Jones Field Airport
Rules and Regulations
**Section 1. Introduction**

1.1 **Purpose** – These Rules and Regulations govern the operation, management, and development of Jones Field Airport.

1.2 **Waivers** – The Airport Manager may waive or modify the Rules and Regulations for the benefit of any governmental agency performing non-profit public services, fire protection, and fire-fighting operations. The Airport Manager may also waive or modify these rules or regulations when it is determined that such waiver is to the benefit of the City of Bonham.

1.3 **Previous Rules and Regulations** – These Rules and Regulations supersede and cancel all previous rules and regulations for Jones Field Airport adopted by the City of Bonham.

**Section 2. Definitions**

2.1 **Defined Terms** - Terms used in these Rules and Regulations are defined below. Words related to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise. All other words will be construed according to their common literal meaning.

- **Agricultural Aviation Operator** is defined as a person or company that conducts aerial applications of agricultural products.

- **Airport** is defined as the Jones Field Airport owned and operated by the City of Bonham, Texas.

- **Airport Manager** is defined as the Airport Manager for the Airport as assigned by the City Manager of the City of Bonham or as appointed by the City Council of the City of Bonham, Texas.

- **Aircraft** is a vehicle for traveling through the air.

- **Aircraft Operations Area (AOA)** includes aprons, ramps, taxiways, and runways located at the Airport.

- **Airport Tenant** is a person, partnership, firm, association, corporation or entity leasing or using airport property solely for the purpose of storing aircraft.

- **City** refers to the City of Bonham, Texas.

- **City Manager** is defined as the appointed official by the City Council to direct the administration of the City.

- **Ramp/Apron** is defined as a paved area suitable for aircraft parking.

- **TxDOT** is defined as the Texas Department of Transportation.
Section 3. Operating a Commercial Business

3.1 No Commercial Activity - No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity unless granted express written consent by the City.

3.2 Application for Operating a Commercial Business – Any person, partnership, firm, association, corporation or entity, incorporated or otherwise, wishing to perform commercial aviation activities shall submit an application, in writing, to the Airport Manager, who will forward the application to the City Manager for approval. The application shall include the following information.

A. Name and address of business;
B. Proposed date for commencement of operations;
C. Services to be offered;
D. Description of buildings to be constructed or leased;
E. Number of aircraft operated;
F. Number of personnel to be employed;
G. Ability to comply with City insurance requirements;
H. Evidence of financial responsibility from a bank or from such other sources that may be readily verified through normal banking channels;
I. Evidence of financial capability to initiate operations;
J. Description of past experience in the specified aviation services proposed to be provided at the Airport, together with a statement setting forth personnel to be used for the operations and the experience of said personnel.

Section 4. General Rules and Regulations

4.1 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.

4.2 Safeguard of Persons and Property – The Airport Manager shall at all times have authority to take all necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

4.3 Compliance - Any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by the Airport Manager.

4.4 Through-the-Fence Operations – No person, partnership, firm, association, FBO, corporation or entity, incorporated or otherwise, shall be permitted direct ground access to the Airport by their aircraft, customer’s aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport without prior coordination with and approval of the City and TxDOT.

4.5 Lien of Charges – To enforce the payment of any charges for storage or care of any personal property by the City or its agents in connection with the operation of the Airport, the City may place a lien upon such personal property, which shall be enforceable as provided by the law. 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.
4.6 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.

4.7 Surreptitious Activities – Any person observing suspicious, unauthorized or criminal activities should report such activities directly to the Airport Manager and local law enforcement.

4.8 Wrecked Aircraft – Every aircraft owner, his/her pilot, or agents, shall be responsible for notifying the FAA and promptly removing disabled or wrecked aircraft from the AOA, under direction of the Airport Manager.

4.9 Repairs to Aircraft - No aircraft shall be repaired on any part of the AOA. All outside repairs should only be made in places designated by the Airport Manager.

4.10 Damage to Airport – Any person, individual, or entity or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of the rules, through vandalism, or any act of negligence, shall be liable therefore in and to the City.

4.11 Injury to Person – Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using airside facilities) do so at their own risk and with no liability incurring to the Airport or the City for injury or damage to person or property.

4.12 Visitors – Visitors meeting transit aircraft must park in the parking area east of the airport terminal. Visitors of an Airport Tenant’s hangar must either park vehicles in the Airport parking lot or shall follow the Airport Tenant directly to Airport Tenant’s hangar. All Airport Tenants are responsible for ensuring that their visitors and guests adhere to and follow these Rules and Regulations as well as the requirements of their lease agreement.

4.13 Registration – Each person or entity owning an aircraft based at the Airport shall provide registration information upon the request of the Airport Manager.

