**City of**

**Tekamah, NEBRASKA**

**TEKAMAH MUNICIPAL AIRPORT**

**RULES AND REGULATIONS**

**AND MINIMUM STANDARDS**

**FOR AIRPORT ACTIVITIES**



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**PREFACE**

The Tekamah Airport Authority, as owner/operator of a federally obligated airport, is responsible for instituting Rules and Regulations found under the Federal Aviation Regulations for the safe operation of the airport and instituting Minimum Standards establishing the threshold entry criteria for those wishing to provide commercial aeronautical services to the public on the Tekamah Municipal Airport. It has been generally acknowledged and proven by history that the development, updating and enforcement of Minimum Standards can diminish complaints by potential or existing aviation businesses at public airports.

This document was produced through the cooperative efforts of the Tekamah Airport Authority and tenants and users of the Tekamah Municipal Airport. Industry standards provided by other public airports of similar size and nature, as well as the American Association of Airport Executives, the National Air Transportation Association, the Aircraft Owners & Pilot Association's Airport Support Program for Minimum Standards for Commercial Aeronautical Activities were used as the basis for its content.

This document helps ensure that the Tekamah Airport Authority meets all of its obligations to the Federal Aviation Administration in providing and allowing services on the Tekamah Municipal Airport that are provided on a fair and equal basis, and protects the interests of existing and future tenants in ensuring the same.

The official copy of these rules and regulations, as amended from time to time, shall be maintained in the office of the Tekamah Airport Authority of Tekamah Nebraska at 3997 County Road G.

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**1.00 GENERAL**

The rules set out in these Chapters are adopted for the regulation of any airport owned and/or operated by the Tekamah Airport Authority. These rules may be cited as Tekamah Municipal Airport Rules and Regulations, or the Rules and Regulations.

Individual policies and procedures of the Tekamah Airport Authority remain in effect except as otherwise revised, cancelled or replaced by the Tekamah Airport Authority.

It is the intent of the rules and regulations in these Chapters to establish and promulgate the standards deemed necessary to the maintenance and promotion of the peace, health, good government and welfare of Tekamah Airport Authority owned/operated airports; to provide for the best performance of functions thereof; to promote the security of persons using the airport and its facilities; and by such rules and regulations, to provide enforcement for violation thereof.

The rules and regulations in these Chapters shall constitute a special enactment effective only within the boundaries of the airport and not otherwise.

 **1.01 Federal Aviation Administration Regulations and Procedures**

All flight and ground aircraft operations and vehicle operations at the airport shall be conducted in accordance with FAA rules and regulations and FAA approved policies, procedures, and recommendations for aircraft and airports, now in effect or hereafter promulgated, which rules, regulations, policies, procedures and recommendations are incorporated into these rules and regulations by reference.

Any Airport Certification Manual, Operations Manual or Ground Vehicle Operation Handbook now in effect or hereafter adopted for the airport, upon adoption, is incorporated into these rules and regulations by reference.

 **1.02 Same; Tekamah Airport Authority Policies and Procedures**

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Any policy of the Tekamah Airport Authority now in effect or hereafter adopted or revised, upon adoption or revision, is incorporated into these rules and regulations by reference.

Any Minimum Standards, Business Franchise Policy and Rates and Charges now in effect or hereafter adopted or revised, upon adoption or revision is incorporated into these rules and regulations by reference.

**1.03 Exemptions**

Exemptions to these rules and regulations may be granted pursuant to the following requirements.

1. Exemptions must be approved by the Tekamah Airport Authority Board.
2. Each exemption must be petitioned separately in writing and addressed to the Tekamah Airport Authority, delivered to the Airport Manager.
3. A petition for exemption must state the regulation for which exemption is requested, the reason justifying the request for exemption, the duration or number of instances for which the exemption is requested, and any other pertinent information relevant to the request or as requested from the Airport Manager and/or Tekamah Airport Authority.

The Tekamah Airport Authority has the right at its sole discretion to grant or deny a petition for exemption based upon the best interest of the airport.

**2.00 ENFORCEMENT**

 **2.01 Intent**

This Chapter is designed to establish and define enforcement authority necessary to the maintenance and promotion of the peace, good government and welfare of the airport for the order and security of its inhabitants, users and visitors; and to protect the peace, lives, health and property of such inhabitants, users and visitors.

**2.02 Authority**

1. General. The primary responsibility of the design, establishment, promulgation and coordination of any special police, fire and health instructions and procedures effective at and upon the airport shall rest with the Airport Manager, advised and assisted by the Tekamah City Manager, the Chief of Police, Sheriff, Fire Marshall, and such other departments of local government as special problems and circumstances may from time to time require.
2. Power of the Airport Manager to Require Identification. The Airport Manager and other regularly appointed employees of the Tekamah Airport Authority specifically designated by the Airport Manager shall have the right and power to request and require any person to give his/her true name and residence in matters connected with the airport, including the enforcement of these Rules and Regulations. No person shall intentionally refuse to report or give a false report of his name or residence to the Airport Manager or designated employee who has requested the information when acting in an official capacity in a matter connected with the airport including enforcement of these Rules and Regulations.
3. Enforcement Authority. Any peace officer of the Tekamah Airport Authority, Burt County, as well as the Airport Manager and other regularly appointed employees of the airport specifically designated by the Airport Manager shall have the right and power to enforce any and all regulations contained in these Chapters. Such persons shall have the power to issue citations for any violation of these Rules and Regulations.
4. Penalties. Persons found to be in non-compliance with the provisions of these Chapters will be subject to the revocation of certain privileges upon the airport premises which may include, but not be limited to; removal from the airport premises, revocation of commercial aviation privileges and/or Business Franchise, termination of lease or operating agreement, or civil penalties as may be provided for by State and local laws.

**3.00 DEFINITIONS**

The following terms, when used in these Rules and Regulations and Minimum Standards, shall have the meanings respectively ascribed to them by these Rules and Regulations.

**AERONAUTICAL ACTIVITY –** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. The following activities, commonly conducted on airports, are aeronautical within this definition; Pilot training; aircraft rental; FAR part 135 and 121 charter operations; sightseeing; aerial photography; crop dusting; aerial advertising or surveying; scheduled and non-scheduled Part 121 operations; aircraft sales; sale of aviation petroleum products (whether or not conducted in conjunction with other included activities); service, repair and maintenance of aircraft; sale of aircraft parts and accessories; the sale of, and repair and maintenance of aircraft radios and instruments; the sale, repair and maintenance of aircraft propellers, and any other activity which because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

**AIR OPERATIONS AREA OR AOA –** Shall mean any area of the airport, both public and leased, used or intended to be used for the landing, takeoff, taxiing, or parking of aircraft, or any other area designated so by the Airport Manager.

**AIR TRAFFIC CONTROL OR ATC –** Shall mean personnel, equipment, air traffic services and Federal Aviation Administration procedures provided or prescribed for use at the airport, including those procedures for operation of aircraft at an uncontrolled airport.

**AIRCRAFT –** Shall mean any weight-carrying structure for navigation in the air and which obtains support by the dynamic reaction of the air to any obstruction connected with the structure. Gliders and ultra-lights, either powered or un-powered, helicopters, hot air balloons or airships will be considered aircraft.

**AIRCRAFT EMERGENCY OR EMERGENCY**–Shallmean a problem or condition involving an aircraft whether in flight or on the ground, which could endanger lives or property. An aircraft emergency can be declared by the pilot, ATC, the Airport Manager, or other personnel responsible for the safe operation of the aircraft or airport.

**TEKAMAH AIRPORT AUTHORITY BOARD –** Shall mean the Tekamah Airport Authority Board, an elected board, which has policy, and decision-making authority for the operation of the airport. This term shall also include the persons employed by the Tekamah Airport Authority when acting in an official capacity on behalf of the TAA

**AIRPORT CERTIFICATION OR OPERATIONS MANUAL –** Shall mean the specifications containing the minimum operating standards of the airport, whether or not approved by the Federal Aviation Administration.

**AIRPORT GOVERNING BODY –** The Tekamah Airport Authority Board, an elected board which has policy and decision making authority for the operation of the airport. This term shall also include any person employed by the Tekamah Airport Authority when acting in an official capacity on behalf of the Tekamah Airport Authority.

**AIRPORT MANAGER OR MANAGER –** Shall mean the Airport Manager for the Tekamah Municipal Airport, the appointed head of the airport, being responsible for administration, operations and maintenance of the airport.

**AIRPORT OFFICIAL –** Shall mean any member of the Tekamah Airport Authority, the Airport Manager, Assistant Airport Manager, or any other Tekamah Airport Authority employee designated by the Airport Manager to be responsible for the safe operation of the airport, and specifically designated with the authority to do so by the Airport Manager.

**AIRPORT RESCUE AND FIREFIGHTING OR ARFF –** Shall mean the primary firefighting personnel and equipment responding to emergencies on the airport.

**AIRPORT ROADWAY –** Shall mean those portions of the airport designated and made available temporarily or permanently by the Tekamah Airport Authority for vehicular traffic and not located on ground leased by others.

**AIRPORT TENANT –** Defined as any person, firm, or corporation leasing property or improvements from the Tekamah Airport Authority who is not a Fixed Base Operator (FBO).

**AIRPORT TENANT SUBLESSEE –** Any person, firm or corporation leasing property or improvements from any Airport Tenant (defined above) who is not a Fixed Base Operator.

**AIRPORT, AIRPORTS, OR AIRFIELD –** Shall mean all of the land, improvements, facilities and development of the Tekamah Municipal Airport.

**APRON OR APRON AREA –** Shall mean those portions of the airport, both public and leased, designated for the parking and/or storage of aircraft.

**BUSINESS FRANCHISE –** The Commercial Operator/Airport Operations Franchise issued Commercial Tenants and FBO's by the Tekamah Airport Authority certifying compliance with the airport's minimum standards.

**CITY** – Shall mean the City of Tekamah, Nebraska.

**COMMERCIAL BUSINESS OR COMMERCIAL BUSINESS ACTIVITY –** Shall mean the conduct of any activity on the airport for hire, whether conducted by a licensed business or individual.

