may be renewed for a subsequent _____ year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding _____ year lease term and upon mutual and written agreement by Lessor.

## Section 3. Consideration

A. In consideration for the lease of the Land/Hangar/Building/Office referenced herein, Lessee hereby agrees to pay monthly/yearly the sum of $ _____. The first month's/year's payment to be made in advance. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

B. Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at five (5) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI) and shall be by an amount agreed upon by Lessee and Lessor at the commencement of this lease which will be _____. The adjusted lease fee shall be calculated on the fifth ($5^{th}$) year anniversary of this lease and recalculated at subsequent five (5) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next five year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding five (5) year period.

C. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City/County of _____, Texas by mail or delivery.

D. In the event Lessee fails to remit any payments when the same are due, interest at the rate of ____ % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than _____ days, this lease may be terminated by Lessor as further defined in Section 7. – Termination.

E. Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the

Hangar/Building/Office, clean and free of trash, litter tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after _____ days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

F. Taxes, Fees, Insurance, and Bond – Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under lessor'' policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of $ _____. Lessee shall be bonded in the amount of $ _____ with Lessor listed as beneficiary in the event of damage to the Airport for which Lessee is liable and cannot or will not rectify. Certificates of such required insurance and bond shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have prior written approval of Lessor.

## Section 4. Permitted Use

A. Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.

B. Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.

C. Lessee may store up to a maximum of _____ one (1) quart containers of aviation oil inside the Hangar for use in his aircraft so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

## Section 5. Restricted Use

A. Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.

B. Lessee agrees that he will not conduct any commercial activity such as pilot instruction,

aerial spraying, charter flights, air taxi, sight seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.

C. Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in Section 4.c. without the written consent of Lessor.

D. Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.

E. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.

F. Lessee agrees not to make any additions or modifications to the Land/Hangar/Building/Office unless agreed upon by both parties in writing. In event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.

G. Lessee agrees that he will not operate any nonaviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such nonaviation related business or activity must be so established by a separate contract.

## Section 6. Sublease, Assignment, or Sale

The Manager shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Sponsor, for the Sponsor to immediately terminate this contract agreement.

## Section 7. Termination

A. This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Should Lessee be declared bankrupt, incompetent, or become deceased, this contract agreement shall immediately terminate and shall not be considered as part of Lessee's estate and shall not become an asset of any appointed or assigned guardian, trustee, or receiver. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for _____ consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

B. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This

contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

C. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract, except as contained in paragraph 7.D. hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

D. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

## Section 8. Hold Harmless

Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees. This indemnity agreement shall apply and protect Lessor and its agents, servants, and employees even though it be contended, or even established, that said Lessor or its agents, servants, or employees were negligent or that their conduct or omission in any way caused or contributed to any such liability, expense, cause of action, damage, and/or attorney's fees.

## Section 9. Maintenance of Landing Area

Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this contract and no damages or monies or other compensation will be owed to the Lessee by Lessor.

## Section 10. Exclusions

A. This contract agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the Land/Hangar/Building/Office and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Land/Building/Hangar/Office, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.

B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

D. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the City/County of _____.

E. This contract agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this contract agreement shall be in _____ County, Texas.

F. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

EXECUTED this _____ day of _____, 20__.

Sponsor: City/County of _____

_____
Mayor/County Judge

_____
Manager

Approved as to Form:

_____
City/County Attorney

Attest: _____
City Secretary/County Clerk

# NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

**§ 77.7 Form and time of notice.**

(a) If you are required to file notice under §77.9, you must submit to the FAA a completed FAA Form 7460–1, Notice of Proposed Construction or Alteration. FAA Form 7460–1 is available at FAA regional offices and on the Internet.

(b) You must submit this form at least 45 days before the start date of the proposed construction or alteration or the date an application for a construction permit is filed, whichever is earliest.

(c) If you propose construction or alteration that is also subject to the licensing requirements of the Federal Communications Commission (FCC), you must submit notice to the FAA on or before the date that the application is filed with the FCC.

(d) If you propose construction or alteration to an existing structure that exceeds 2,000 ft. in height above ground level (AGL), the FAA presumes it to be a hazard to air navigation that results in an inefficient use of airspace. You must include details explaining both why the proposal would not constitute a hazard to air navigation and why it would not cause an inefficient use of airspace.

(e) The 45-day advance notice requirement is waived if immediate construction or alteration is required because of an emergency involving essential public services, public health, or public safety. You may provide notice to the FAA by any available, expeditious means. You must file a completed FAA Form 7460–1 within 5 days of the initial notice to the FAA. Outside normal business hours, the nearest flight service station will accept emergency notices.

**§ 77.9 Construction or alteration requiring notice.**

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

(a) Any construction or alteration that is more than 200 ft. AGL at its site.

(b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:

(1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.

(2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.

(3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.

(c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.

(d) Any construction or alteration on any of the following airports and heliports:

(1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;

(2) A military airport under construction, or an airport under construction that will be available for public use;

(3) An airport operated by a Federal agency or the DOD.

(4) An airport or heliport with at least one FAA-approved instrument approach procedure.

(e) You do not need to file notice for construction or alteration of:

(1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;

(2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;

(3) Any construction or alteration for which notice is required by any other FAA regulation.

(4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193
Fax: (817) 321-7765
Phone: (817) 321-7750

Website: https://oeaaa.faa.gov

# INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in ITEM #21 "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in ITEM #21 "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enters the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. DO NOT LEAVE BLANK.

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" DO NOT LEAVE BLANK. NOTE: High Intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held G P S instrument is NOT acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under ITEM #20.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datum may be used. It is important to know which datum is used. DO NOT LEAVE BLANK.
ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17', 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under ITEM #20.
ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of ITEM #16 + ITEM #17.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-888-275-8747 or via internet at "http://store.usgs.gov". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.
- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.).

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Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation's and zoning authorities.

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**Paperwork Reduction Work Act Statement:** This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory or anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB control number associated with this collection is 2120-0001. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, AES-200.

Please Type or Print on This Form

Form Approved OMB No.2120-0001
Expiration Date: 10/31/2017

U.S. Department of Transportation
**Federal Aviation Administration**

***Failure To Provide All Requested Information May Delay Processing of Your Notice***

# Notice of Proposed Construction or Alteration

**FOR FAA USE ONLY**

*Aeronautical Study Number*

**1. Sponsor** *(person, company, etc. proposing this action):*

Attn. of:

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

**2. Sponsor's Representative** *(if other than #1):*

Attn. of:

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

**3. Notice of:** ☐ New Construction ☐ Alteration ☐ Existing

**4. Duration:** ☐ Permanent ☐ Temporary ( ___ months, ____days)

**5. Work Schedule:** Beginning _____ End _____

**6. Type:** ☐ Antenna Tower ☐ Crane ☐ Building ☐ Power Line
☐ Landfill ☐ Water Tank ☐ Other _____

**7. Marking/Painting and/or Lighting Preferred:**
☐ Red Lights and Paint ☐ Dual - Red and Medium Intensity
☐ White-Medium Intensity ☐ Dual - Red and high Intensity
☐ White -High Intensity ☐ Other

