

WAYNE MUNICIPAL
AIRPORT AUTHORITY
City Council Chambers
January 13, 2014
7:00 p.m.

Presentation by Sonya Tompkin's Lego group

1. Call to Order

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the City Council Chambers.

The Airport Authority reserves the right to adjourn into executive session as per Section 84-1410 of the Nebraska Revised Statutes.

Public Comments - Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes after being recognized by the Chair.

2. Approval of Minutes

3. Approval of Claims

4. New Business

- Election of officers
- Concrete between hangars & west drive & hangar

5. Old Business

- Progress report on terminal/hangar
- Tornado - updates
- Hangar leases
- Airport rules

6. Airport Managers comments

7. Member comments

8. Adjourn

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: January 10, 2014

TO: Wayne Airport Authority

FROM: Nancy L. Braden, Finance Director

Sonya Tomkins has students that belong to a Lego Club. One of their assignments was to pick a natural disaster and design something that has never been done before and build it out of Lego's. Her students have selected the tornado and the airport. They will be presenting their project in the Lego completion later this month and want to present the project to the Airport Authority too. I have told her they can start off our meeting. Sonya says this will give them a chance to practice their presentation before an audience.

- Election of Officers
 - I have been putting this on the agenda after elections. If no action is required, we can remove it from the agenda Monday night.
 - If we make changes to the chairman, we will need a signature resolution for the bank.
- Concrete between hangars & west drive and hangar
 - To improve drainage between Becker's storage building and the new hangar we may want to install concrete. A second suggestion is between the west drive and the new hangar. We had put rock in the area, but had a problem with rain water draining into the hangar before the October storm.
- Progress report Hangar/Terminal
 - Otte's have started the terminal
- Tornado Updates
 - Richards Electric has all runway lights on. He will install the beacon and wind cones when the weather warms up.
 - Tiedtke has the building started but I don't have time table for completion.
 - North Central Builders is waiting on Leseberg to do the concrete work. We still need the footing drawings to get the building permit for Becker's building.
 - Marcy Meyer is working on the AWOS equipment
 - The fuel tank has been cleaned and Stanley has put in a temporary pump. Todd has loaned us a smart phone so pilots can pay by credit card.
 - Homestead is to start putting up walls soon
 - Beiermann has gotten wiring to the house, the temporary lights for the apron. He will be working on getting the power line to the office. We will be renting the ground warming equipment from Woehler's to accomplish this and Leseberg will use it for the footings.
 - The house should be set here shortly and I will contact Angela Fleming to get window covering ordered.

- Hangar Leases
 - I have not had a chance to get letters to our former tenants, but we have verbal confirmation from 10 or 11 tenants. We also have a waiting list of three from before. I hope to get a letter out yet this month. Depending on when the 10 bay T-hangar is done, we need to have leases ready for tenants to sign. I have attached a copy of the changes I made to the lease based on Kyle's information he gave us last month and what I thought I heard the board address in their comments. Additions are in red and deletions are marked thru.
- Airport Rules
 - I have included the rules and regulations again. I have put in section numbers and letters. In section 8, B, d, I have crossed out what I recall being said at the last meeting. I also removed the section on insurance as I think the consensus was to not mandate the tenants have insurance.
- If any board member or other staff attend the Airport Symposium on January 23, 2014 Olsson's have extended an invitation to Carlos O'Kelly's for dinner and drinks.

WAYNE MUNICIPAL AIRPORT AUTHORITY

December 23, 2013

7:00 P.M.

A special meeting of the Airport Authority of the City of Wayne was called to order at the City Council Chambers on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerome Conradt, Todd Luedeke, Carl Rump and David Ley. Also, attending the meeting were Nancy Braden Treasurer, Kyle Dahl Airport Authority Attorney, Tom Becker FBO & Airport Manager, Karma Schulte, Jim Hoffman, Sandy Hoffman, Cap Peterson and Dana Tompkins.