**COUNTY –** Shall mean Burt County, Nebraska.

**FAA** – Shall mean the Federal Aviation Administration.

**FAR** – Shall mean the Federal Aviation Regulations found in Title 14, Code of the Federal Regulations.

**FIXED BASE OPERATOR (FBO) –** A Fixed Base Operator (FBO) is defined as any person, firm, or corporation providing aviation services to the public. The FBO may apply for any Business Franchises and perform any of the commercial aviation functions or furnish any of the commercial aviation services as hereafter set out for Commercial Operators at the Tekamah Municipal Airport. No person, firm, or corporation shall engage in any commercial activity as a Fixed Base Operator as herein defined unless the same is done in full compliance with the standards, rules and regulations herein set forth. A person shall qualify as a Fixed Base Operator only upon providing the minimum services as described in these Chapters.

**FRANCHISE FEE** As Established by the Tekamah Airport Authority Rates and Fees Schedule.

**GROUND TRANSPORTATION BUSINESS –** Shall mean the pursuance of the occupation of transporting passengers, material, or baggage for hire, either within the airport or from or to the airport from or to the points outside the airport.

**GROUND VEHICLE OPERATION HANDBOOK** –Shall mean the handbook recommended or approved by the FAA governing operations of motor vehicles on an airport.

**MOVEMENT AREA –** Shall mean the runways, taxiways, and other landing areas of the airport which are utilized for taxiing, hover taxiing, air taxiing, and landings and takeoffs of aircraft, exclusive of apron areas.

**OPERATOR** – Shall mean any person who pilots, controls, or maintains, whether directly or indirectly, an aircraft, airport or vehicle.

**PERMITTEE** – Any organization, business or person not leasing space at the airport who has been authorized by the Tekamah Airport Authority, and has paid a fee, to access the airport from an off-airport parcel of land.

**PERSON** – Shall mean any individual, firm, partnership, corporation, association, or company (including any assignee, receiver, trustee, or similar representative thereof), or the United States of America or any foreign government, state, or political subdivision thereof.

**PUBLIC AREA –** Shall mean those portions of the airport available for the use of the general public.

**RESTRICTED AREA –** Shall mean any portion of the airport to which no ingress is permitted except upon specific authorization by the Airport Manager.

**RUN-UP** – Shall mean any operation of a stationary aircraft engine above idle power except to overcome inertia for taxiing for takeoff.

**SPECIALIZED AVIATION SERVICE OPERATOR (SASO)** – Any aviation service provider that is not an FB0. A SASO may be engaged in one or more activities.

**SPONSOR –** See Airport Governing Body.

**THROUGH THE FENCE OR OFF AIRPORT ACCESS –** Operations that are conducted off the actual airport property that have aeronautical access to any portion of the airport's runway or taxiway system.

**VEHICLE OR MOTOR VEHICLE –** Shall mean any automobiles, golf carts, trucks, buses, motorcycles, horse-drawn vehicles, tugs, or any other device in or upon or by which any person or property is or may be transported, carried, or drawn upon land, excepting aircraft. Boats, trailers, motor homes and any other non-aviation related device that is towed, pulled, pushed, or otherwise propelled are considered vehicles.

**VEHICULAR PARKING AREA –** Shall mean those portions of the airport designated and made available temporarily or permanently by the Airport Manager for the parking of vehicles but not including parking areas under lease to others.

**4.00 REGULATION OF AIRCRAFT**

 **4.01 Parking; Fees**

Aircraft shall be parked only in assigned, leased, otherwise properly designated and authorized areas. Parked and unattended aircraft shall be chocked or tied down if remaining overnight. No aircraft shall be parked in restricted areas without the permission of an Airport Official.

The Tekamah Airport Authority shall establish and maintain a schedule of fees to be charged for the parking of aircraft on the public use transient apron and on other designated public access parking areas. No person shall park an aircraft on any such public parking areas overnight unless the required overnight parking fees have been paid. Failure to pay the required parking fee may subject the owner or operator of the aircraft to criminal sanctions or may result in the impoundment of the aircraft as hereafter provided. No aircraft is permitted to be parked on the apron of the Tekamah Airport for a period exceeding fifteen (15) days without approval from the airport manager. No aircraft is permitted to be parked on the apron of the Tekamah Airport for a period exceeding thirty (30) days without board approval from the Tekamah Airport Authority. All aircraft owners subject to this section must furnish Tekamah Airport Authority with a current certificate of air worthiness or show cause why certification will not be forth coming. If any aircraft is found parked in violation of this section, and the identity of the operator cannot be determined, the owner, or person in whose name such aircraft is registered, shall be held prima facie responsible for such violation and fees.

 **4.02 Illegally Parked Aircraft; Remedies**

Aircraft which are parked, stored or abandoned contrary to the provisions of Chapter 4.01, may be impounded. Redemption of aircraft which have been impounded will necessitate the owner or operator paying all fees accrued against such aircraft to include towing and storage fees incidental to impoundment. The airport may remove such aircraft from an illegal parking place. The customary charges resulting from such activities shall be charged against the registered owner of the aircraft.

Inoperable, abandoned or junked aircraft will not be permitted at the airport unless storage or parking of such aircraft is the primary business of the person storing or parking such aircraft, or unless the aircraft is scheduled to undergo repairs with the intent on placing the aircraft into airworthy condition. Aircraft scheduled to undergo repairs with the intent on placing the aircraft into airworthy condition must have such repairs begin within a reasonable period of time, as described in Chapter 4.03.

This section does not apply to aircraft owned by organizations, educational institutions or other parties, using such aircraft for the primary purpose of educational activities.

**4.03 Accidents; Damaged Property; Repairs to Aircraft**

All accidents, incidents or damage of any nature involving aircraft or vehicles shall be reported to the Airport Manager as soon as possible after the occurrence of same.

Any damage to airport installations, equipment or property as a direct or indirect consequence of flight operations shall be, prima facie, the responsibility of the owner of the aircraft casually related to such damage. Repair of such damage shall be ordered and accomplished by the Airport Manager by sending an invoice covering the cost thereof, payable upon receipt, to the responsible owner.

The owner of a damaged or disabled aircraft shall promptly remove it from any portion of the movement area or airport, unless otherwise directed by the FAA, NTSB or an Airport Official. Failure of the owner or operator to so remove an aircraft may result in removal by the Airport Manager, and all expenses of this removal will be the responsibility of the owner.

Damaged or disabled aircraft parked or stored in an authorized, assigned, leased or otherwise properly designated area in excess of thirty (30) days without undertaking repair or restoration thereof to operable condition will, in the absence of special arrangements with and permission of the Airport Manager, be deemed abandoned or junked aircraft subject to impoundment as illegally parked aircraft.

Repairs to aircraft damaged while in motion or parked on the airport are the sole responsibility of the owner. The owner or operator accepts the premises as is and receives no assurances from the Tekamah Airport Authority other than those required by the FAA and leases that may be in effect on the airport.

No repairs to or maintenance of aircraft shall be performed on any public area of the airport, unless authorized by the Airport Manager.

Aircraft repairs and maintenance performed in airport owned T-hangars is limited to those provided for in FAR Part 43, Appendix A, Section C.

**4.04 Lien on Impounded Aircraft**

The Tekamah Airport Authority shall have a lien on impounded aircraft for the storage and care thereof. Notification to the owner of impounded aircraft shall be conclusively presumed given if, after accrual of sixty (60) days of unpaid storage charges or fees, the registered owner of such aircraft is advised by registered or certified letter, return receipt requested, of the fact of impoundment, delinquency in payment of charges, the airport's lien for the payment of same and contemplated public sale of such aircraft following the expiration of thirty (30) days from the mailing of such notice unless payment or suitable arrangements for payment have been made.

**4.05 City of Tekamah and Tekamah Airport Authority Free from Liability**

No liability shall accrue to the airport, its officers, agents, or employees for the towing, removal, impoundment, storage or disposition of aircraft or their contents under the provisions of this chapter.

**4.06 Aircraft Operations; Generally**

All aircraft operations shall be conducted in accordance with current Federal Aviation Administration Rules and Regulations. All persons operating an aircraft shall have all licenses, registrations, certificates including certificate of insurance and other required documentation available on their person, or in the aircraft, in accordance with same.

Traffic Patterns: All aircraft shall adhere to traffic pattern requirements or standards as published or designated by the Tekamah Airport Authority, and/or as specified in Federal Aviation Regulation Part 91.

Authority to Prohibit Operations: Except for emergency landings, the Airport Manager may prohibit aircraft landings and takeoffs at any time and under any circumstances which he/she deems likely to endanger persons or property.

**4.07 Aircraft Movement**

1. Takeoffs and Landings. Takeoffs and landings will be at the pilot discretion and in accordance with all Federal Aviation Administration Regulations for operating aircraft at uncontrolled airports. Pilots will also adhere to any established policies, procedures or special rules placed into effect by the Airport Manager.
2. Taxiing. Taxiing will be at the pilot discretion and in accordance with all Federal Aviation Administration Regulations for operating aircraft at uncontrolled airports. Pilots will also adhere to any established policies, procedures or special rules placed into effect by the Airport Manager.
3. Aircraft Lights. All aircraft which are being taxied, towed or otherwise moved at the airport shall have running/navigation lights on during the hours of darkness and during periods of reduced visibility.
4. Paved Areas. All aircraft operations, including the towing and parking of aircraft, shall take place only on paved areas of the airport designated for such purposes. Takeoffs, landings, taxiing, parking and towing of aircraft is prohibited on unpaved areas of the airport, except for designated unpaved runways or taxiways or with the permission of the Airport Manager.

**4.08 Aircraft Noise and Engine Run-Ups**

1. Noise Abatement. All persons operating an aircraft will at all times adhere to any and all Noise Abatement Procedures in effect at the airport, except in the case of an emergency. The Airport Manager is authorized to place into effect temporary or permanent Noise Abatement Procedures.
2. Engine Run-ups. The designated run up areas is the runway end turns a round. At no time shall any person run up any aircraft engine in such a position that hangar, shops, other buildings, parked vehicles or persons are in the path of propeller or jet blast. No aircraft engine may be run up within 50 feet of any building on the airport.

**4.09 Off Airport Access (Through the Fence)**

It shall be unlawful for any person, aircraft or vehicle to enter upon the airport property for aeronautical purposes, or in support of aeronautical purposes, from an off airport parcel of land, unless such access has been approved by the Tekamah Airport Authority, and that such access is being conducted in compliance with any regulations or policies established by the Tekamah Airport Authority and all associated fees have been paid.