**8. FCC Antenna Structure Registration Number** *(if applicable)*:

_____

**9. Latitude:** _____0 _____ , _____, _____"

**10. Longitude:** _____0 _____ , _____ , _____

**11. Datum:** ☐ NAD 83 ☐ NAD 27 ☐ Other

**12. Nearest:** City: _____ State _____

**13. Nearest *Public-use*** *(not private-use)* or Military Airport or Heliport:

_____

**14. Distance from #13.** to Structure: _____

**15. Direction from #13.** to Structure: _____

**16. Site Elevation *(AMSL)*:** _____ ft.

**17. Total Structure Height *(AGL)*:** _____ ft.

**18. Overall Height (#16 + #17) *(AMSL)*:** _____ ft.

**19. Previous FAA Aeronautical Study Number** *(if applicable)*:

_____-OE

**20. Description of Location:** *(Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey)*

**21. Complete Description of Proposal:**

| Frequency/Power (kW) | |
|---|---|
| | |
| | |
| | |
| | |
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| | |
| | |
| | |
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| | |

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of $1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301(a)

**I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.**

| Date | Typed or Printed Name and Title of Person Filing Notice | Signature |
|---|---|---|
| | | |

Texas Department of Transportation

# 2015 Routine Airport Maintenance Program (RAMP) Grants

- State funding is a $50,000 match per airport for each fiscal year. The State fiscal year begins September 1st. The local government match is 50% of actual costs plus any excess of $100,000 total costs.

- The program includes "lower cost" airside and landside airport improvements. These items can be more than just maintenance and may be new or additional items of work. Examples are: construction of airport entrance roads; pavement of airport public parking lots; installation of security fencing, replacement of rotating beacon, etc. TxDOT will determine the eligibility of specific items. **Keep in mind that airside improvements are of first priority before requesting assistance with landside maintenance and improvements.**

- Local governments are allowed to issue their own contracts for scope of services, or TxDOT local districts can perform services within their capabilities. TxDOT will not participate in contracts for any ineligible scope items or for costs that are unreasonable for the type of service. Local government force account work is NOT ELIGIBLE, but purchase of materials for construction with sponsor labor is eligible.

- **A Grant must be executed each state fiscal year**, **prior to work being performed.** To initiate the grant the City or County should contact Aviation Division with a description of the project for which the grant is being requested and the estimated cost of the project, if available. The contact may be in the form of a written letter, electronic mail, facsimile, by telephone, or personal contact with staff.

- **Work as described on the Scope of Services of the grant shall be completed during the State fiscal year (September 1st – August 31st )**

**Call the Aviation Division at 1-800-687-4568 (68-PILOT) for more information or go to Aviation on the TxDOT Web Site: http://www.txdot.gov/business/aviation/default.htm**

# ELIGIBLE WORK ITEMS UNDER RAMP GRANTS

| AIRSIDE MAINTENANCE |
|---|
| Pavement crack sealing |
| Pavement Slurry Seal/Fog Seal/Rejuvenator |
| Pavement markings |
| Limited pavement failure repairs |
| Drainage maintenance |
| Sweeping |
| Herbicide – fire ant control – mesquite tree eradication |
| Replacement bulbs/lamps for airside lighting fixtures and approach aids |
| Beacon, lighting, approach aids – repair and maintenance |
| Parts replacement for AWOS not covered under warranty |
| **AFTER AIRSIDE MAINTENANCE HAS BEEN ADDRESSED** |
| Seal coats/chip seal/crack seal for non-airside pavement, repair/maintenance of airport public auto parking |
| Hangar/terminal building painting and repairs -sponsor owned facilities only |
| Security camera systems |
| Game proof or security fencing and gates, electric gate openers |
| Access roads for AWOS installations |
| Navigational aids purchase and installation |
| AWOS NADIN interface monthly charge |
| Airport entrance signs & landscaping |
| Repairs to airport owned fuel systems, including replacement of tanks |
| Professional Services for preparation of Storm Water Pollution Prevention, Spill Prevention Control & Countermeasure Plans and maintenance/update of these plans |
| **SMALL CAPITAL IMPROVEMENT PROJECTS** |
| New public auto parking areas - engineering/design costs included |
| New entrance roads, hangar access roads - engineering/design costs included |
| Design and Construction of aircraft wash racks as indicated by SWPPP |
| Expansion of apron areas or new apron areas - engineering/design costs included |
| Pilot lounge/small general aviation terminal buildings |
| Drainage improvements - engineering/design costs included |
| Extension of runway lighting systems- engineering/design costs included |
| Beacon/tower replacements |
| Water wells, lines/sewer lines &septic systems - compliance with EPA and TCEQ responsibility of Sponsor |
| Preparation of FAA form 7460-1 “Notice of Proposed Construction or Alteration” for RAMP projects |
| **INELIGIBLE WORK ITEMS UNDER RAMP GRANTS** |
| Mowing - may be done by TxDOT or TxDOT contract forces but the cost is 100% Sponsor responsibility |
| Purchase of Capital Outlay Equipment except as allowed above |
| Operating Expenditures |
| Consumables - unless listed above |
| Force Account work by sponsor |
| ***Work performed or purchases made prior to the grant being fully executed*** |

# Appendix 4: Reference Documents

Existing Minimum Standards

Existing TTF Master Agreement with Rusty Allen Airport Property Owners Association (RAAPOA)

City Zoning for Airport Environ

City 2030 Comprehensive Plan Future Land Use Map

City 2030 Comprehensive Plan Future Transportation Map

DRAFT

City Minimum Standards Ordinance

| | Lighting | Materials | Support Structure | Landscaping |
|---|---|---|---|---|
| Freestanding, single business | Direct or indirect | Synthetic, wood or stone | Wood or stone | Required[2] |
| Freestanding, multitenant | Direct or indirect | Synthetic, wood or stone | Wood or stone | Required[2] |
| Projecting wall | Direct or indirect | Synthetic, metal or wood | Metal mounting hardware | Not required |
| Hanging wall | Direct or indirect | Synthetic, metal or wood | Metal mounting hardware | Not required |
| Residential subdivision | Indirect | Wood or stone | Wood or stone | Required[2] |
| Political | Indirect | Synthetic, wood or paper | Wood or metal | Not required |
| Commercial real estate | Indirect | Synthetic, wood or paper | Wood or metal | Not required |
| Government, utility, institutional | Direct or indirect | Synthetic, wood or stone | Wood or stone | Required[2] |
| Sandwich board | Indirect | Synthetic or wood | Wood | Not required |
| Menu board | Direct or indirect | Synthetic or wood | Wood or stone | Not required |
| Temporary banner | Indirect | Synthetic | Metal mounting hardware | Not required |
| Residential real estate | Indirect | Synthetic, metal or wood | Wood or metal | Not required |
| Window | Indirect | Paint | Glass or plexiglass | Not required |
| Awning, canopy and marquee sign | Indirect | Synthetic | Metal mounting hardware | Not required |
| Public information | Direct or indirect | Wood or stone | Wood, stone or metal | Required[2] |
| Residential nameplate | Indirect | Wood, metal or stone | Metal mounting hardware | Not required |

[2] Required xeriscaping with native Central Texas plantings.