Luedeke moved and Conradt 2nd to accept the Minutes of the December 9, 2013 Meeting. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2nd to accept all the Claims presented as of December 9, 2013 excluding Otte Construction Company billing that the Authority desired more information. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Cap Peterson agent for the authority's insurance policies discussed provisions under consideration for hanger leases, airport rules and grass runway liability as they pertain to our present insurance policies.

Nancy Braden brought us up to date on activities relating to tornado reconstruction efforts.

Ley moved and Conradt 2nd to table until the March regular meeting action on the grass runway improvements. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Conradt 2nd to table drafts of hanger leases and airport rules for further study. Roll was called with the following results: Yeas: Nissen, Luedeke, Conradt, Rump and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal actions on these matters were needed.

There being no further business Ley moved and Rump 2nd that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley
Secretary

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
January 13, 2014

PREVIOUS BALANCE 142,106.81

DEPOSITS:

Interest on checking account	20.25
Hangar Rent	330.00
EMC	823,098.71
County Treasurer	212.86

823,661.82

TOTAL AVAILABLE 965,768.63

CLAIMS:

Claims Paid December 9, 2013	27,764.50
Claims Paid December 23, 2013	71,473.02

BOOK BALANCE AS OF November 30, 2013 866,531.11

Plus Outstanding Checks	33,492.20
Less Outstanding Deposits	.00

BANK BALANCE AS OF November 30, 2013 900,023.31

WAYNE AIRPORT AUTHORITY
Additional Claims
January 6, 2014

Ck #6299	Beiermann Electric		
	Install temporary light pole	1,496.94	
	Wiring replaced to house code	1,481.35	
	Wire Temporary fuel pump	861.57	3,839.86
Ck #6300	Heritage Homes – house payment #2		69,915.00
Ck #6301	Homestead Homes – change order #1		12,400.00
Ck #6302	North Central Builders		
	4 place T-hangar.....	44,553.38	
	100 x 100 hangar.....	84,446.59	
	40 x 40 storage building.....	18,012.21	147,012.18
Ck #6303	Olsson Associates – structural review		4,790.00
		Total	\$ 237,957.04

WAYNE MUNICIPAL
AIRPORT AUTHORITY
January 13, 2014

Ck #6304	American Broadband – telephone	32.20
Ck #6305	Arnie's – Step, bed mat, mud flaps, strobe light, snow shield	2,484.12
Ck #6306	Becker Flying Service –	
	FBO	2,000.00
	Less FBO lease	(100.00)
		1,900.00
Ck #6307	Becker Flying Service – rental camper, generator, enclosed trailer	4,000.00
Ck #6308	City of Wayne	
	Hangar	171.24
	Office	157.86
	Flag poles	832.00
	Cell phone	50.55
	Treasurer's fee	250.00
		1,461.65
EFT	Department of Aeronautics - Hangar loan	1,027.00
Ck #6309	Fredrickson Oil - Tire repair	43.40
Ck #6310	Grossenburg – Ariens snow blower	1,469.18
Ck #6311	Heritage Homes – excavation, foundation, damp proofing, drain tile	24,252.00
Ck #6312	John Deere Financial – flat belt	108.54
Ck #6313	John's Welding & Tool –	
	Attachment for snow plow blade	150.00
	Weight box for concrete	396.66
	Parts for 3-point concrete box	6.37
	Modify loader mounts	408.92
		961.95
Ck #6314	North Central Builders – 10-bay T-hangar repairs	69,158.09
Ck #6315	Northeast Nebraska Public Power District – electricity PAPI's	26.00
Ck #6316	Otte Co –	
	Underground conduit – gate	980.60
	Labor for AWOS	3,985.70
		4,966.30
Ck #6317	Pender Implement – strobe light & service John Deere tractor	1,566.04
Ck #6318	Wisner West – Propane - camper	36.74
Ck #6319	Zach Oil – car wash and gasoline	20.12
	TOTAL	\$113,513.33

8. Control and Access. Lessor reserves the right to control the access to the buildings and hangars and Lessee shall not do anything, which shall interfere with the orderly and efficient operation of the airport by the Lessor.