**4.10 Miscellaneous Operational Regulations Radar**

Surveillance radar equipment in aircraft shall not be operated with in one hundred (100) feet of any fuel servicing or other operation in which flammable liquids or vapors may be present or created.

**5.00 AIRCRAFT FUELING AND FIRE SAFETY**

**5.01 Fuel Servicing Operations; Location**

All fuel servicing operations shall be performed outdoors at locations designated by the Airport Authority or Airport Manager.

**5.02 Aircraft Engines**

The engine of an aircraft may not be operated while the aircraft is being fueled, except as authorized by the airport operating manual or Airport Manager

**5.03 Bonding and Grounding**

During fuel servicing, all aircraft and fuel servicing vehicles, hydrants, pits, cabinets, pumps and nozzles shall be electrically bonded to each other and grounded before fuel flow starts.

**5.04 Fire Hazards**

1. Open Flames. No open flames or lighted open flame devices shall be permitted within 100 feet of any fuel servicing operation or fueling equipment.
2. Lightning Precautions. All fuel servicing operations shall be suspended when lightning discharges occur within the twenty five (25) nautical miles of the airport.
3. Fuel Spills. Spills or leaks of fuel which flow over an area in excess of ten (10) feet in any dimension shall be reported immediately to the Airport Manager, who shall notify all appropriate agencies.

**5.05 Same - Air Carriers**

During fuel servicing operations of any air carrier or chartered air carrier aircraft, operating under FAR Part 121 or 135, a qualified flight attendant or crew member must be present in the cabin if passengers are present in the cabin.

**5.06 Smoking in Fuel Service Vehicles** Smoking within a fuel servicing vehicle is prohibited.

The cab of each fuel servicing vehicle shall be equipped with a sign bearing the words "No Smoking".

Owners of fuel servicing vehicles which contain smoking equipment, such as ash trays and lighters, shall have such equipment removed or rendered inoperable.

**5.07 Fire Extinguishers**

Each fuel servicing vehicle shall have two Halon type or compatible 20 lb. Fire extinguishers, mounted one on each side of the vehicle.

Each fuel farm or tank on the airport shall have one Halon type or compatible 20 lb. (minimum size) fire extinguisher present on site at all times.

**5.08 Fueling in Hangars; Buildings**

No transfer of fuel onto or off of any aircraft shall take place inside any hangar, building, or other structure on the airport. All fueling and/or de-fueling activities shall take place on fuel ramp.

**6.00 REGULATION OF VEHICLES**

**6.01 Generally**

All of the traffic laws of the State of Nebraska, Tekamah Airport Authority and Burt County, are hereby declared to be in effect on the corresponding airport roadways, as defined, except insofar as these Chapters prescribe different provisions.

**6.02 Traffic Control Devices**

All persons shall comply with all traffic control devices, signs, signals, markings or insignia erected, installed or placed by authority of the Airport Manager, the City or the County. This shall apply, when applicable, to both vehicular and pedestrian traffic. Insofar as possible, all such devices, signs, markings or insignia shall conform to the manual and specifications adopted by the State of Nebraska, Tekamah Airport Authority, or County of Burt, as appropriate.

Except for speed limit signs, all traffic control devices, signs, markings and insignia as presently located, erected, or installed on the premises of the airport are hereby adopted, affirmed and ratified. Hereafter, the Airport Manager and/or the City or County shall make changes deemed necessary in the interest of traffic safety. Any changes shall be reviewed appropriately by the City or County prior to such changes being posted.

The speed limits upon airport roadways are set, affirmed and ratified at Fifteen (15) miles per hour and such lower speeds at certain locations as may be deemed necessary and/or posted.

Vehicular speeds on public aircraft aprons and other AOA or Movement areas are set, affirmed and ratified at Fifteen (15) miles per hour.

**6.03 Parking**

No person shall park a vehicle or to permit the same to remain standing within the boundaries of the airport except at such places and for such periods of time, and upon payment of such parking fees and charges, as may from time to time be prescribed by the Tekamah Airport Authority.

An Airport Official, at such times as are necessary for the safety or security of the airport, may require that the owner or operator of a vehicle immediately move same to a location designated by the Airport Official. This paragraph applies to vehicles properly parked on areas leased for the exclusive use of others and their guests or customers.

Any vehicle which is disabled or which is parked in violation of this section or which represents an operational hazard at the airport may be removed or towed and impounded, all at the operator's or owner's expense and without liability for any damage to the vehicle which may ensue from such removal or towing. Such expense shall be a lien against the vehicle and payment in full therefore shall be a pre-requisite to the reclaiming of the vehicle by the operator or owner.

Inoperable, abandoned or junked motor vehicles will not be permitted to be stored on the airport. Such vehicles may be removed by the Airport Manager at the vehicle owner's expense.

Boats, trailers, motor homes, and other non-aviation related vehicles or equipment shall not be stored in hangars or open areas of the airport including leased areas.

Unless prior arrangements have been made with the Airport Manager, motor vehicles properly parked but which remain at the airport in excess of thirty (30) days may be removed and disposed of by the Airport Manager.

For motor vehicles rendered inoperable due to collision or other causes:

1. The owner or person in charge thereof shall have an opportunity to contact a wrecker or tow service and have the vehicle removed from the airport.
2. If a motor vehicle rendered inoperable is not removed by the owner or person in charge within forty eight (48) hours, it shall be impounded and disposed of at the direction of the Airport Manager.
3. Nothing in this section shall be construed to prevent the immediate removal' of a damaged or inoperable motor vehicle from a traveled road, right of way or movement area in order to maintain traffic flow, safety, and security of the airport.

For motor vehicles without an operator due to arrest or detention of the owner or person in charge thereof:

1. Where a motor vehicle is without an operator due to the arrest or detention of the owner or person in charge thereof, the vehicle shall be taken to the City of Tekamah impoundment lot at the vehicle owner’s expense.
2. Nothing in this section shall authorize the release of a motor vehicle which itself is to be used as evidence in a criminal proceeding or prosecution, which contains or contained any item of evidence to be introduced in a criminal proceeding or prosecution, or which is subject to forfeiture by federal, state or local law enforcement officials.

**6.04 Loading Zones - Passengers**

The Airport Manager may establish zones for the loading or unloading of passengers or customers from vehicles at the airport. Such zones shall be designated with appropriate traffic control devices, signs, markings or insignia, and no person shall park any vehicle in any such passenger loading zone except to load or unload passengers, and then only for the established time limit posted in such zone.

**6.05 Same - Materials**

The Airport Manager may establish loading zones for the loading and unloading of material at the airport. Such zones shall be designated with appropriate traffic control devices, signs, markings or insignia, and no person shall stop, stand or park any vehicle in a loading zone other than for the expeditious unloading and delivery, pickup and loading of material. In no case shall the stop for loading and unloading of materials exceed the established time limit posted in such loading zone.

**6.06 Impeding Flow of Traffic**

No person shall park, stop or stand /in any airport roadway, driveway, apron, runway, taxiway, parking area, passenger or material loading zone, or in front or near any entrance or exit to any building at the airport so as to block, obstruct or impede the free passage of any vehicles, pedestrians or aircraft, unless such parking, stopping or standing has been approved and coordinated in advance with the Airport Manager, and is being done so due to operational requirements.

**6.07 Right of Way for Aircraft**

Aircraft taxiing, taking off, landing, re-positioning, or otherwise moving shall have the right of way in preference over vehicles or pedestrians. No vehicle may drive on or across any portion of a runway or taxiway without first having received permission of the Airport Manager.

**6.08 Condition of Vehicles**

No person shall operate a vehicle on the airport unless such vehicle is in compliance with all licensing and registration requirements of state and federal law applicable to the type of vehicle.

No person shall operate on the airport any vehicle in which any of the following are not operable:

1. Headlights
2. Tail lights
3. Tires
4. Mirrors
5. Horn
6. Any other device which bears on safe operation of the vehicle.

Tugs or other motor vehicles used exclusively for towing aircraft are exempt from the requirements of this section, except that such tugs or motor vehicles must have the customary safety equipment operational at all times for such exclusively used vehicles.

No vehicle maintenance shall be performed in any public area, either aeronautical or non-aeronautical, without prior consent from the Airport Manager.

**6.09 Vehicle Access to Restricted Areas**

No person shall operate a vehicle on the Restricted Areas of the airport unless that person has obtained prior permission from the Airport Manager. Movement Areas are specifically designated as Restricted Areas. Additionally, the Airport Manager may designate other Restricted Areas as deemed necessary for the safety and security of the airport.

**6.10 Access to Airport Property**

Notwithstanding anything in this Chapter, the Airport Manager or his/her designee may restrict the access of any vehicle or person to any part of the airport, both public and leased, to ensure the safety or security of the airport or an aircraft accident/incident scene.

**6.11 Accidents; Damage to Airport Property**

Any damage to airport installations, equipment or property as a direct or indirect consequence of vehicle operations shall be, prima facie, the responsibility of the owner of the vehicle causally related to such damage. Repair of such damage shall be ordered and accomplished by the Airport Manager by sending an invoice covering the cost thereof, payable upon receipt, to the responsible owner.

**7.00 PERSONAL CONDUCT**

**7.01 Generally**

The provisions of this chapter shall not be construed as limitations upon the civil or criminal laws of this state which are in full force and effect within the airport.

**7.02 Restricted Areas**

The Airport Manager shall have the authority to designate restricted areas at the airport.

No person, without specific authorization from the Airport Manager, shall enter or travel, in a vehicle or on foot, upon any area designated as a restricted area.

No person who is upon any restricted area of the airport shall fail or refuse proper identification (driver's license, social security card or some similar authoritative indicia of identity) upon the request of an airport official or employee or of a peace officer of the city or the county or other state or federal law enforcement officer.

**7.03 Animals**

No person shall bring any animal on the airport or to permit or cause the same to be brought thereon without a specific permit, license or lease therefore from the airport, provided, however, that this section shall not apply to a guide dog accompanying a blind person, to a hearing ear dog accompanying a deaf person, licensed emotional support animals, to animals properly confined or restrained for shipment, or to animals confined in private motor vehicles. This section shall also not apply to animals otherwise being transported by aircraft when such animal is being loaded or unloaded, provided proper restraints or leashes are used during the period of time the animal is on the airport.