4.14 Animals – All animals on the Airport premises are regulated by existing ordinances enacted by the City of Bonham. In general, all animals shall be leashed or under control of the responsible party at all times.

4.15 Living Quarters – No person may make permanent living quarters on the Airport property. Exceptions to this rule for cause, such as alert crew members or security personnel, will be coordinated with the Airport Manager and approved by the City Manager.

4.16 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.

4.17 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.
4.18 **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 or litter is permitted to accumulate, the Airport Manager shall notify the Airport Tenant to remove the offending litter. If within ten (10) days after receipt of the letter, the Airport Tenant has not removed the litter as directed, the Airport Manager may have the area cleaned and the costs for such cleaning shall be charged to the Airport Tenant.

4.19 **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 these Rules and Regulations. 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 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 power parachute class shall be subject to approval by the City Manager and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City.

**Section 5. Ground Operations**

5.1 **Air, Ground and 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 operating in the AOA shall display flashing lights and comply with the FAA Advisory Circular 150/5210.
D. All vehicles that are authorized to operate in the AOA must have permission from the Airport Manager, and equipped with two-way aviation radio, and must remain in continuous communication with air traffic.

5.2 **Speed Limits** – The maximum speed limit for all vehicles is 15 MPH unless otherwise posted.

**Section 6. Airport Security**

6.1 **Security** – The Transportation Security Administration publication “Security Guidelines for General Aviation Airports”, Information Publication A-001 dated July 2017 or the most recent version, is available for reference at their website – [www.tsa.gov/](http://www.tsa.gov/). This document is used by the Airport as a guideline to security on the Airport and is incorporated herein.

**Section 7. Aircraft Operations Rules**

7.1 **Aircraft Tie Downs**

A. All aircraft not hangered shall be tied down and additionally should have the wheels chocked when remaining overnight and during inclement weather.
B. All aircraft owners or their agents are responsible for the tie down and security of their aircraft at all times and particularly during inclement weather.
C. Ramp parking is limited and any operator who requires their aircraft remain on the ramp for more than five days should notify the Airport Manager and ramp fees may apply. The Jones Field Airport ramp fee schedule is posted in the terminal building.

7.2 Running Aircraft Engines

A. Pilots shall follow all procedures outlined in the Aeronautical Information Manual ("AIM") and acceptable Federal Aviation Regulations ("FARs") related to starting of aircraft.
B. No engine shall be started, run up, or warmed up until the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

7.3 Damage to Airport Lighting – Report any lighting 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).

7.4 Taxiing Aircraft – All aircraft shall be taxied in a safe and responsible manner at a speed suitable to such operation. Departing aircraft yield to landing aircraft. Reckless operation will not be tolerated and is a violation of these Rules and Regulations.

7.5 Parking Aircraft

A. No unattended aircraft shall park anywhere on the ramp except in marked tie down areas.
B. Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump.
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.
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.

7.6 Loading and Unloading Aircraft – Loading or unloading aircraft with the engine running is prohibited. Any exception to this rule must be reviewed and approved by the Airport Manager.

7.7 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.

7.8 Emergency Locator Transmitter (ELT) – All pilots are urged to monitor and report any observed ELT activation.

7.9 Standard Traffic Pattern and Altitude, Non-Towered Airports – All flight activity will adhere to FAA Advisory Circular 90-66 (latest revision) “Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.

7.10 Clearing Public Right of Ways – Pilots are expected to be familiar with and comply with regulations and recommendations contained within FAR part 77.

7.11 Takeoffs on Other Than Runways – All takeoffs and 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.

7.12 **Agricultural Aviation Operations** – Agricultural (Ag) aviation operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting ag operations. All Ag operators shall coordinate with the Airport Manager before conducting Ag operations. Each Ag operator shall carry liability premises insurance in the amount of $1,000,000 dollars and identify the City as an additional insured, if requested by the City.

7.13 **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 aircraft operations for specific events such as air shows may be approved for specific times by the Airport Manager.

7.14 **Special Procedures, Parachuting**

A. The Airport Manager may, in the interest of safety, designate specific traffic procedures for certain operations, such as helicopters, air shows or fly-ins, ag aviation operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class.

B. Parachute descent onto the Airport property shall not be permitted without the recommendation of the Airport Manager and written approval from the City Manager. The Airport Manager may develop operating procedures and designate landing areas for parachute operations.

**Section 8. Fueling and Fire Safety**

8.1 **Fueling Aircraft**

A. All aircraft shall be grounded with engine shut down prior to fueling. Any exception to this rule must be reviewed and approved by the Airport Manager.


C. 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 State and Federal statutes, rules, and regulations. Aircraft storage tanks with capacity of over 100 gallons will need approval of the Airport Manager.