9. Maintenance. Lessee shall keep the hangar in good repair and clean condition, and shall keep the hangar free and clear of all debris, rubbish, garbage and other materials that are not permitted to be stored in the hangar.

10. Keys. The Authority shall purchase a hangar lock. One key will be maintained by Tenant. The master key will be maintained by the Airport Manager or its authorized representative. The master key will only be used in case of an emergency or for inspections. Under no circumstances will Tenant replace the lock provided by the Authority.

11. ~~40.~~ Inspection and Repairs. Lessor or its designated agent shall have the right to enter and inspect the hangars and buildings at all reasonable times and places for the purposes of enforcing compliance with the terms and conditions of the within lease and ~~to take such action to make any such repairs or alterations to the hangars and buildings as are, in the sole opinion of the Lessor, desirable or necessary.~~ **Authority shall provide forty-eight (48) hours notice of its intent to inspect.** ~~The Lessor shall have a key to the hangar.~~

12. Repairs. Lessor or its designated agent shall have the right to enter to make any repairs or alterations to the hangars and buildings as are, in the sole opinion of the Lessor, desirable or necessary. The Lessor will attempt to contact the leasehold regarding entry unless it is deemed an emergency by the lessor or designated agent.

12. ~~44.~~ Relocation. Lessor reserves the right to change the location of Lessee's hangar and aircraft upon giving Lessee thirty days advance written notice of the change of location.

12. Disclaimer of Liability. Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents, or invitees during the term of this Agreement, including but not limited to loss, damage or injury to aircraft or other property of the Lessee that may be located or stored in the hangar, unless the loss is caused by or result from the willful negligence of the Lessor or its agents. The Lessee accepts and assumes such responsibility and liability.

13. Indemnification. Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the

WAYNE MUNICIPAL AIRPORT
STAN MORRIS FIELD
RULES AND REGULATION

Wayne Municipal Airport 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 Wayne Airport Authority 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.

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. "Airport" with a capital refers to the specific airport for which these rules are adopted.

1. COMPLIANCE WITH FEDERAL AVIATION ACT AND FEDERAL AVIATION REGULATIONS

A. The Federal Aviation Act of 1958 authorizes the administrator of the Federal Aviation Administration to prescribe air traffic rules and regulations governing the flight of aircraft. The Federal Aviation Regulations promulgated by the Administrator cover all flights on or in the vicinity of the airport.

B. Aircraft operators, pilots, airmen, and users of the airport are required to be familiar with and comply with the Federal Aviation Regulations, and in particular, Part 91, General Operating and Flight Rules, of the regulations.

C. All aeronautical activities at the airport and all flying of aircraft departing from and arriving at said airport, shall be conducted in conformity with the Federal Aviation regulations.

2. AIRPORT MANAGER SHALL ENFORCE RULES AND REGULATION.

The Airport Manager is empowered to oversee the operations of the airport and to apply and enforce the rules and regulations contained herein. The rules and regulations contained herein apply specifically to the airport and are supplemental to the Federal Aviation Regulations.

3. COMPLIANCE WITH APPLICABLE RULES AND LAWS

All persons using the airport shall be subject to, and governed by, the rules and regulations contained herein, and all other applicable provision of Airport Authority resolutions, city or county ordinances and resolutions, state and federal laws, and the Federal Aviation Regulations.

4. COMPLIANCE WITH RULES BY FLIGHT INSTRUCTORS AND STUDENTS

All based flight instructors shall inform their students of the rules and regulation contained herein. All flight instructors shall be responsible for the conduct of students under their direction during dual instruction. When a student is flying solo, it shall be the student's responsibility to observe and abide by these rules.

5. DUTIES AND POWERS OF THE AIRPORT MANAGER.

A. The Airport Manager shall represent the Airport Authority at all times in regard to all airport matters. He or she shall also have the following duties and powers:

- a. The Airport Manager shall at all times have authority to take such actions as may be deemed necessary to safeguard the public in attendance at the airport. Every fixed base operator, pilot, airman, mechanic, or other person employed on or using the airport shall cooperate to enforce these rules and regulations and to see that all person upon the premise use aim to prevent injury to persons or damage to property.