(Ordinance O-03-15 adopted 1/15/15)

## ARTICLE 4.900 MINIMUM AIRPORT STANDARDS

### Sec. 4.901 Definitions

Unless otherwise provided herein, the following terms shall be defined in this article as follows:

*Airport*. Properties currently owned or as may be acquired by the city for the purpose of operating an airport and including but not limited to lots 48, 49, 50, 52, and 57 of Bar-K Airport Subdivision, Lago Vista, Texas and all public rights-of-way and/or public easements as set forth on plats filed with the county clerk.

*City*. The City of Lago Vista, Texas.

*CTAF/Unicom*. Common traffic advisory frequency which the radio frequency that all ground vehicles and airport residents with airplanes shall be turned to when entering, exiting or using in any way the runway or taxiway.

*FAA*. The Federal Aviation Administration of the United States Department of Transportation.

*Person*. Any corporation, partnership, association or other artificial entity; or any individual; or any agent or employee of the foregoing.

*Pilot*. Any person possessing an FAA pilot's license, including a student pilot's license.

### Sec. 4.902 Minimum Standards

The standards adopted herein are the minimum standards for the maintenance and operation of the airport. The terms set forth herein shall apply uniformly to all persons operating on or desiring to operate from the airport.

### Sec. 4.903 Federal Aviation Administration Rules to be Observed

The Federal Air Traffic Rules promulgated by the FAA shall be observed by all persons utilizing the airport.

### Sec. 4.904 Overriding Right of City and FAA

Any clause herein to the contrary notwithstanding, the city reserves the right to develop and make any improvements to the airport or make any repairs to the airport and amend, modify or repeal any of the standards set forth herein at any time. Any section of this article which is in conflict with FAA regulations, either currently or in the future, shall be superseded by the FAA regulations.

### Sec. 4.905 Airport Layout Plan

The airport manager and city shall have prepared and shall maintain a copy of a current airport layout plan ("ALP") approved by the city council. The ALP shall provide for the orderly development and maximization of revenues from the operation of the airport. All development, leases and activities concerning the use and operation of the airport shall conform with the ALP.

**Sec. 4.906 Taxiways**

(a) Extension. Taxiways will be extended according to the airport layout plan (ALP). Property owners seeking access to the airport shall extend and construct the taxiway across the taxiway frontage portion of the property in accordance with this code and this article prior to being granted access.

(b) Pavement Bearing Strength. Taxiways shall be constructed in accordance with TxDOT standards.

**Sec. 4.907 Aircraft Weight Limits**

No person shall operate any aircraft on the airport which exceeds the weight limits identified in either the current official "Airport/Facility Directory" published by the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce or by a Notice to Airmen (NOTAM) issued by the city.

**Sec. 4.908 Nondiscrimination**

Public facilities at the airport shall be open to all classes of users on a fair and nondiscriminatory basis. Persons using the airport shall comply with all provisions of federal and state law, as amended from time to time, as they pertain to discrimination and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, religion, color, creed, national origin, sex or disability.

**Sec. 4.909 Commercial Operations**

No person may conduct any commercial aviation activity, offer any goods or services for compensation, or provide any goods or services for compensation to the public at the airport unless such person is duly licensed and in compliance with all requirements of the FAA and this article.

**Sec. 4.910 Compliance with Health, Fire, Building and Zoning Codes**

All persons utilizing the airport shall comply with the requirements of all city, county or state health, fire, building and zoning codes as they are amended from time to time.

**Sec. 4.911 Damages**

Notwithstanding any clause herein or lease provision to the contrary, any person damaging the airport or public property shall be responsible for all damages incurred. The city may take whatever legal action is necessary to recover compensation for damages to the airport or public property.

**Sec. 4.912 Fees**

All transient aircraft must pay for overnight parking of aircraft.

**Sec. 4.913 Licenses, Certifications and Authorizations**

It shall be illegal for a person to operate any aircraft on or from the airport, whether for compensation or not, unless he/she possesses all licenses, certificates and authorizations required by the FAA Safeguard of Persons and Property. The airport manager is authorized to take necessary and reasonable action to safeguard the persons, equipment and aircraft at the airport. Children under twelve (12) years of age shall not be allowed anywhere on the airport premises unless supervised by a responsible adult.

**Sec. 4.914 Vehicular and Pedestrian Traffic**

All vehicular traffic at the airport shall not exceed fifteen (15) miles per hour.

**Sec. 4.915 Authority of Airport Manager to Suspend or Restrict Operations**

The airport manager may suspend or restrict airport operations in the event of an emergency, including but not limited to poor weather conditions, which threaten the safety of persons using the airport.

**Sec. 4.916 Aircraft Repairs**

No aircraft shall be repaired on any part of the runway area or taxiway, ramps or parking areas except for emergencies and for necessary maintenance, testing or cleaning.

**Sec. 4.917 Vehicle Requirements for Crossing Primary Landing Area**

(a) Any ground vehicles desiring to cross the primary landing area shall have the following equipment:

(1) A rotary amber beacon that has the ability to flash in the four cardinal directions mounted permanently or magnetically.

(2) A two-way radio inside the vehicle that has the ability to contact the appropriate CTAF/Unicom frequency associated with the airport.

(b) All ground vehicles crossing into and exiting the primary landing area shall radio their intentions in accordance with recommended FAA regulations for nontowered airports and have their beacon lights attached to the top of the vehicle and activated for the duration.

(c) The best practices for operating a ground vehicle on a nontowered airport set out by the FAA are as follows:

(1) When you approach the runways and taxiways, stop, look both ways, and listen for aircraft that are landing or taking off. Vehicle windows should be open to do this properly.

(2) Alert others when you are using a taxiway or runway by always making an announcement on the radio before you enter. Be specific with your location and intentions.

(3) Always yield the right-of-way to taxiing aircraft and give them plenty of room. If an aircraft is headed toward you on the same taxiway, move out of the aircraft's way.

(4) Always carry a radio tuned to the airport's common traffic advisory frequency (CTAF) or Unicom.

(5) If an aircraft is about to land on a runway that you need to cross, stop well clear of the runway. Continue to yield to the aircraft until it has landed and taxied off of the runway.

(6) Be aware that some aircraft at nontowered airports are not equipped with radios.

(7) Before you cross a runway, ensure that no potentially conflicting aircraft are taxiing, landing or taking off. Be aware of aircraft at nontowered airports that frequently make touch-and-go landings (immediately after landing, full power is applied and the aircraft takes off again).

(8) If your vehicle has a rotating beacon, be sure to turn it on anytime you are on the airport surface. Turn on headlights as well, being careful not to blind any pilots in the area.

(9) Generally, it is good practice to cross runways at their ends. If one is available, a perimeter road or taxiway is the recommended route for crossing a runway at a nontowered airfield.

**Sec. 4.918 Fueling of Aircraft**

The following regulations shall govern the fueling of aircraft:

(1) Aircraft shall not be fueled while an engine is running.

(2) Smoking or open flames are prohibited while fueling within one hundred (100) feet of any aircraft or fuel truck.

(3) All aircraft shall be fueled at the fueling station or at such locations reasonably clear of hangars and other structures.

(4) All aircraft shall have a proper electrical ground wire in place at all times when being serviced with fuel.