**7.04 Soliciting and Conduct of Commercial Activities**

No person shall solicit funds or anything of value for any purpose at the airport without specific written authority from the Tekamah Airport Authority. This paragraph does not apply to base tenants of the airport when posting advertisements for their businesses on the public bulletin board when the established policies and rules of the Tekamah Airport Authority are being followed in conjunction with such posting.

No person shall sell or offer for sale any article or merchandise on the airport without a Business Franchise, permit, or other written form of authorization from the Tekamah Airport Authority. This is not intended to prohibit business enterprises leasing premises on the airport from inviting salesman and similar activities to their leased premises for the convenience of customers and employees of such business enterprises only. The business enterprise leasing premises on the airport in such cases are responsible for advising the invitee of the entire pertinent airport Rules and Regulations, and his/her responsibility for compliance with same.

No person shall solicit any business or trade, including transportation or persons or baggage for hire, on the airport without a Business Franchise, permit, or other form of written authorization issued by the Tekamah Airport Authority.

No person or business enterprise shall conduct any form of commercial business activities on the airport, or solicit same, without first having paid the established Business Franchise fee, and having received a Business Franchise, permit, or other form of written authorization from the Tekamah Airport Authority. The issuance or approval of a lease for premises on the airport shall not be deemed as such authorization to conduct such commercial business activities.

**7.05 Advertisements**

Noperson shall post, distribute or display signs, advertisements, handbills, circulars or printed or written matter of a commercial nature at the airports without specific authorization from the Airport Manager, or within the guidelines and policies established by the Tekamah Airport Authority for same.

**7.06 Throwing Objects**

Without having first obtained authorization from the Airport Manager, no person shall throw any object from:

1. Any terminal building, hangar, or from any other building or structure on the airport; or
2. From any vehicle on the airport; or
3. From any aircraft parked, taxiing, or in flight.

**7.07** **Litter**

No person shall place, discharge or deposit in any manner any liter, garbage, trash, debris, junk or any refuse on the airport, except at such places and under such conditions as the Airport Manager from time to time prescribes. Under no circumstances shall any person dispose of furniture, appliances, or other similar items in any location on the airport including trash containers.

**7.08 Noxious or Corrosive Substances**

No person shall bring or store any noxious or corrosive substance upon any area of the airport without the prior approval of the Airport Manager.

**7.09 Kites, Model Aircraft, Drones etc.**

No person shall operate or release any kite, balloon, model aircraft, model rocket or parachute upon or above the airport without permission of the Airport Manager. No person shall launch any projectile from the ground on the airport without the permission of the Airport Manager.

Drones

“While recreational flyers may continue to fly below 400 feet in uncontrolled airspace without specific certification or operating authority from the FAA, they are now required to obtain prior authorization from the FAA before flying in controlled airspace around airports. Furthermore, they must comply with all airspace restrictions and prohibitions when flying in controlled and uncontrolled airspace.”

The [Federal Aviation Administration (FAA)](https://www.faa.gov/) rules for small unmanned aircraft (UAS) operations other than model aircraft – [Part 107](https://www.ecfr.gov/cgi-bin/text-idx?SID=dc908fb739912b0e6dcb7d7d88cfe6a7&mc=true&node=pt14.2.107&rgn=div5) of FAA regulations – cover a broad spectrum of commercial and government uses for drones weighing less than 55 pounds

**7.10 Demonstrations**

No organizations, groups of individuals or individuals shall conduct or participate in parades, marches, patrols or demonstrations on the airport unless written permission has been granted by the Tekamah Airport Authority in response to a written request to engage in such activity.

No person, while engaging in any such activity otherwise permitted as described above, shall prevent or interfere with access to or egress from any airport facility or premises or to hamper or curtail the conduct of business at the airport and no person while so engaged shall in any manner, by words or physical force, assail, coerce, threaten or intimidate any member of the public.

**7.11** **Individual Behavior**

No person shall engage in any profanity, abusive, belligerent or intimidating behavioral action, including assailing, shouting, blocking passage or movement, or otherwise creating a public disturbance or nuisance towards any other person or group of persons upon the airport.

**7.12 Camping, Games, Hunting, Picnicking**

No person shall use airport premises for the purpose of camping, athletic games or contests, hunting or picnicking unless authorization is first received from the Airport Manager.

**7.13 Firearms**

No person shall discharge a firearm on the airport in violation of State and local laws. This paragraph shall not apply to airport officials when such firearms are being used for the purpose of disbursing wildlife when their presence creates an operational/safety hazard to persons, property, or the safe operation of aircraft. All firearms being transported on the airport whether by aircraft or by vehicle, shall be properly stored or transported in a manner consistent with safe firearm practices, and as provided for by State and local laws. This paragraph shall not apply to law enforcement officers required to carry firearms on or off duty, or private security officers when carrying out their official duties.

**7.14 Photography; Movie Productions; Polls**

No person shall utilize photographic or moving picture equipment for the purpose of picture taking or moving picture photography in or near any area designated as a restricted area within the airport unless such person has obtained authorization from the Airport Manager.

No person shall use the airport premises for the purpose of any commercial photographic, theatrical or moving picture production without authorization from the Airport Manager.

No person shall conduct polls, opinion surveys, name listings, or solicit any other commercial data or information on airport premises without authorization from the Airport Manager.

**7.15 Tampering with Private or Public Property**

No person shall tamper with or obstruct the operation of private or public property at the airport in any manner which may result in damage to persons to property.

**7.16 Smoking Prohibited**

No person shall possess a burning tobacco product within 100 feet of any aircraft, fueling facility, or fueling vehicle, except at designated areas.

**7.17 Lost Articles**

Any person finding lost articles shall deliver them to the office of the Airport Manager. Articles unclaimed after 60 days may be turned over to the finder or disposed of.

**7.18 Right of Entry**

The Airport Manager or his/her designee shall have the right of entry onto any area of the airport, including leased premises and privately owned structures on leased premises, upon reasonable notification to the tenant, to make inspections, repairs, maintenance or modifications as may be required, except in the event of an emergency, in which case immediate entry without prior notification shall be exercised.

**7.19 Gambling**

Gambling in any form is not permitted on the airport.

**8.00 LEASE PROCESS FOR DEVELOPMENT**

Any Airport Tenant, Airport Tenant Sub lessee, Commercial Tenant, Commercial Tenant Sub lessee, FBO, or any other person or entity desiring to develop land or otherwise construct improvements on airport parcels or off airport parcels (for through the fence operations), or to improve existing buildings on either, shall follow the general outline of procedures provided for in this Chapter. The Tekamah Airport Authority may permit these procedures to take place in an order other than that listed below.

1. Lessee submits written request for lease or access permit to the Airport Manager and makes application for a Business Franchise (if applicable).
2. Site selection in accordance with Airport Layout Plan and Comprehensive Development Plan.
3. Preparation of lease by airport legal counsel.
4. Preparation of plans and specifications by lessee. All improvements off Airport property must conform to Burt County zoning regulations.
5. Submittal of FAA Form 7460-1 "Notice of Proposed Construction or Alteration" to Federal Aviation Administration by lessee, copy to Airport Manager.
6. Submittal of plans and specifications to:
	* 1. Burt County Planning Department.
		2. Tekamah Airport Authority (7 sets).
7. Comments from Burt County Planning Departments submitted to the Tekamah Airport Authority.
8. Review/negotiation of lease or through the fence access with lessee.
9. Receipt of FAA comments on submittal of FAA Form 7460-1 (required).
10. Tekamah Airport Authority meets and approves or disapproves plans and specifications. Burt County comments considered. If disapproved, returned to lessee for revisions and re-submittal to Tekamah Airport Authority. Requirement to re-submit to Burt County planning departments determined by Airport Manager.
11. Airport Manager submits letter of approval of plans and specifications to lessee.
12. Final lease and Business Franchise (if applicable) or through the fence access approved or disapproved by Tekamah Airport Authority.
13. Lessee makes application for Building Permits with appropriate agency.
14. Building Permit(s) issued.
15. Construction Phase.
16. Issuance of Business Franchise.

**9.00 AIRPORT TENANT**

A person having the use designation of Airport Tenant shall be limited to the following and only the following uses:

1. Storage of wholly owned or leased aircraft and service and maintenance on wholly owned or leased aircraft.
2. Due to the vast variety of single and multi-occupancy hangars, a single minimum standard for building and acreage is not established. Therefore, each application under this standard will be considered on its own merits.
3. The definition of Airport Tenant includes individual aircraft and hangar owners and lessees, leasing land and/or hangars from the Tekamah Airport Authority or others.
4. Tenants of T-Hangars owned by the Tekamah Airport Authority shall not hangar aircraft owned by others whether for free or for compensation, nor offer, nor provide, for financial gain, any services whatsoever to others for compensation.
5. Insurance Coverage as specified in Chapter 12.00 contained in this document.

**10.00 BUSINESS FRANCHISE**

**10.01 GENERAL**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in any commercial activity as described in these Minimum Standards, shall make application for and obtain prior to commencing such commercial activities, a Business Franchise. The application shall be completed in full and considered incomplete if any information is not provided including the required attachments. All Business Franchise fees must be paid prior to the issuance of such Business Franchise.

Business Franchise Fees for FBO's as defined in these Chapters will be set according to the number and type of business activities pursued. All fees for Business Franchises are as established in the published schedule of airport Rates and Charges as adopted by the Tekamah Airport Authority, and from time to time revised.

All commercial businesses on the airport, or that have off airport access to the airport from an off-airport parcel, must be licensed or officially certified as is necessary, by the appropriate federal, state or local government agency having jurisdiction, as a condition of receiving a Business Franchise (i.e., food sales hold Health Dept. certificates; flight schools/flight instruction hold FAA certification; etc.).

Persons engaging in commercial business activities on the airport or on an off-airport parcel must maintain an identifiable place of business. This shall include a telephone and a physical office or place of business appropriate for the type of activities conducted. This paragraph does not apply to independent operators as described elsewhere in these Chapters.