- b. The Airport Manager may suspend or restrict any or all operations at the airport whenever the action is deemed necessary in the interest of safety.
 - c. The airport manager may suspend, as a means of safeguarding the airport and the public, the privilege of the airport and its facilities to any person refusing to comply with these rules and regulations.
 - d. The Airport Manager shall have the authority to restrict airport operations to such portion(s) of the airport as he or she may deem necessary or desirable. Any part of the airport temporarily unsafe for aircraft operation which is not available for normal use shall be clearly marked in accordance with recommendations of the FAA.
 - e. The Airport Manager may issue permits or written permission for use of the airport as authorized herein.
 - f. The Airport Manager in any contingency or emergency not specifically covered by these rules and regulation is authorized to make such decisions as to him or hear may seem proper.
- B. Any person aggrieved by a decision of the Airport Manager restricting or prohibiting use of the airport and its facilities, or prohibiting or restricting airport operations, may, appeal the Airport Managers decision to the Airport Authority. A notice of appeal stating the grounds therefore shall be filed with the Airport Manager.

6. AIRPORT RULES & REGULATIONS

- A. Hours of Operation** - The airport shall be open for public use at all hours of the day and night, subject to these rules and regulations and subject to the condition of the landing area, as maybe determined by the Airport Manager.
- B. Access code/Devices** - Unless otherwise approved in writing by the Airport Manager, persons who have been provided either a code or access device for the purpose of obtaining access to the airport shall only use said airport-issued codes/devices and shall not divulge, duplicate or otherwise distribute the same to any other person.
- C. Interference with airport use prohibited** - No person shall unreasonably obstruct, impair, or interfere with the use of the airport by any person, or unreasonably obstruct impair, or interfere with the passage and safe, orderly and efficient use of the airport by any other person, vehicle, or aircraft.
- D. Animals at airport** - Animals may be permitted if restrained by a leash or confined in such a manner as to be under control at all times.
- E. Liability for airport use**
- a. The Airport Authority, its agents, or employees operating the airport assume no responsibility for damage to property stored thereon or property thereon of persons using the airport facility, by reason of fire, theft, vandalism, windstorm, flood, earthquake, and/or collision, nor does it assume any liability by reason of injury to persons while on the airport or while using the facility of same.
 - b. The Privilege of using the airport and facilities shall be conditioned upon the assumption of full responsibility and risk by the user thereto and such user shall release, hold harmless, and indemnify the Airport Authority, its officers, agents and employees, against claims arising from use of the airport.
- F. 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 Wayne Municipal Airport or its duly authorized agent.
- G. General Rules and Regulations**
- The following rules and regulations shall be observed in the use and operation of the Airport:
- a. **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.

- b. **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.
- c. **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.
- d. **Surreptitious Activities** – Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, local police, or the Transportation Security Administration General Aviation Information Hotline at 1-866-427-3287.
- e. **Removal of Wrecked/Disabled Aircraft** – The Operator and owner of Aircraft wrecked or disabled at the Airport shall be responsible for the prompt removal of such Aircraft and parts thereof as directed by the Manager, but shall not commence such removal without Permission. In the event of failure to comply with such direction within one (1) hour following said direction, such wrecked or disabled aircraft and parts may be removed by the Manager at the owner's or Operator's expense and without liability to the Airport Authority or the Manager for damage or loss which may result in the course of such removal.
- f. **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.
- g. **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 Wayne Municipal Airport.
- h. **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 Wayne Municipal Airport 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 Wayne Municipal Airport or by any other Authority having jurisdiction over the operation of the Airport.
- i. **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 order. This limitation shall not apply to students-in-training under licensed instructors or to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft
- j. **Registration** – Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration "N" number, and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.
- k. **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.
- l. **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.
- m. **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.
- n. **Registration of Based Aircraft** – The owners or operators of all Aircraft based at the Airport shall promptly register the Aircraft with the Manager and shall promptly report any change in Aircraft ownership or operator status. Flying Clubs shall file with the Airport manager a list of members and said list shall be updated quarterly.