**Sec. 4.919 Starting or Running of Aircraft Engines**

The following regulations shall govern the starting of aircraft engines:

(1) If an aircraft is not equipped with adequate brakes, the engines of such aircraft shall not be started unless the wheels have been set with blocks attached to ropes or other suitable means for removing them.

(2) No engine shall be started unless a pilot is in control of the aircraft.

(3) No engine shall be started in any area in which the propeller stream presents a danger to the safety of other persons or property.

(4) Pilots of aircraft at the airport shall take such actions as to prevent the propeller stream from blowing rocks, soil and other debris into any hangar, parked aircraft or other vehicles.

(5) Aircraft are prohibited from loading or unloading passengers with any engine running unless a pilot is at the control of the aircraft.

(6) No aircraft shall be left running without a pilot at the controls of the aircraft.

**Sec. 4.920 Taxiing of Aircraft**

The following regulations shall govern the taxiing of aircraft:

(1) No person shall taxi an aircraft until such time as the pilot of the aircraft has determined there is no danger of collision with another aircraft, person or object.

(2) All aircraft shall taxi at a safe rate of speed and in such a manner as to be under the control of the pilot at all times.

(3) Aircraft not equipped with adequate brakes shall not taxi near buildings or parked aircraft unless an attendant is at each wingtip of the aircraft to assist the pilot.

(4) Aircraft shall not taxi onto the runway from the ramp, taxi area or grass if there is an aircraft approaching to land or on the runway in take-off position.

**Sec. 4.921 Take-Off, Landing, Flying Rules and Procedures**

All pilots are required to call on the published CTAF/Unicom to determine the runway favored by the wind and to announce their position and intentions for take-off and landing. Wind and runway information, if given, is of an advisory nature only and the final decision as to which runway to use or whether or not to take-off or land, is at the sole discretion of the pilot. Any deviation from the runway in use shall be announced to aircraft traffic and the right-of-way yielded. No take-offs or landings shall be made on the apron, parking ramp or taxiways at any time except for emergencies and for rotary wing aircraft associated with helicopter operations.

**Sec. 4.922 Parking of Aircraft and Vehicles**

No part of any vehicle or aircraft shall be parked at any time within the hold line (100 feet of the centerline of the runway). No vehicle or aircraft shall be parked anywhere on Lot 57 (the airport environment) in such a manner as to inhibit the taxiing of an aircraft (parking means no qualified operator at the controls). Parking is allowed in designated areas. The following properties are designated as aircraft or vehicle parking: Lots 48, 49, 50 and 52 of Bar-K Airport Subdivision as shown on exhibit A to Ordinance O-32-14; provided that no aircraft shall be parked so as to obstruct access to the aircraft fueling area and no aircraft may be parked in an existing taxiway easement. The city manager, or his/her designee, may allow parking in nondesignated areas for special events at the airport. It shall be the responsibility of the pilot, upon leaving a parked aircraft, to properly chock the wheels or tie down the aircraft. All transient aircraft shall pay the fee for parking. Aircraft may be parked and tied down on unimproved surfaces including grass. Improved or paved aircraft parking may be constructed without the presence of a hangar or other principal building on the lot with the parking.

**Sec. 4.923 Aircraft Tie-Downs**

All aircraft shall be tied down or secured at night and during inclement weather at the sole responsibility of the pilot. The aircraft owner, pilot, or his/her agent is responsible for the tie-down or security of the aircraft at all times and particularly during inclement weather. The owner, pilot or his/her agent shall be responsible for securing tie-down chains and/or ropes suitable for the aircraft.

**Sec. 4.924 Airport Maintenance**

The occupant of property or facilities within the airport shall keep such property or facilities in a neat and orderly manner such as not to cause a health or safety hazard to the users of the airport.

**Sec. 4.925 Student Training**

Flying instructors shall inform their students of the provisions of this article upon commencement of flying lessons. No aircraft shall be permitted to remain on landing or take-off areas for the purpose of student instruction.

**Sec. 4.926 Actions Prohibited**

The flying of model and UAV drone aircraft at the airport is prohibited and no person shall use or occupy the airport for any purpose that is inconsistent with the operation and use of the airport for aviation purposes.

(Ordinance O-32-14 adopted 12/18/14)

**Sec. 4.927 Permitting Requirements**

All vehicles desiring to cross the primary landing area are required to have a permit from the city for items in Section 4.917(a). All permit stickers must be affixed to the equipment as described in Section 4.917(a). The permit verifies all requirements in Section 4.917 are being met and all equipment is in operational condition. Permits granted from the city shall be good for the life of the equipment. (Ordinance 15-04-16-01 adopted 4/16/15)

**Sec. 4.928 Penalty**

Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the requirements thereof, shall be deemed guilty of an offense and shall be liable for a fine in accordance with the general penalty provision set forth in Section 1.109 of this code. Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein. (Ordinance O-32-14 adopted 12/18/14)

**ARTICLE 4.1000 LAGO VISTA COMMUNITY RADIO**

**Sec. 4.1001 Standard Operating Procedures**

All text to be broadcast must be submitted to the city manager in writing. The submission should contain the desired start date and end date for the message. Requests for non-emergency public announcements will be approved or denied by the city manager. The city manager's decision is final and not subject to appeal. Live broadcasts may be initiated by the mayor, city manager, chief of police and emergency management coordinator. Access to the transmitter, in normal and emergency situations, is assigned to the chief of police or his designated representative (dispatcher). Emergency messages will be entered into the transmitter after approval of the chief of police or emergency management coordinator. Messages involving community or school items will be entered upon receipt from the city manager. Emergency or time sensitive announcements that need to be broadcast during non-work hours may be called in directly to the police dispatcher. Other access to the transmitter outside of this procedure will be on an emergency basis when time is critical. Emergency messages will be broadcast during the duration of the emergency. Community and school announcements will be broadcast on a 24 hour basis, with interruptions at 8:00 a.m., 12:00 noon and 6:00 p.m. for NOAA weather broadcasts. During periods when there are no community or school announcements, the NOAA weather broadcast will run 24 hours a day. (Ordinance 03-04-17-04 adopted 4/17/03)

**FUNDING COMMITMENT AND ACCESS FEE AGREEMENT FOR THE RUSTY ALLEN AIRPORT BETWEEN THE CITY OF LAGO VISTA, TX AND RUSTY ALLEN AIRPORT PROPERTY OWNERS ASSOCIATION, INC.**

**STATE OF TEXAS** §

§

**COUNTY OF TRAVIS** §

This Funding Commitment and Access Fee Agreement (the "Agreement") for the Rusty Allen Airport is entered into and effective as of the 1st day of March, 2009, by and between the City of Lago Vista, Texas, a Texas home-rule municipal corporation (the "City"), as the owner of the Rusty Allen Airport (the "Airport"), and the Rusty Allen Airport Property Owners Association, Inc., a Texas non-profit corporation ("RAAPOA"), who hereby contract, covenant and agree as follows:

**Whereas**, the City and RAAPOA entered into the Funding Commitment and Agreement for the Rusty Allen Airport dated March 1, 1999; and

**Whereas**, the Funding Commitment and Agreement dated March 1, 1999 expired on February 28, 2009.

**NOW THEREFORE**, for and in consideration of the foregoing, together with other good and valuable consideration, the terms, conditions and mutual covenants listed in this Agreement:

**Article 1.**

**Consideration and Services By City.**

**Section 1.** **Airport Operation and Management.** The City has established and provided for the operation and management of the Airport. The City shall continue to fund and provide for the operation, management, continuation or termination of the Airport as found appropriate, from time to time, by the city council of the City.