All persons or businesses that make application for a Business Franchise shall provide public liability insurance in amounts as specified in these Chapters. Insurance shall be maintained with an insurance company authorized to conduct business in the State of Nebraska that is satisfactory to the Tekamah Airport Authority. The Tekamah Airport Authority shall be provided with a certificate from the insurance carrier showing such insurance to be in full force and effect. Said policies and certificates shall contain a provision that written notice of cancellation, or of any material change in said policy by the insurer shall be delivered to the Tekamah Airport Authority at least thirty (30) days in advance of the effective date thereto. Additionally, the Tekamah Airport Authority, including its officers, agents, and representatives shall be listed and designated as an additional insured on said policies and certificates.

**10.02 BUSINESS ACTIVITIES - DEFINITIONS**

**FBO / PUBLIC AIRCRAFT FUELS DISPENSING** – A business engaged in providing basic ground support services including aircraft towing, storage and supplies. A FBO may dispense the retail sale of aviation fuels to the public, upon approval of Tekamah Airport Authority. A FBO may also provide other aeronautical services.

**AIRCRAFT RENTAL** –Abusiness engaged in the rental of aircraft to the general public for either pleasure or flight instruction. A Business Franchise for Aircraft Rental does not include a Franchise for flight instruction.

**AIRCRAFT SALES** –A business engaged in the sale of new or used aircraft, does not include aircraft being sold by the individual owner when not being done as a commercial business activity.

**AIRCRAFT PAINT SERVICES** –A business engaged in the inspection and painting or re-painting of aircraft.

**AIRFRAME AND/OR POWER PLANT REPAIR** –Abusiness providing minor and/or major overhaul and repairs to aircraft engines and/or airframes. Retail sales are limited to new or replacement parts and shop supplies.

**AIR TAXI SERVICE** –Sales of aircraft travel or transportation for hire. A business providing aircraft charter or for hire services pursuant to FAR Part 121 or 135.

**AERIAL APPLICATORS** –Application of agricultural chemicals, seed or fertilizer to crops.

**FLIGHT TRAINING** –A business engaged in providing flight instruction for the operation of aircraft. Rental of aircraft may also be provided. Retail sales are limited to textbooks and other basic pilot supplies specific to the type of instruction offered.

**FLYING CLUBS** – A not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. Retail sales are permitted to club members only and all profits from such sales must be used entirely to support club operations. No retail sales to the general public are permitted except for fund raising events as provided for in Chapter 10.14.

**MULTIPLE SERVICES** – A business engaged in two or more commercial aviation activities as described herein that is not a Fixed Base Operator.

**RADIO, INSTRUMENT OR PROPELLER REPAIR** –A business engaged in the retail sales**,** servicing and/or repair of aircraft avionics, navigation equipment, other instruments or propellers.

**RESTAURANT SERVICES** –Any sales of food items to employees, students or the general public, whether through vending machines or by on-site preparation.

**SPECIALIZED COMMERCIAL FLIGHT SERVICES** –Commercial activities including but not limited to; banner towing and aerial advertising; aerial photography or survey; firefighting or fire patrol; power line or pipe line patrol; any other operation excluded from FAR Part 135.

**NON-PUBLIC AIRCRAFT FUELS DISPENSING –** Sale of any fuel to any other entity is strictly prohibited by persons or businesses that have been previously approved to purchase, store and transfer aircraft fuel for use in their privately or company owned aircraft..

**INDEPENDENT COMMERCIAL OPERATOR –** Includes any person, firm or entity that performs services on the airport for hire/profit but is not a tenant based at the airport or on an off-airport parcel, and does not have a lease or access agreement.

**SPONSOR/AIRPORT OWNER SERVICES –** The airport sponsor also has the option of providing some or all aeronautical services, such as providing fuel, oil, aircraft parking and storage. This type of arrangement is referred to as a Proprietary Exclusive and is not considered a violation of the exclusive rights and requirement. The sponsor must engage in these activities using its own resources, including employees and equipment.

**10.03 LICENSE APPROVAL/REVISIONS**

Initial issuance of a Business Franchise will be approved by action of the Tekamah Airport Authority. Any new activity to be conducted after Tekamah Airport Authority approval must be approved by the Tekamah Airport Authority, and only after paying any additional Business Franchise Fees that may be required in conjunction with the proposed activity.

**10.04 NON-COMPLIANCE/REVOCATION OF BUSINESS FRANCHISE**

Persons or tenants conducting commercial activities in a manner which do not comply with these the Airport Rules and Regulations and Minimum Standards, or any other policy of the Airport Authority, are subject to cancellation or revocation of their Business Franchise. Additionally, tenants whose accounts are in arrears for payment of rent or other services are also subject to having their Business Franchise canceled or revoked. Persons, tenants or businesses conducting commercial activities on the airport without a Business Franchise may be enjoined by a Court of proper jurisdiction and/or removed from airport property.

**10.05 CURRENT BUSINESS ACTIVITIES PRIOR TO MINIMUM STANDARDS**

No business activities, other than the activities set forth in Chapter 10.00, shall be allowed. Current airport tenant, or other person or entity conducting business on Tekamah Municipal Airport, shall be required to enter into a business franchise agreement.

**10.06 AERIAL Applicators**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in aerial application (crop dusting) operations must have an Agricultural Aircraft Operator Certificate issued by the FAA; comply with the requirements of all Federal, State and local laws and/or regulations applicable to aerial application operations. Those engaged in the above activities shall provide as a minimum the following:

1. Land: Sufficient paved or prepared aircraft parking apron and space for the loading and unloading of vehicles and equipment. If chemicals are to be handled on the airport premises, an area must be set aside specifically for the cleaning and servicing of aircraft.
2. Any newly constructed loading or chemical containment areas built shall have provisions to control rain water and runoff, only covered loading facilities will be considered for approval.
3. Facilities: If chemicals are to be stored or handled on the airport premises, a segregated chemical storage area protected from public access must be provided. Wash down of agricultural spraying aircraft and flushing of agricultural aircraft spray tanks will be accomplished only in areas so designated and in accordance with all applicable Environmental Protection Agency (EPA) requirements, and other Federal, State and local laws now hereafter in effect. Disposal of empty chemical containers shall be triple rinsed, pressure rinsed or equivalent, promptly after emptying; then offer for recycling, if available, or reconditioning, if appropriate, or puncture and dispose of in a sanitary landfill or by incineration, or by other procedures approved by state and local authorities.

Adequate ground support equipment for the handling and loading/unloading of dusting materials shall be provided.

1. Personnel: A minimum of one (1) properly certificated Commercial Pilot, properly rated for the aircraft to be used and meeting the requirements of all appropriate FAA regulations and applicable State and local regulations.
2. Aircraft: A minimum of one (1) properly certificated aircraft meeting all of the appropriate FAA regulations and applicable State and local regulations. Leased aircraft shall be by written agreement.
3. Insurance Coverage: As specified in Chapter 12.00 contained in this document.

**10.07 AIR TAXI SERVICE (FAR Part 121** & **135 Operators)**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in air taxi activities must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, and shall provide as a minimum the following:

1. Land: Sufficient land area for the proposed operations including automobile parking, aircraft tie-down and or hangar space to accommodate leased or owned aircraft.
2. Buildings: Lease or construct, adequate space for office, public lounge, rest rooms and public use telephone. The Building should also accommodate satisfactory arrangements for the checking in of passengers, handling of luggage, ticketing, ground transportation, and other related activities.

The Air Taxi Operator, with prior written consent, may be granted permission to utilize the public airport terminal building, if available, for these purposes, in lieu of leasing or constructing other facilities that meet the requirements of Paragraph 1 or 2. In such cases, use of the public airport terminal building for these purposes will be subject to any special rates and charges that may now or hereafter be established for such usage. In such cases, the operator is required to maintain an adequate office and working telephone for the operation of its business.

1. Personnel: Properly certificated pilot(s) holding the FAA ratings to conduct the air taxi services offered, including type certifications for the type of aircraft being used, if necessary.
2. Aircraft: A minimum of one (1) two place aircraft meeting all of the requirements of the Air Taxi/Commercial Operator Certificate held. Aircraft shall be owned or leased by agreement in writing and meet all the relevant requirements of Part 135 of the FAA regulations.
3. Insurance Coverage: As specified in Chapter 12.00 contained in this document.

**10.08 AIRCRAFT PAINT SERVICES**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in aircraft paint services shall provide as a minimum the following:

1. Land. Sufficient land for the parking and storage of the type aircraft awaiting repair or pickup.
2. Buildings. Lease or construct, , a building sufficient to provide adequate shop and storage space meeting local and State code requirements, plus any other requirements for the necessary operations.
3. Personnel. Personnel properly qualified and/or rated to perform the required functions.
4. Environmental Considerations. All space being used for chemical application, stripping, spraying, or other type of activities that generate fumes, dust, or other noxious odors or hazards, must properly filtered and ventilated, in accordance with all applicable environmental regulations of Federal, State or local laws.
5. Insurance Coverage. As specified in Chapter 12.00 contained in this document.

**10.09 AIRCRAFT RENTAL**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in aircraft rental activities shall provide as a minimum the following:

1. Land. Sufficient land for the parking and storage of as many aircraft as are available for rent.
2. Buildings. Lease or construct, , a building which will provide adequate space, rest rooms and public telephones. If aircraft maintenance is to be performed on site, additional adequate area will be required for shop and storage space.
3. Personnel. If check rides will be required, one person having a current pilot certificate with the appropriate ratings for the type of aircraft and training to be offered. The pilot performing the check ride does not have to be an employee of the business. If aircraft maintenance is to be performed on site, proper certification is required for shops and personnel if applicable.
4. Aircraft. At least one airworthy aircraft owned or leased in writing to the lessee, and certificated for the type of flight intended. This paragraph shall not serve to preclude a verbal agreement for the use of an aircraft for rental provided the permission has been granted by the aircraft owner.
5. Insurance Coverage. As specified in Chapter 12.00 contained in this document.