- o. **Airport Machinery and Equipment** – No Person shall tamper with any Airport machinery or equipment.
- p. **Disposal of Petroleum Products, etc.** – All Petroleum Products, paints, solvents, acids or other hazardous or contaminating elements shall be disposed of off the Airport and in compliance with all applicable Federal and State environmental rules and regulations. In no event shall any of the above substances be disposed of or dumped in drains, catch basins or elsewhere on the Airport.
- q. **Tie-Down/T-Hangar Permit** – The Airport Authority may enter into a Tie-Down permit T-Hangar permit or lease with a person for use of a designated space, as defined in the Permit, for the storage of the Aircraft. The provisions of these Airport rules and Regulations are a part of the Permit to the extent not inconsistent with any provisions of leases in effect on the effective date of these rules.
- r. **Condition of Space** – The use of any part of the Space is determined by the terms of the Lease Agreement.

7. GROUND OPERATIONS

A. 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.

8. AIRCRAFT OPERATION RULES

A. 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. The tie downs are for temporary use only.

B. 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. Or within 50 yards of any business ~~or building~~

C. 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 Penalty for Violation section of this document.

D. 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 parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.
- f. 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.
- g. 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.

D. Standard Traffic Pattern and Altitude – 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.

E. Takeoffs – 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).

F. Airport Security – The Transportation Security Administration publication “Security Guidelines for General Aviation Airports”, Information Publication A-002 dated September 11, 2013, 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.

G. 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

9. FUELING, FLAMMABLE FLUIDS, AND FIRE SAFETY

A. Fueling Aircraft

- a. All aircraft fueling, fuel equipment, and procedures will be in accordance with Manual 407 – “Standard for Aircraft Fuel Servicing, 2007 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, 2000 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. 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.
- e. Persons or businesses wishing to dispense fuel into their privately owned aircraft shall not be denied; however, they must meet all reasonable requirements the Wayne Municipal Airport 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.
- f. 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.

- g. 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

B. 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. Hangar entrances must be clear in a manner such that emergency or fire / rescue personnel and equipment can immediately access the hangar without hindrance.
- f. 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.
- g. 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.

10. RADIO CONTROLLED AIRCRAFT – Model aircraft not capable of carrying a person shall be permitted to operate, take off or be launched from, flown over or land at the Airport.

- A. RC fliers shall be members of AMA or similar organization.
- B. Flying over spectators and vehicles is not permitted
- C. Give right-of-way and avoid flying in the proximity of full-scale aircraft
- D. Follow all AMA safety regulations not covered here.

11. LEASE OF AIRPORT PROPERTY AND CONSTRUCTION ON AIRPORT - Hangars and other buildings or structures owned by the Wayne Municipal Airport may be leased to private individuals, companies, or corporations on a yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial Fixed Base Operation (FBO).

The Wayne Municipal Airport may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, aprons, taxiways, and auto parking lots in accordance with an approved 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 Wayne Municipal Airport Authority 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 Wayne Airport Authority.

- A. **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 Airport Authority at the end of the lease term, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed eighteen (18) months.

B. Construction on Leased Property

- a. The FAA Form 7460-1, “Notice of Proposed Construction or Alteration,” (or most current FAA approved form) will be completed for all construction and submitted to the FAA via their online application. A favorable determination must be received from the FAA prior to any construction on

the Airport. No hangar or structure may be erected beyond the building restriction line or in conflict with the approved Airport Layout 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 and the National Electrical Code, and shall provide for the construction to be from material satisfactory and acceptable to the Airport Authority of Wayne, 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 Wayne Municipal Airport Authority'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 NDA 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 Authority. 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 Wayne Municipal Airport 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 Wayne Airport Authority must be removed after due notice to the owner in writing Wayne Airport Authority 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.