D. Persons or businesses wishing to dispense fuel into their privately owned aircraft shall not be denied; however, they must meet all reasonable requirements that the City places on other fuel suppliers, public or private.

E. Sale of aviation fuels or any type of fuel for aircraft is prohibited unless written approval from the City Manager is first obtained.

8.2 **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 refueling equipment is prohibited.

C. Flammable Fluids stored in hangars is addressed in the hangar lease.
D. Airport tenants and lessees shall supply and maintain fire extinguishers as addressed in any lease agreement.

Section 9. Lease of Airport Property and Construction on the Airport

9.1 Lease of Property - Hangars and other buildings or structures owned by the City may be leased to private individuals, partnerships, associations or entities on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial aviation business (upon express written consent of the City). The City may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with an approved Airport Master Plan / Airport Layout Plan and design guidelines. Aviation related use must be given priority in the use of leased or privately owned property, buildings, or structures. If the aviation needs of the Airport are sufficiently met, the City may authorize non-aviation use of any portion of the Airport or any building of the Airport on a case-by-case basis. Application of such non-aviation use be made to the City Manager and approval from TxDOT Aviation Division must be received prior to granting authorization for non-aviation use.

9.2 Lease Term Involving Loan or Deed of Trust Lien – A lease of airport property or facilities, upon proper approval by the City, shall be granted for a term in a negotiated set number of 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 at the end of the term lease, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed eighteen (18) months.

9.3 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).
B. All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises must be approved by the City and shall meet all rules, ordinances, including but not limited to all building, electrical and fire codes, as adopted by the City.
C. The City’s written approval of the plans and specifications must be obtained prior to construction of the improvements.
D. Any privately owned structure 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, must be removed after due notice to the owner in writing or the City will consider such structures abandoned and will take possession of the property without further liability to the tenant.
E. Leased land from which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and put back to its original or acceptable condition.

9.4 Assignment and Sub-letting – The leased premises or any rights thereunder may not be assigned without the prior written consent of the City. Any assignment or subletting shall be expressly subject to all terms and provisions of the original lease.

9.5 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; and any operating rules of the Club.

B. All aircraft of 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. 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.

9.6 **Environmental Issues** - 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 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 Substance Control Act, the Clean Air Act, and/or the Clean Water Act or any federal, state, and local governmental authority.

9.7 **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 or independent contractors 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, demand, 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.

9.8 **Environmental Notices** – An Airport Tenant shall promptly supply the Airport Manager 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 federal, state, or local authority that requires submission of any information concerning environmental matters or Hazardous Materials.
9.9 **Environmental Survival** – An Airport Tenant’s liability pursuant to any environmental issue shall survive the expiration or early termination of their lease.

9.10 **No Discrimination Allowed** – 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, in the construction of any improvements on the leased premises or the furnishing of services. The right to conduct aeronautical activities for furnishing services to the public is granted to an Airport Tenant subject to the agreement to furnish said services on a fair, equal and not unjustly discriminatory basis to all users.

9.11 **Hold Harmless** – The City shall not be liable to an Airport Tenant, or the Airport Tenant’s employees, agents, servants, customers, invitees, guests or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent areas owned by the City.

**Section 10. Knowledge of Rules Implied**

All persons shall be deemed to have knowledge of the contents of these Rules and Regulations. However, the Airport Manager is directed to have copies of these Rules and Regulations 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, upon request.

**Section 11. 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 other City rules applicable to the same area, the more stringent limitation, or requirement shall govern and prevail.

**Section 12. Penalty for Violation**

Penalties for violations of these Rules and Regulations as contained herein, or as amended, will be determined as appropriate by the Airport Manager, unless such violations also include City Ordinances or state or federal laws and in which case, appropriate legal penalties will be sought. Appropriate penalties for violation of these Rules and Regulations may include, but are not limited to denial of use of the Airport and its facilities, and/or revocation of privileges, permits or authorization to conduct business and/or termination of lease agreement(s). The Airport Manager or City Manager may request authorized police officers to investigate any suspected violation of these rules.

**Section 13. Appeal Process**

Any persons shall have the ability to appeal a violation issued subject to the following provisions:

A. Providing written notice of appeal to the Airport Manager within ten (10) days of notification of the violation.
B. The notice of appeal will be forwarded to the City Manager for review by the City Manager.
C. Appellant shall be notified, in writing, of the date of the scheduled hearing on the appeal.
D. Appellant shall be present at the appeal hearing to justify his/her violation. If person is not present, the Airport Manager’s issued violation shall remain unchanged.
E. The City Manager shall render their decision in writing within ten (10) calendar days of the conclusion of the hearing and the decision shall be final as to whether the violation stands or is waived.