**10.10 AIRCRAFT SALES** & **LEASING**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in business of the sale of new or used aircraft must provide as a minimum the following:

1. Land. Sufficient land area to adequately store, display and service aircraft.
2. Buildings. Lease or construct, an adequate amount of space, including public restrooms, lounge and public use telephones.
3. Personnel. A minimum of one (1) properly certificated Commercial Pilot with ratings for the appropriate types of aircraft to be demonstrated and to conduct the operations contemplated.
4. Dealerships. New aircraft dealers shall hold an authorized factory or sub-dealership. All aircraft dealers shall hold a dealership license or permit, if required by State or local regulations.
5. Used Aircraft. A Lessee engaged in the sale of used aircraft must conform to the provisions of FAR Part 47, Subpart C, and must possess a valid Dealers Aircraft Registration Certificate, FAA Form 8050.
6. Aircraft. A dealer of new aircraft shall have available or on call one (1) current model demonstrator. This paragraph shall not serve to preclude an aircraft dealer from selling aircraft unseen or as a broker when demonstrator models are not available or required.
7. Services. Provide for adequate parts and servicing of aircraft and accessories during warranty periods for new aircraft.
8. Insurance Coverage. As specified in Chapter 12.00 contained in this document. Coverage shall include aircraft held for sale and demonstration by the Lessee but owned by others.
9. Sales Tax License. Lessees shall hold and conspicuously display a current sales tax license issued by the State of Nebraska, and the Tekamah Airport Authority (if applicable).

**10.11 AIRFRAME AND/OR POWERPLANT REPAIR**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in airframe and/or power plant repair activities shall provide as a minimum the following:

1. Land. Sufficient land for the parking and storage of the type aircraft awaiting repair or pickup.
2. Buildings. Lease or construct, , a building sufficient to provide adequate shop and storage space meeting local and State code requirements, plus adequate office space, public rest rooms, waiting areas and telephones, if necessary, and any other requirements to meet FAA compliance requirements.
3. Services. Provide for major and/or minor airframe and power plant repair. FAA Repair Shop certification is necessary where required by the FAA.
4. Personnel. A minimum of one (1) properly FAA certificated Airframe and Power plant mechanic possessing the appropriate rating for the work to be performed.
5. Equipment. Sufficient equipment, tools, supplies and inventory of parts to perform maintenance in accordance with the manufacturer’s recommendations or equivalent, and in accordance with all applicable FAA regulations.
6. Insurance Coverage. As specified in Chapter 12.00 contained in this document.

**10.12 FBO Qualifications** FBO shall demonstrate and provide proof, that the premises from which it intends to operate on the airport and the personnel employed by it comply with the following minimum requirements:

1. Adequate land for the conduct of activities contemplated;
2. General aviation service facilities (hangar and offices) containing a minimum amount of square feet in which to adequately provide the services contemplated. If no facilities exist, FBO must agree to construct suitable buildings to fulfill the requirements defined herein;
3. A staffed facility;
4. A waiting room or lobby for customers and flight planning facilities for crews of itinerant aircraft;
5. Sanitary rest room facilities; that are ADA compliant.
6. Public telephones; that are ADA compliant.
7. Parking sufficient to accommodate employees and customers;
8. Personnel on duty a minimum of 40 (forty) hours a week during normal working hours and additional employees available on call during non-business hours. Personnel shall be neatly uniformed. May be closed for holidays or with prior notice to the Airport Manager.
9. Availability of fuel for the public, and properly trained personnel and equipment adequate to perform fueling services as further outlined in this section (if franchised for handling fuel)
10. Provide the following additional services:
11. Client/passenger services to include flight planning and weather briefing.
12. Appropriate grades of aircraft lubricants.
13. Aircraft tie-down for itinerant aircraft.
14. Equipment necessary to tow, tug or otherwise move aircraft up to 12,500 lbs. in weight.
15. GPU starting services.
16. Arrange for the following services as needed:
17. Auto rental.
18. Air Taxi.
19. Aircraft catering.
20. Aircraft rental.
21. Aircraft maintenance available to the general public.
22. Oxygen.

**Certification** Prior to commencement of public fuels dispensing activities if franchised to do so, said FBO shall submit to the Tekamah Airport Authority, a properly executed Statement of Compliance with the minimum requirements set forth in Chapter 10.01 of this document and with the applicable requirements of other Chapters that may apply to the services contemplated. The Tekamah Airport Authority shall have the right at any reasonable time to inspect the premises to assure compliance.

**Authorized Activities** FBO shall have the right to engage in other aeronautical activities as set forth in this document, by complying with the minimum standards of the activities desired to be performed.

FBO shall provide written notification to the Tekamah Airport Authority of its intent to engage in those activities described in this document, and shall provide a Statement of Compliance.

If the FBO wishes to engage in any activity not set forth in this document, it shall provide the Tekamah Airport Authority with written notification of said intent and shall comply with specific minimum standards as determined by the Tekamah Airport Authority.

Permission to engage in the activities described herein shall not be granted until compliance with this Chapter, and all Federal, State and local laws, including Certificates of Occupancy, Building Permits, Codes, etc. have been met for all associated facilities (i.e. hangars, offices, etc.). In the event that said facilities fall below, or no longer meet these compliance standards, the Tekamah Airport Authority has the right to suspend or revoke, temporarily or permanently, the right to engage in the FBO activities described herein.

**Fuel Dispensing**

1. Fuel. Prior to the presentation of a request for a Business Franchise, the prospective FBO shall furnish a letter of product commitment from an oil vendor acceptable to the Tekamah Airport Authority. The FBO shall provide at least two grades of aircraft fuel, including 100LL and JET A. Said fuel shall be that of a nationally recognized vendor acceptable to the Tekamah Airport Authority. Fuel prices shall be posted in public view.
2. Fueling Facilities
	1. If FBO is franchised to handle fuel sales they shall utilize Tekamah Airport Authority fuel storage and dispensing pumps and meter. As franchisee, the FBO will be required to maintain all fuel facilities so that they fully comply with requirements set out by the Environmental Protection Agency (EPA), the FAA, and all State of Nebraska Environmental regulations.
	2. The FBO shall store, handle and dispose of any hazardous waste or contaminated fuel in accordance with Federal, State and local’s laws, regulations and ordinances now or hereafter enacted. FBO shall bear all costs for cleanup of hazardous waste. All hazardous waste, including contaminated fuels, shall be disposed of off the airport property. The FBO shall make available at the request of the Tekamah Airport Authority or his designated representative, copies of all manifested waste and certification of approved sites.
	3. The FBO shall provide monthly reports to the Tekamah Airport Authority documenting fuel transfers into the tank farm, and shall supply copies of bills of lading, delivery tickets, invoices, or other documentation verifying actual quantities transferred into the tank farm.
	4. FBO must annually submit certification to the Airport Authority Board verifying that all facilities are in compliance with all Federal, State, and local regulations.

**Insurance and Indemnification**

* + 1. Fire Insurance. During the full term of the Business Franchise and lease, the FBO shall, at its sole cost and expense, cause all improvements constructed or installed on FBO's leased premises to be kept insured to the full insurable value thereof against the perils of fire, extended coverage, vandalism, explosion and like perils. Said insurance shall be procured from a company authorized to do business in the State of Nebraska, and FBO shall provide the Tekamah Airport Authority with evidence satisfactory to the Tekamah Airport Authority that such coverage has been procured and is being maintained.

The proceeds of any such insurance, paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing, restoring, or reconstructing said improvements, as necessary; provided, however, that if the permit is canceled, such proceeds shall be used to restore the leased premises to its original condition, including the removal of all buildings, structures and debris.

Property insurance policies required by this paragraph shall contain waiver of subrogation endorsements and shall provision that the Tekamah Airport Authority shall be notified by the insurance company of any renewals, changes or cancellations of such insurance coverage by at least thirty (30) days written notice to the Tekamah Airport Authority, and shall name the Tekamah Airport Authority as an additional insured.

* + 1. Indemnification. The Tekamah Airport Authority shall stand indemnified by FBO as herein provided. FBO is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the Tekamah Airport Authority shall in no way be responsible therefore. FBO covenants and agrees to indemnify, hold harmless and defend Tekamah Airport Authority, its officers, agents, servants and employees from and against any and all claims for damages or injury to persons or property arising out of or incident to the leasing of or the use and occupancy of the premises by FBO, its employees, patrons, contractors of subcontractors, and FBO does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character whether real or asserted, occurring during the term of the Business Franchise or lease in connection with the use or occupancy of the premises by FBO, its employees, patrons, contractors or subcontractors. FBO shall pay promptly when due all bills or charges for construction or maintenance as well as any other amounts due for material or services furnished in connection therewith, and FBO shall indemnify the Tekamah Airport Authority against any and all mechanics liens imposed upon the premises demised hereunder arising as a result of FBO's conduct or inactivity.

FBO shall promptly, after the execution of its lease, and prior to receiving a Business Franchise from the Tekamah Airport Authority, provide public liability insurance for personal injuries, including death, growing out of any one accident or other cause in a minimum sum of **One Million and No/100 dollars ($1,000,000.00)** per occurrence, **Two Hundred Thousand and No/100 dollars ($200,000.00)** per person. Shall provide property damage liability insurance in a minimum sum of **One Million and No/100 dollars** **($1,000,000.00)** for property damage growing out of any one accident or other cause; shall provide products and completed operations liability insurance in a minimum sum of **One Million and No/100 dollars ($1,000,000.00),** and shall provide hangar keeper's liability insurance in a minimum amount of **One Hundred Thousand and No/100 dollars ($100,000.00).**

FBO shall maintain said insurance with insurance underwriters authorized to do business in the State of Nebraska satisfactory to the Tekamah Airport Authority. FBO shall furnish the Tekamah Airport Authority with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of the Business Franchise and lease. Said certificates shall contain a provision that written notice of cancellation of any material change in said policy to the insurer shall be delivered to the Tekamah Airport Authority thirty (30) days in advance of the effective date thereof, and said policy shall name the Tekamah Airport Authority as an additional insured.

**Fees (if applicable)**

1. Registration. The FBO shall be responsible for registering all fuel tanks with the appropriate Federal, State and local agencies, and any other agency now or hereafter requiring so, and be solely responsible for payment of all registration fees and other associated costs.
2. Fuel Flowage Fee. For the privilege of securing the right to dispense aircraft fuels, FBO shall pay to the Tekamah Airport Authority a fuel flowage fee at the rate established by the Tekamah Airport Authority. Such fuel flowage fee rate may be adjusted by the Tekamah Airport Authority at any time during the term of the Business Franchise or lease, but in no case shall the rate be greater than that paid by any other FBO on the Airport, excluding FBO services provided directly by the Tekamah Airport Authority.
3. Parking Fees. Any and all aircraft parking fees as established by the Tekamah Airport Authority and collected by the FBO for parking on the public use transient apron or on any other property of the Tekamah Airport Authority, not leased out on an exclusive basis, shall be paid to the Tekamah Airport Authority subject to the terms of any agreements for the collection of those fees.
4. Time of Payment. Fuel flowage fees and the payments on aircraft parking fees shall be due on the tenth (10) day of the month succeeding that in which the aircraft fuels were supplied to the FBO and/or parking fees collected, and shall be delinquent if unpaid before the tenth (10) day of each month.