C. Assignment and Sub-letting -- Without the prior written consent of Wayne Airport Authority, 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.

12. 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.

13. 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. 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:

- B. in amounts in excess of that permitted or deemed safe under applicable law;
- C. or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A) & (B) are collectively referred to hereinafter as "Hazardous Materials").

14. 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.

- A. **Environmental Notices** – An Airport tenant shall promptly supply the Wayne Airport Authority 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.
- B. **Environmental Survival** – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

15. NON DISCRIMINATION COVENANTS

- A. Each lease will include as a covenant running with the land to insure that:
 - a. 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;
 - b. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.
 - c. The right to conduct aeronautical activities for furnishing services to the public is granted to an Airport tenant subject to the agreement:
 - d. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users.
 - e. 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.

16. KNOWLEDGE OF RULES IMPLIED – By adoption of this order, all persons shall be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the 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.

17. 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 Wayne Municipal Airport rules applicable to the same area, the more stringent limitation, or requirement shall govern and prevail.

18. 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 Wayne Airport Authority. 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 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 Wayne Municipal Airport may request authorized police officers to investigate any suspected violation of these rules. The Airport Authority shall be entitled to revoke any applicable lease agreement or to seek injunctive relief for violation of any provisions of these Rules and Regulations.

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

Nancy Braden - Olsson Associates' Invitation to Carlos O'Kelly's

From: Diane Hofer <dhofer@olssonassociates.com>
To: Diane Hofer <dhofer@olssonassociates.com>
Date: 01/10/2014 7:49 AM
Subject: Olsson Associates' Invitation to Carlos O'Kelly's

Please Join Us!

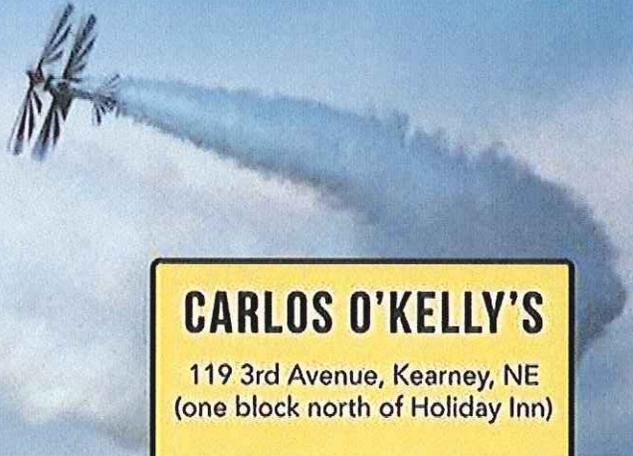
at Carlos O'Kelly's for a buffet-style dinner and drinks

Wednesday
January 22nd, 2014 **6:15 - 9:00 p.m.**

Olsson Associates is hosting a buffet-style dinner and drinks during the 22nd Annual Nebraska Aviation Symposium in Kearney.

Drop in any time from 6:15-9:00 p.m. on Wednesday, January 22nd at Carlos O'Kelly's, one block north of Holiday Inn.

Please extend our invitation to other Airport Authority, Airport Advisory Board, or airport staff who are attending the conference from your community.



CARLOS O'KELLY'S

119 3rd Avenue, Kearney, NE
(one block north of Holiday Inn)

WEDNESDAY, JANUARY 22ND
6:15-9:00 P.M.

For more information, or to RSVP, contact:
Diane Hofer, PE | 402.641.4468 | dhofe@oaconsulting.com
Tom Trumble, PE | 402.458.5624 | ttrumble@oaconsulting.com
Dave Post | 308.627.5800 | dpost@oaconsulting.com



Diane Hofer, P.E. | Airports | Olsson Associates
1111 Lincoln Mall, Suite 111 | Lincoln, NE 68508 [dhofe@olssonassociates.com](mailto:dhofer@olssonassociates.com)
TEL 402.458.5681 | CELL 402.641.4468 | FAX 402.474.5160