Subject to annual appropriations, the city agrees to provide the following services under normal conditions precluding the occurrence of any catastrophic event including but not limited to:

1. Maintaining City owned runways, taxiways, airplane parking ramps and car parking lots in an operable condition.
2. Mowing the grass on the City owned airport property in accordance with city codes.
3. Maintaining and keeping all lighting in an operable condition to include runway lights, rotating beacon, PAPI (precision approach path indicator) and ramp lighting in accordance with FAA standards for day, night VFR and IFR

conditions and pay for the electricity to operate same.

4. Maintaining the AWOS (Automatic Weather Observing System) in an operable condition and all associated equipment and paying for the electricity and telephone service to operate same. In addition, keep and pay for the AWOS maintenance agreement with TxDot.
5. Maintain drainage on City owned airport property in an operable manner

**Section 2.** Capital Improvements. The City may, as appropriate in the judgment of the city council, from time to time seek state and federal grants for improvement of the Airport.

**Article 2.**
**Consideration And Performance By the RAAPOA.**

**Section 1.** Cancellation of Agreements. The RAAPOA agrees the City's cancellation of the Lease and the O&M Agreement were material benefits to the RAAPOA and continue as good and sufficient consideration for the promises, covenants, agreements and commitments by the RAAPOA pursuant to this Agreement. The RAAPOA further agrees the modifications and amendments made to the First Agreement by this Agreement are good and sufficient consideration for this Agreement.

**Section 2.** Operating Payments to City. The RAAPOA shall, annually during the term of this Agreement, assess and collect funds and dues from its members sufficient for RAAPOA to pay the annual use fee provided in Section 3 to he paid by RAAPOA to the City.

**Section 3.** Annual Use Fee. The RAAPOA shall pay the City the sum of Twenty Thousand Dollars ($20,000.00) on or before July 1st each year during the term of this Agreement. Such use fee shall be used by the City to fund and pay a portion of the annual operating and maintenance expenses of the Airport, runways and taxiways.

The first payment will be due sixty days after this agreement is signed and all payments thereafter will be due on July 1st through 2019.

**Section 4.** Additional Maintenance Assessments. During the term of this Agreement, in addition to the annual use fee described in Section 3, the RAAPOA will pay the City one half of the cost and expense incurred by the City in excess of two thousand dollars ($2,000.00) but not reimbursed through some other means of any necessary major maintenance or repair of the runway, taxiway or related facilities; provided; however, that the City will make all reasonable efforts to secure funding for such maintenance and repairs through TxDot or other grants or insurance claims. The RAAPOA will assess and collect such additional funds and dues from its members sufficient for RAAPOA to make any payments required under this Section.

**Section 5.** **Cost of Improvements.** The RAAPOA shall during the term of this Agreement collect from its members and pay to the City sufficient funds and monies to fund and pay the cost of all necessary and useful capital improvements that are made to the existing Airport environment that are not paid and fuuded by a state or federal grant. As a general rule financial participation by tbe RAAPOA on grant supported Capital Projects shall be limited to five percent (5%) of the total project cost unless botb parties agree to other financial arrangements. Nothing herein, shall preclude the City or tbe RAAPOA from funding Capital Improvement on or around the Airport whicb are not supported by grants or that may be funded in entirety by the City or the RAAPOA; however, all Capital Improvements undertaken at the Airport are subject to the approval of the City.

**Section 6.** **Collection of Funds.** The RAAPOA shall during the term of this Agreement use all reasonably available lawful means, including but not limited to filing suit, enforcement of liens, foreclosure and denial of membersbip privileges, to collect from its members funds sufficient to meet its obligations pursuant to this Article 2.

The RAAPOA shall have the authority to determine and collect tenant aircraft parking fees from all property owners and airplane owners utilizing the airport; provided that fees charged to non-property owners shall be approved by the City Council.

## Article 3.
## General Provisions.

**Section 1.** **Term.** The term of tbis Agreement shall be 120 months, beginning on the 1st day of March 2009, and expiring at 12:00 P.M. local time on the last day of February 2019.

**Section 2.** **City Funding.** Any and all funding by the City of Lago Vista under this agreement is subject and limited to anuual appropriations as approved by the City Council. If for any fiscal year the City does not appropriate funds sufficient in the judgment of the City Council to perform tbe City's obligations under Article 1, Section 1, tbe RAAPOA may terminate this Agreement.

If the city ,materially reduces, or does not provide. the services listed in Article 1, Section 1. the Annual use fee as stated in Article 2, Section 3, shall be amended accordingly.

**Section 3.** **Airport Property.** All property, real or personal, and all assets, equipment, furniture and fixtures presently or hereafter located on the grounds and property of the Airport shall, as between the City and the RAAPOA, be and remain the property of the City. All assets, equipment, furniture, fixtures and supplies purchased with funds and monies paid by the RAAPOA to the City pursuant to this

Agreement shall be and become assets and property of the City immediately upon the purchase or other acquisition of such assets or property.

**Section 4.** **Entire Agreement.** This Agreement embraces the entire agreement between the parties hereto and no statement, remark, agreement, or understanding either oral or written, not contained herein shall be recognized or enforced, except that this Agreement may be modified by a written addendum by and between the City and the RAAPOA. Effective as of the date of the execution of this Agreement by both parties, all other contracts, agreements and leases by and between the City and the RAAPOA are cancelled.

**Section 5.** **Miscellaneous.** (a) For the purpose of this Agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

(b) The captions and headings are inserted solely for convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

(c) The parties to this Agreement acknowledge and agree that they are the principals to the Agreement and have the power, right, and authority to enter into this Agreement and are not acting as an agent for the benefit of any third party.

(d) This Agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this document shall be in Travis County, Texas.

(e) If any section, paragraph, sentence, or phrase entered in this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this Agreement which can be given effect without the illegal or unenforceable section, paragraph, sentence, or phrase and to this end, the provisions of this Agreement are declared to be severable.

(f) The recitals hereinabove are incorporated herein and made a part of this contract.

(g) Save and except for conduct, e.g. intentional wrongful action, that may not be insured against, or that is commonly excepted from insurance coverage, the City shall be solely responsible for any liabilities or claims that may arise from or with respect to the performance, or non-performance, of the duties and responsibilities of the Parties with respect to the operation and maintenance of the Airport; provided that this provision shall not be construed to create, establish or support any benefit, right or claim for or on behalf of any third party. This provision is solely for the benefit of the City and the RAAPOA,

and the City will obtain and maintain such liability insurance or risk pool coverage as the City finds necessary and reasonable to insure the City and its officers and employees against any claim or cause of action arising out of the operation and maintenance of the Airport.

EXECUTED and effective, as of the 1st day of July 2009.