**Records of FBO**

FBO shall keep true and accurate records and books which shall show all fuel deliveries made to FBO at said airport and all parking fees collected. FBO's fuel supplier shall furnish monthly delivery reports to the Tekamah Airport Authority upon request.

With the payment of fuel flowage fees and aircraft parking fees, FBO shall submit to the Tekamah Airport Authority detailed statements of such fuel deliveries, fuel sales, and aircraft parking fees collected for the preceding calendar month. These statements shall be in a form and show such reasonable detail and breakdown as may be required by the Tekamah Airport Authority.

**Audit** Within thirty (30) days after the end of each of the Tekamah Airport Authority's fiscal years, FBO shall submit to the Tekamah Airport Authority a detailed statement of total gallons of fuel delivered into the tank farm and total parking fees collected. Such statement shall be prepared by an independent Certified Public Accountant and any adjustment due on payments made during the previous year shall be accomplished at that time.

In addition, the Tekamah Airport Authority shall have the right at any time during the term of its agreement with the FBO to authorize an audit of FBO's records pertaining to its FBO operation on the airport. Such audits shall be undertaken by an independent Certified Public Accountant, satisfactory to the Tekamah Airport Authority. The cost of such audit shall be borne by the Tekamah Airport Authority.

**Cancellation**

1. Cancellation by FBO. FBO Business Franchises and leases shall be subject to cancellation or revocation after the happening of one or more of the following events:
2. The permanent abandonment of the airport.
3. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the airport, or any substantial part or parts thereof, in such a manner as substantially to restrict the FBO for a period of at least ninety (90) days from operating thereon.
4. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the airport, and the remaining in force of such injunction 'for period of at least ninety (90) days.
5. The default by the Tekamah Airport Authority in the performance of any covenants or agreement required to be performed by the Tekamah Airport Authority and the failure of the Tekamah Airport Authority to take reasonable action to remedy such default for a period of ninety (90) days after receipt from FBO of written notice to remedy the same.

FBO may exercise such right of termination by written notice to the Tekamah Airport Authority at any time after the elapse of the applicable periods of time and the Business Franchise and lease shall terminate as of that date, or other date established by the FBO.

Upon cancellation, FBO must submit an independent, certified engineering report indicating all facilities are in compliance with all Federal, State, and local regulations, including those pertaining to the fueling facilities.

1. Cancellation by Tekamah Airport Authority. Business Franchise and leases shall be subject to cancellation by the Tekamah Airport Authority in the event of any of the following acts or omissions by the FBO:
2. Be in arrears in payment of the whole or any part of the amounts agreed upon for a period of Forty five (45) days after the time such payments become due;
3. Make a general assignment for the benefit of creditors;
4. Abandon the demised premises;
5. Discontinue required services to the public;
6. Fail to replace any improvements which have been destroyed by fire, explosion, etc. within six (6) months from the date of such destruction;
7. Default in the performance of any of the covenants and conditions required herein to be kept and performed by FBO, and such default continues for a period of thirty (30) days after receipt of written notice from the Tekamah Airport Authority of said default;
8. Fall below or be in non-compliance with any Federal, State or local laws governing the occupancy or use of associated facilities such as hangars, offices, fuel tanks, etc.

In any of the aforesaid events, the Tekamah Airport Authority may take immediate possession of the demised premises and remove FBO's effects, forcibly, if necessary, without being deemed guilty of trespassing. Upon said entry, the Business Franchise and lease will terminate. Any fees due shall be payable to said date of termination.

Failure of the Tekamah Airport Authority to declare the permit terminated upon the default of FBO for any of the reasons set forth herein, shall not operate to bar or destroy the right of the Tekamah Airport Authority to cancel the Business Franchise or lease by reason of any subsequent violation of the terms hereof.

**Assignment, Transfer or Subletting.** The FBO shall not assign, sublet or transfer its Business Franchise or lease or any privileges herein contained, in whole or in part, without written prior consent of the Tekamah Airport Authority.

It is specifically stipulated and agreed that FBO will not enter into any tie-in agreements with other operators or sublet any of the rights herein whereby other operators share in the privileges or the services stipulated in the Business Franchise or lease without the written consent of the Tekamah Airport Authority.

**Suspension of Business Franchise and/or Lease.** During time of war or national emergency, the Tekamah Airport Authority shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of FBO's Business Franchise or lease which are inconsistent with the lease provisions to the Government will be suspended.

**Attorney's Fees.** In an action brought by the Tekamah Airport Authority for the enforcement of the obligations of FBO, the Tekamah Airport Authority shall be entitled to recover interest and reasonable attorney's fees.

**Taxes.** The FBO is solely responsible for the payment of any taxes or assessments which may be lawfully levied against FBO's occupancy or use of the demised premises or any improvements placed thereon as a result of FBO's occupancy.

**Relocation of Improvements.** In the event that the Tekamah Airport Authority requires any of the leased premises, including the tank farm, for expansion or development of the airport, the Tekamah Airport Authority reserves the right to relocate or replace the improvements made by FBO to substantially similar facilities generally comparable at another location on the airport.

**Subordination of Agreement.** The FBO Business Franchise and lease shall be subordinate to the provisions of any existing or future agreements between the Tekamah Airport Authority and the United States of America relative to the operation or maintenance of the airport, the execution of which has or may be required as a condition precedent to the expenditure of federal funds for the development of the airport. The franchise referred to herein shall be amended to include any requirements of the FAA or other regulatory agencies including which were omitted from the franchise, and to include any requirements necessary as a result of any amended rules and regulations of the FAA or other regulatory agency. To the extent that a franchise is in conflict with the terms and conditions of the rules and regulations of the FAA or other regulatory agency, the rules and regulations of the FAA or other regulatory agency shall control.

**10.13 FLIGHT TRAINING**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in flight training activities shall provide as a minimum the following:

1. Land. Sufficient area for the proposed operations including automobile parking, training, aircraft tie-downs and/or hangar space to accommodate leased or owned aircraft.
2. Buildings. Lease or construct adequate space to provide classroom, briefing room, pilot lounge, rest rooms, office space and public use telephone. The above mentioned floor space shall be sufficient to accommodate the requirements of its program and the number of students typically using the facility.
3. Personnel. At least one (1) properly FAA certificated flight/ground instructor to cover the type training and ratings being offered.
4. Aircraft. At least one (1) leased or owned properly certificated aircraft equipped for the type of flight instruction being offered. If leased, documentation authorizing the flight training organization to utilize said aircraft for flight instruction must be available.
5. Insurance Coverage. As specified in Chapter 12.00 contained in this document.

**10.14 FLYING CLUBS**

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is included in the Minimum Standards for the Tekamah Municipal Airport.

All flying clubs desiring to base their aircraft and operate at the Tekamah Municipal Airport must comply with these requirements. However, they shall be exempt from Fixed Base Operator and other requirements upon the satisfactory fulfillment of the conditions contained herein:

The club shall be a registered not for profit or non-profit corporation, association or partnership organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

Flying clubs may not offer or conduct charter, air taxi, aircraft rentals, or any other form of commercial aviation activity. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may act as pilot in command of the aircraft except when receiving dual instruction.

Members may compensate other members for flying services; however, no service can be performed for the benefit of a non-member, except for occasional operations conducted pursuant to FAR Part 91 when the costs are shared with the member.

Any qualified mechanic and/or flight instructor who is a registered member and part owner of the aircraft owned and operated by the flying club shall not be restricted from doing maintenance and/or giving instruction in aircraft owned by the club. Mechanics and instructors may be compensated by credit against payment for dues or flight time or by direct payment for services, provided however that the mechanic or instructor is not a full time employee of the club.

All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at airport, except that said flying club may sell or exchange its capital equipment. Nothing in the paragraph is intended to prohibit fund raising events or activities intended to raise funds for the operation of the club.

A flying club shall abide by and comply with all Federal, State and local laws, ordinances, regulations, and the Rules and Regulations of the Tekamah Airport Authority, including these Minimum Standards.

The flying club, with its request for a Business Franchise, shall furnish the Tekamah Airport Authority with a copy of its by­laws, articles of incorporation/association, partnership agreement or other documentation supporting its existence; evidence of insurance in the form of a Certificate of Insurance provided to the Tekamah Airport Authority with the Tekamah Airport Authority named as an additional insured.

The flying club, upon request by the Tekamah Airport Authority, shall provide satisfactory evidence of all club income and expenses and evidence of ownership of aircraft. Such request shall be made by the Tekamah Airport Authority upon reasonable cause.

Insurance Coverage: As specified in Chapter 12.00 contained in this document.

A flying club which violates any of the foregoing or permits one or more of its members to do so, will be notified of the violation and given 30 days in which to correct said violation. Should such violation not be corrected within 30 days, the Airport Authority shall have the right to terminate the Business Franchise and/or lease. Nothing in this paragraph shall serve to prevent the Tekamah Airport Authority from taking any immediate action when a safety related or hazardous situation exists.

**10.15 INDEPENDENT COMMERCIAL OPERATOR**

Any person, firm, corporation, FBO or partnership conducting commercial aviation activities on the Tekamah Municipal Airport who is not a tenant or sub-tenant of the airport, does not hold a lease or access agreement with the Tekamah Airport Authority or an airport tenant, or who otherwise does not pay any rent to the Tekamah Airport Authority or any airport tenant for the use of space on the airport, shall be considered an Independent Commercial Operator.