**City of Lago Vista, Texas**

Randy Kruger, Mayor

**Rusty Allen Airport Property Owners Association, Inc.**

James Avalt, President

## ZONING DISTRICTS

| ABBREVIATED DESIGNATION | ZONING DISTRICT |
|---|---|
| R-O | Zero Lot Line |
| R-1 A through G | Single-family residential |
| R-1M | Mobile Home |
| R-2 | Two-Family Residential |
| R-4 | Multi-family Residential (Apartments, Townhouses and cottages) |
| RR-A | Restricted Single Family With Aircraft |
| C-1 A through C-1C | Professional, Business Office, Low Density Retail |
| C-2 | Commercial; Large Scale |
| C-3 | Commercial, Marina |
| C-4 | Commercial, Airport |
| C-6 | Large Commercial/Retail Zoning District |
| C-R | Commercial. Resort |
| MI | Minimal Impact District |
| LI | Light Industrial Zoning |
| U-1 | Governmental, Educational, Industrial, Utility and Institutional, including any required equipment storage areas |
| P, P-1A, P-1B, P-1C, P-2 | Park Districts |
| G-1 | Golf Courses & Supporting Facilities |
| PDD | Planned Development District |
| TR-1 | Temporary Zoning designation, no development or building authorized until permanent zoning approved |

**R-1A through R-1G-Single-Family Residential District.**

**Purpose.** This districts are intended to include lands within, the corporate limits of the City being used, or intended to be used, for single-family residential purposes and associated uses. The district is designed to provide sufficient, suitable residential neighborhoods, protected from incompatible uses, and provided with necessary facilities and service.

**Development Standards.**

| RESIDENTIAL | Max Impervious Cover % | Min. Living Area (sq. ft.) | Front Setback (ft.) | Rear Setback (ft.) | Min. Side Yard Setback (ft.) | Total Side Yard Setback (ft.) | Corner Setback (ft.) | Building Height (ft.) |
|---|---|---|---|---|---|---|---|---|
| Single Family | | | | | | | | |
| R-1A | 50 | 1200 | 25 | 25 | 5 | 15 | 15 | 15 |
| R-1B | 50 | 1500 | 25 | 25 | 5 | 15 | 15 | 15 |
| R-1C | 50 | 1700 | 25 | 25 | 5 | 15 | 15 | 15 (see note) |
| R-1D | 50 | 1200 | 25 | 25 | 5 | 15 | 15 | 18 |
| R-1E | 50 | 1500 | 25 | 25 | 5 | 15 | 15 | 18 |
| R-1F | 50 | 1500 | 25 | 25 | Within Lot Lines | | 15 | 18 (above 722') |
| R-1G | 50 | 1800 | 25 | 25 | 5 | 15 | 15 | 18 |

Note-18' at The Cove

**Permitted Uses**.

| | |
|---|---|
| Accessory Building or Use | Park – Passive |
| Bed and Breakfast Establishment – Special Use Permit | Playground |
| Churches, Temples | Police Station |
| Community Home | Pumping Plant-Public |
| Dwelling – Single Family | **Realty Office – temporary |
| Family Home Facility – must be authorized per ordinance | School-Public/Private |
| Fire Station | ***Short Term Occupancy |
| Golf Course | Substation-public utility |
| *Home Based Business | Swimming Pool-private |
| Library | Telephone Exchange |
| Livestock or Poultry shelter or care, Stable-Special Use Permit | Water tank-surface, subsurface, public |

* Permitted only in accordance with Zoning Ordinance, Exhibit A Section 16, Home Occupations.

** For additional requirements, see the building code.

*** Permitted only in accordance with Zoning Ordinance, Exhibit A, Section 23, Short-Term Occupancy

**RR-A Restricted Residential with Aircraft**

**Purpose.** This district is available only to residential property that abuts the municipal airport at a location at which a permit may be issued in compliance with the applicable rules and regulations of the Federal Aviation Administration, the Rusty Allen Airport Property Owners Association, and the applicable restrictive covenants, if any, provided in any grant or contract with a Federal or State agency. The purpose of this district is to provide an appropriate zoning district so that qualifying property may be used for a single family dwelling with a hangar, and has "through the fence" access to the municipal airport.

**Development Standards.**

| RESTRICTED RESIDENTAIL WITH AIRCRAFT | Lot Area % | Min. Living Area (sq. ft.) | Front Setback (ft.) | Rear Setback (ft.) | Min. Side Yard Setback (ft.) | Total Side Yard Setback (ft.) | Corner Setback (ft.) | Building Height (ft.) |
|---|---|---|---|---|---|---|---|---|
| RR-A | Res w/aircraft | 1800 | 25 | 25 | 5 | 15 | 15 | 28 |

**Permitted Uses.**

| |
|---|
| Accessory Building or Use |
| Community Home |
| Dwelling-single family with hangar |
| Family home facility |
| Fire Station |
| *Home Based Business |
| Livestock or Poultry Shelter of Care, Stable-Special Use Permit |
| Pump Station-Public |

* Permitted only in accordance with Zoning Ordinance, Exhibit A Section 16, Home Occupations.

**C-4 Airport District.**

**Purpose**. This district is intended to include lands within, the corporate limits of the City to be used for the commercial development of an airport, to include aircraft operating and refueling facilities, hangars and ramp space related to aviation. This district also provides space for financial, administrative, and business services compatible with the district's function as one focal point of community activity.

**Development Standards.**

| COMMERCIAL<br>C-4 Airport<br>Buildings meet C-1C standards | Lot Area % | Min. Living Area (sq. ft.) | Front Setback (ft.) | Rear Setback (ft.) | Min. Side Yard Setback (ft.) | Total Side Yard Setback (ft.) | Corner Setback (ft.) | Building Height (ft.) |
|---|---|---|---|---|---|---|---|---|
| Lots 1-21 | 100 | 750 if provided | 25* | 0 | 0 | | | |
| Lots 22-43 | 100 | 750 if provided | 7.5 | 0 | 0 | | | |
| Lots 44-47 | 100 | 750 if provided | 25* | 0 | 0 | | | |
| Lots 48-56 | 100 | 750 if provided | 0 | 20 | 0 | | | |
| Lot 15100 Rezoned 03-04-17-03 | | | 25 | 25 | 5 | 15 | | |
| (includes 12 un-platted parcels between 44 & 52 contiguous to Lot 57) | | | | | | | | |

**See Zoning Ordinace for Restrictions**

**Permitted Uses:**

| STRUCTURE/USE | |
|---|---|
| Accessory Building or Use | Parking lot, commercial |
| Aircraft hangar, servicing, repair, operations | Plumbing, HVAC, roofing supply |
| Cabinet shop/commercial | Police station |
| Canvas goods fabrication | Pumping plant-public |
| Carpentry shop | Restaurant |
| Drapery manufacturing | School-business/commercial |
| Electric appliance shop/repair | Studio-artist |
| Expressing, baggage, delivery service | Substation-public utility |
| Fire Station | Telephone exchange |
| Fuel storage | Tinsmith & sheet metal |
| Heliports | Upholstery shop |
| Helistops | Warehouse |
| Marina | Water tank-surface, subsurface, public |
| Museums | Wireless Communications Systems |
| | Whole sale distribution |

**LI Light Industrial Zoning District**

**Purpose.** This district is intended to include those lands and improvements within the corporate limits of the City used, or intended to be used, for functions related to the development of manufacturing or assembly facilities, warehouse or self storage facilities, machine shop or fabrication facility, automotive repair or body shop facilities, salvage or recycling facilities, cargo unloading or transfer facilities, electrical substations or generation facilities, asphalt or concrete production facilities, quarry, mining or rock crushing facilities, and any undertakings that might involve multi-shift employment and might require a large parcel of land.

**Development Standards.**

| Light Industrial | Lot Area % | Min.Living Area (sq.ft.) | Front Setback (ft.) | Rear Setback (ft.) | Min. Side Yard Setback (ft.) | Total Side Yard Setback (ft.) | Corner Setback (ft.) | Building Height (ft.) |
|---|---|---|---|---|---|---|---|---|
| | 60 | | 25 | 25 | 10 | 20 | 25 | 35 |

**Permitted Uses:**

| STRUCTURE/USE | Florist |
|---|---|
| Accessory Building or Use | Food store-convenience |
| Amphitheater | Food store-supermarket |
| Amusement arcade | Fuel storage |
| Amusement Park | Furniture, appliance store |
| Antique shop | Greenhouse-wholesale |
| Arcades-Special Use Permit | Greenhouse-retail |
| Asphalt and Concrete Production | Hardware, paints, wallpaper |
| Auditorium | Health club/spa |
| Auto Sales and Service | Heliports-Special Use Permit |
| Auto wash, Tune-Up, Repair | Helistops-Special Use Permit |
| Bakery | Hobby shop |

| | |
|---|---|
| Bank, Savings and Loan | Hospital |
| Barber, Beauty Shop | Hotel |
| Bars, Taverns, retail liquor | Meat Markets |
| Beverage, Bottling or distribution | Mini warehouse (inside storage only) |
| Bike/motorbike sales & service | Mini warehouse (with outside storage) |
| Billiard/Pool Rooms | Mortuary |
| Boat storage (outside) | Motel |
| Boat Sales or Service | Museums |
| Book/stationary shop | Office building--commercial, governmental |
| Bowling alley establishment | Open storage |
| Building material sales | Park-and-ride facilities |
| Bus depot | Parking lot, Commercial |
| Cabinet shop/commercial | Pet boarding with outside run |
| Cafeterias | Pet store-no outside run |
| Camera store | Photo studio |
| Canvas goods fabrication | Plumbing, HVAC, roofing supply |
| Carpentry shop | Police station |
| Carpet, rug cleaners | Pumping plant-public |
| Carting, hauling, storage warehouse | Printing shop |
| Catering establishments | Quarry, Mining, Rock Crushing |
| Clinics (medical) | Radio, TV, VCR sales/service |
| Clothing store--men's and/or women's | Radio, TV studio |
| Club, not nightclub | Realty office |
| Coal, sand, gravel yards | *Realty office-temporary |
| Craft, hobby shop | Recreation facility, commercial |
| Dance halls | Recreation Vehicle Park |
| Dept. store, sporting goods, novelty, toy shops | Restaurant |
| Dog and cat grooming | Retail store-general |
| Drug store, soda fountain, tobacco, candy shops | Service station |
| Dry cleaning | Sign Shop |
| Electric appliance shop/repair | Specialty and novelty establishments |
| Employment agency | Storage & sale of autos, trailers, farm implements & equipment, & similar equipment on open lot |
| Exhibition and rodeo grounds | Substation-public utility |
| Expressing, baggage, delivery service | Swimming pool-private |
| Fabric shop | Tailor & dressmaking shop |

| | |
|---|---|
| Farmers markets | Theater-indoor |
| Fire Station | Tinsmith & sheetmetal |
| Ice cream store | Trailer, truck, bus sales |
| Interior Decorator | Upholstery shop |
| Jewelry, optical goods | Veterinary hospital, no outside run |
| Junk & salvage yards, all open air storage of junk, waste and salvage material-Special Use Permit | Vocational & Private School |
| Kennels-Special Use Permit | Warehouse |
| Laboratory | Water tank-surface, subsurface, public |
| Laundromat | Wildlife sanctuaries |
| Laundry-commercial | Wireless Communications Systems |
| Library | Whole sale distribution |
| Livestock or Poultry shelter or care, Stable-Special Use Permit | |
| Machine shop, metal products, welding | |
| Manufactured housing sales | |
| Manufacturing and Assembly | |
| | |

**U-1 Utility, Governmental, Educational, and Institutional District.**

**Purpose**. This district is intended to include those lands and improvements within the corporate limits of the City used, or intended to be used, for those functions which are normally supportive of governmental, educational, religious, public or City-wide activities which benefit the citizenry as a whole and often require large amounts of land.

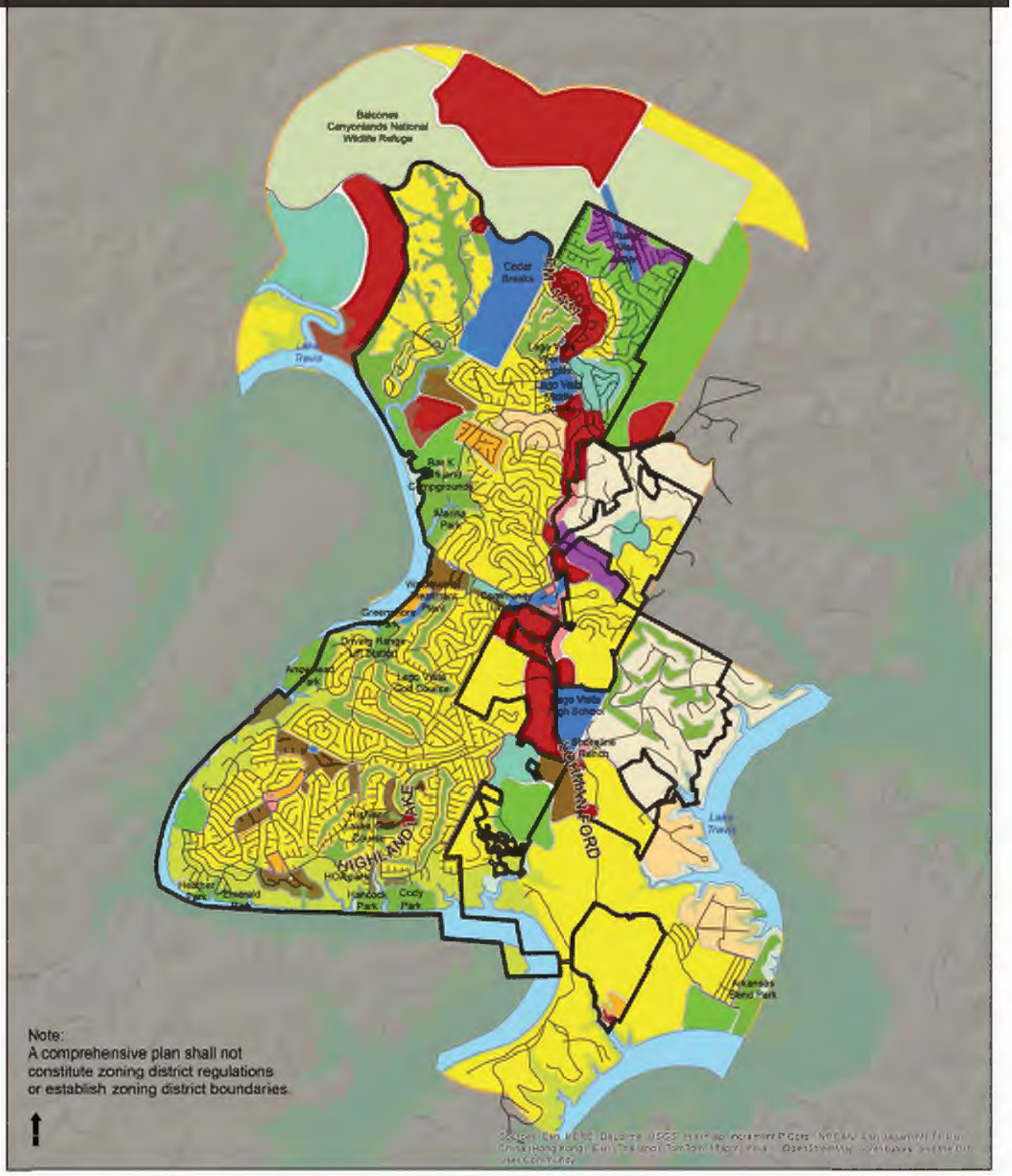
**Development Standards.**

| UTILITY, GOVERNMETAL, EDUCATIONAL, INSTITUTIONAL | Lot Area % | Min. Living Area (sq. ft.) | Front Setback (ft.) | Rear Setback (ft.) | Min. Side Yard Setback (ft.) | Total Side Yard Setback (ft.) | Corner Setback (ft.) | Building Height (ft.) |
|---|---|---|---|---|---|---|---|---|
| U-1 | 60 | N/A | 25 | 25 | 10 | 20 | 25 | 60 |

**Permitted Uses:**

| | |
|---|---|
| Accessory Building or Use | Park–Active |
| Chapel | Park–Passive |
| Cemetery | Parking Lot-Commercial |
| Churches, Temples | Pet boarding with outside run |
| Clinics (medical) | Playground |
| College or University | Police Station |
| Community Center | Pumping plant-public |
| Fire Station | Recreation facility-Commercial |
| Golf Course | School-public/private |
| Heliports-Special Use Permit | School-business/commercial |
| Helistops-Special Use Permit | Substation-public utility |
| Library | Swimming pool-public |
| Livestock or Poultry, shelter or care, Stable-Special Use Permit | Telephone exchange |
| Museums | Water tank-surface, subsurface, public |
| Office , Medical & General | Wireless Communications Systems |
| | |

# Figure 9. Future Land Use Map



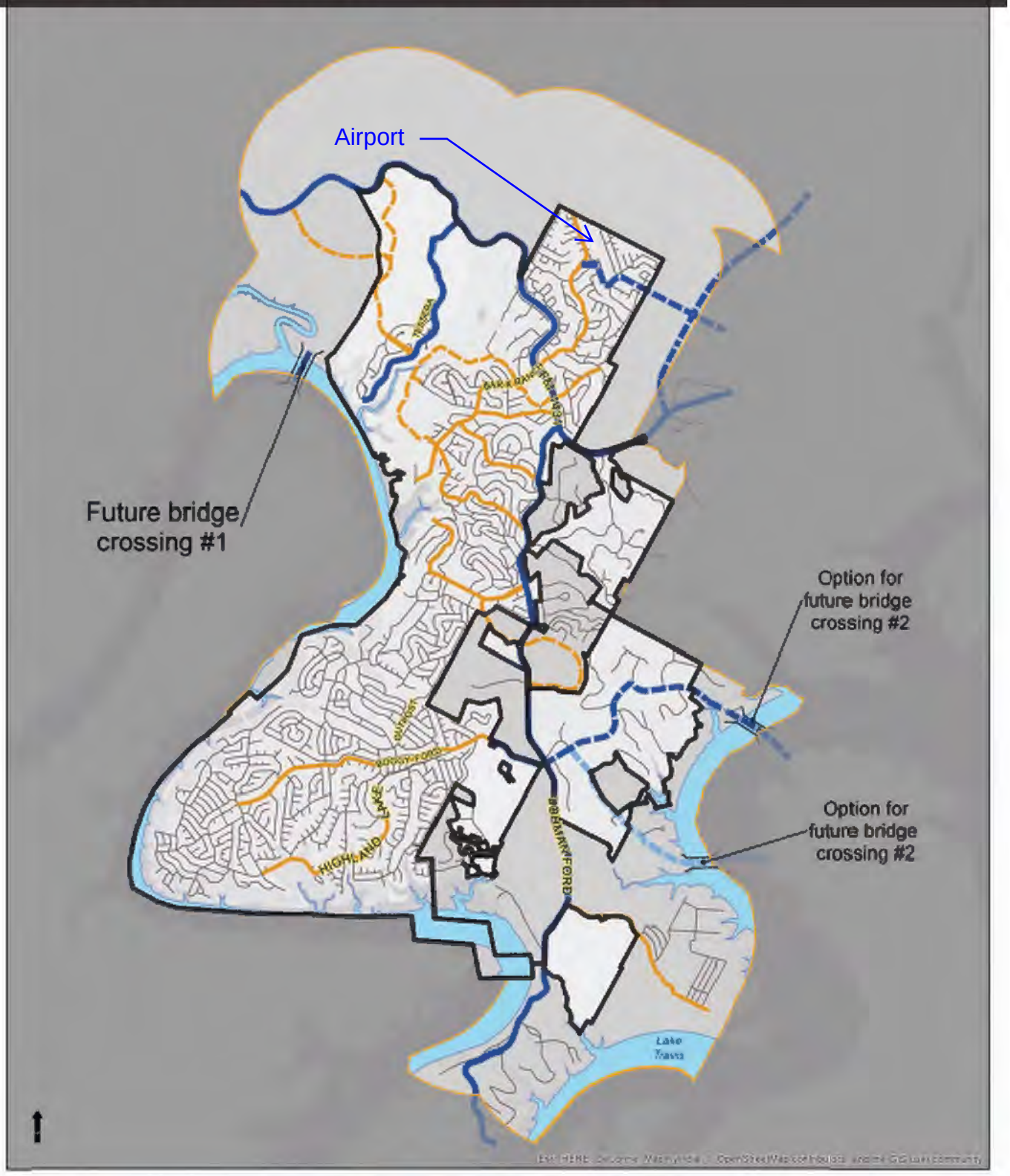

Note:
A comprehensive plan shall not constitute zoning district regulations or establish zoning district boundaries.

Rural Residential
Estate Residential
Low Density Residential
Medium Density Residential
High Density Residential
City Park
POA Park
Balcones Canyonlands
Mixed Use
Neighborhood Retail/Office/Commercial
Regional Retail/Office/Commercial
Public/Semi-Public
Industrial
Lago Vista City Limits
Lago Vista ETJ
Flood Prone

City of Lago Vista

From 2030 Comprehensive Plan

# Figure 29. Future Transportation Map




Minor Arterial Undivided
Future Minor Arterial
Future Collector
Collector
Residential Street
Lake Travis
Lago Vista City Limits
Lago Vista ETJ

City of Lago Vista

From 2030 Comprehensive Plan

PSC

PARKHILLSMITH&COOPER

The City Of

# Lago Vista