1. Independent Commercial Operators include but are not limited to any activity defined in these Chapters.
2. An Independent Commercial Operator must possess a Business Franchise approved by the Tekamah Airport Authority.
3. In addition to the appropriate Business Franchise Fee, Independent Commercial Operators must pay according to the schedule of fees as established by the Tekamah Airport Authority for all gross sales taking place on the Tekamah Municipal Airport to the Tekamah Airport Authority for the privilege of conducting business on the airport.
4. The following interpretations are made concerning Independent Commercial Operators conducting flight instruction activities:
	1. Flight instructors performing flight instruction for hire as an employee of an airport tenant holding a Business Franchise including flight instruction are not considered Independent Commercial Operators.
	2. Flight instructors performing flight instruction for hire as an independent contractor to an airport tenant holding a Business Franchise including flight instruction are not considered Independent Commercial Operators. Designated Examiners (DE's) performing services on behalf of a Tenant are not considered Independent Commercial Operators.
	3. Flight instructors performing flight instruction for hire by an individual aircraft owner whose aircraft is based at the airport, are not considered Independent Commercial Operators if the flight instruction is exclusively for the individual aircraft owner him/herself only.
	4. Flight instructors performing flight instruction for hire using an aircraft not owned by a tenant of the Airport holding a Business Franchise including flight instruction, and not exclusively for the aircraft owner (if the aircraft is based at the airport) are considered Independent Commercial Operators.
	5. Flight instructors performing flight instruction for hire using aircraft not based at the airport are considered Independent Commercial Operators.

Nothing in this paragraph is intended to prevent the operation of or define as Independent Commercial Operator any flight instruction activity based at or originating at another airport that uses the Tekamah Municipal Airport as an itinerant stopping point during such fight instruction activity. It is the intent of this paragraph to define as an Independent Commercial Operator, any flight instruction activity originating at the Tekamah Municipal Airport that meets the definition of an Independent Commercial Operator as defined in sub-paragraphs 4) and 5) above.

1. Insurance Coverage. Independent Commercial Operators must provide insurance coverage consistent with the insurance requirements set forth in Chapter 12.00.

**10.16 NON-PUBLIC AIRCRAFT FUELS DISPENSING (Not Permitted)**

No additional fueling or dispensing fuel system will be permitted. This will not include or effect previously approved systems**.**

**10.17 OFF AIRPORT ACCESS**

This Chapter shall be known and may be cited as the Tekamah Municipal Airport Access Policy, or "Access Policy". This Access Policy shall apply to any person, firm or corporation desiring aeronautical access to the runways and taxiways of the airport from property adjacent to the airport, but not a part of or owned by the airport.

* 1. Definitions. The following terms as used in this Chapter shall have the following meanings:
		1. Access Area – Shall mean the entire portion of an off-airport parcel that is used by the off-airport user for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxi lanes, landscaping or other uses.
		2. Access Permit– Shall mean that document approved by the Tekamah Airport Authority granting aeronautical access to the airport by an Off-Airport User, subject to the provisions of this Chapter.
		3. Access Taxiway or Taxi lane – Shall mean an aircraft taxiway or taxi lane located on property other than the airport that connects into a taxiway or taxi lane on the airport and that is constructed for the purpose of allowing aircraft to taxi between the airport and off-airport parcel(s).
		4. Off Airport Parcel – Shall mean any tract of land or portion thereof not located on the airport that abuts or will abut an Access Taxiway or Taxi lane as such may exist from time to time.
		5. Off Airport User – Shall mean an owner or user or an off-airport parcel who desires to operate aircraft directly between its off-airport parcel and the airport.
	2. Access Right. Access to the airport is granted to off-airport users, subject to the terms and conditions of this Chapter and of the Access Permit granted to each off-airport user. The access granted shall be for the purpose of allowing the off-airport user to conduct aviation related activities and aircraft operations on the access area, so that it will have unobstructed access to the airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of aircraft. The access right may be revoked by the Tekamah Airport Authority for failure to comply with the provisions of these Airport Rules and Regulations and Minimum Standards, , or other policies and provisions of the airport.
	3. Off Airport Parcel Uses; Access Taxiways; Permitted and Prohibited Uses.
1. Access Area. The Tekamah Airport Authority, FAA, State of Nebraska Department of Aeronautics, or any other regulatory authority shall have the right to enter the access area to inspect or perform other regulatory requirements. All safety and operational rules and regulations applicable to the operation of the airport shall be applicable to the access area.
2. An off-airport user may construct access taxiways to connect its parcel with airport taxiways. The number, exact location and configuration of the access taxiways will be determined from time to time by the off-airport user, subject to the approval of the Tekamah Airport Authority and the FAA. Access taxiways will be made available for use by other off-airport users abutting any portion of such access taxiways, it being the intent of the Tekamah Airport Authority to maximize the number of off-airport users that can take advantage of the access taxiway.
3. Plans and specifications for access taxiways shall be approved by the Tekamah Airport Authority prior to construction, and shall be designed and constructed to meet the same standards for taxiway construction as those for airport taxiways.
4. After completion of construction, inspection and approval by the Tekamah Airport Authority, that portion of the access taxiway on airport property shall be dedicated to the Tekamah Airport Authority, and maintained by the Tekamah Airport Authority. Those portions of access taxiways off the airport property shall be maintained by the off-airport user. The off-airport user shall maintain those portions of the access taxiway off airport property in accordance with commercial aviation standards for maintenance of public taxiways.
5. All commercial aviation activities, as outlined in these Chapters, will be operated only on the airport premises. No commercial aviation business offering to the general public will be permitted to operate on an off-airport parcel. Such commercial aviation businesses include but are not limited to: fixed base operator services, aircraft rental, aircraft sales, aircraft paint services, airframe and power plant repair, air taxi service, aerial applications, flight training, flying clubs, radio, instrument or propeller repair services, restaurant services, specialized commercial flight operations, or any other type of commercial activity capable of being performed on airport property.
6. An off-airport user shall be permitted to conduct aviation activities from an off-airport parcel which support the off-airport user's own aircraft, such as storage, training, maintenance, operation of a corporate flight department, and other incidental activities, including those activities that are associated with an off-airport user's aviation related activities business of manufacturing, distribution, etc. Activities on off-airport parcels are subject to all Tekamah Airport Authority or Burt County zoning ordinances as applicable.
7. Self fueling operations on an off-airport parcel are subject to the provisions of these Chapters for Non-Public Fuels Dispensing.
8. Development and improvements on off-airport parcels that access the airport must be in compliance with the Tekamah Airport Authority and Burt County Comprehensive Development Plan (CDP).
9. Access to the airport from off-airport parcels used for residential purposes will not be permitted.
	1. Access Permit
10. Application; Granting of Permit. Any off-airport user who desires access to the airport from an off-airport parcel shall apply to the Tekamah Airport Authority for an access permit. The off-airport user shall deliver to the Airport Manager a survey plat of the access area, including a computation of the size of the access area in square footage on that user's off-airport parcel. Additional information will be provided as detailed in the application, and the off-airport user shall clearly show how he/she intends on complying with the CDP.
11. Conditions for Granting; Access Permit Granted. The Burt County Planning and Zoning Commission shall review the application for compliance with the County Comp Plan and other zoning requirements and make a recommendation to the Tekamah Airport Authority as to the issuance of an access permit.

The granting of an access permit shall entitle the holder to commence using the right granted in paragraph 2. The permit shall continue in effect until the sale, transfer or assignment of the off-airport parcel, or until revoked by the Tekamah Airport Authority.

1. Assignment of Access Permit. The access permit may not be sold, transferred or assigned without approval of the Tekamah Airport Authority.
2. Contents of Permit/Amendment of Permit. The access permit shall specify the size of the access area and the initial fee to be charged pursuant to this Chapter. An off-airport user shall have the right to change the access area on its off-airport parcel from time to time provided that such user notifies the Tekamah Airport Authority of such change, and provides a new survey of the revised access area, and applies for an access permit for such revised access area, which permit shall be issued if such revised access area complies with the provisions of this Chapter. The fee shall be adjusted appropriately due to any change in the access area.
3. Revocation; Reinstatement. The Tekamah Airport Authority may revoke the access permit of any off-airport user who either (1) fails to pay its applicable fee or otherwise to comply with any provision of this Chapter, with such failure not being corrected within 10 days after written notice thereof is given by the Airport Manager to such user, or (2) fails to pay prior delinquency, the lawfully assessed and levied City or County taxes on its off-airport parcel.

Any access permit that has been revoked shall be reinstated upon payment of such fee, the correction of any such non-compliance or the payment of such taxes plus all penalties and interest, as applicable. The Tekamah Airport Authority reserves the right at its sole discretion to permanently revoke the access permit, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Chapter.

1. Prohibition against un-permitted Access/Penalty. It shall be unlawful for any person to utilize an access right unless such person holds a valid access permit.
2. Multiple Off-Airport Users; Single Parcels. Separate commercial entities operating on common off-airport parcels shall be treated as separate off-airport parcels. Each commercial entity shall apply for and obtain its own access permit as outlined in this Chapter, and be directly responsible for the associated fees.
	1. Access Permit Fee/Time for Payment/Amount of Fee.
3. Permit Fee; Time of Payment. At the time of issuance of an access permit pursuant to this Chapter, off-airport users shall be charged a permit fee (fee). No other fee shall be charged for use of the access right, except as otherwise stated in this Chapter. The fee shall be payable beginning on the effective date of such users access permit and thereafter for so long as the access permit remains effective. The fee shall be charged on a calendar year basis and shall be prorated for any partial year to the first day of the month in which the access permit became effective. The fee due by such user shall be due on January 1st of each year for the following year. The fee shall be subject to late charges as established and from time to time revised by the Tekamah Airport Authority, if not paid within 10 days of the date due.
4. Permit Fee/Amount. The annual fee will be charged as listed in the scheduled rates and fees as established by the Tekamah Airport Authority.
5. No off Airport user shall be allowed to provide any aeronautical services not allowed to Airport tenants, including dispensing of fuels. No off Airport user shall dispense fuel, or refuel any vehicle off the airport except as expressly agreed to by the Tekamah Airport Authority.

**10.18 RADIO, INSTRUMENT, OR PROPELLER SERVICES**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in radio, instrument or propeller services must hold an FAA Repair Station Certificate and ratings for same, and as a minimum provide the following:

1. Facility. Construct or lease, land area and buildings that will provide adequate space to house office, storage, and minimum shop and hangar space as required for the activities conducted or for FAA Repair Shop Certification (if applicable).
2. Personnel. A minimum of one (1) certificated technician qualified in accordance with the terms of the FAA Repair Station Certificate.
3. Insurance Coverage. As specified in Chapter 12.00 contained in this document.

**10.19 RESTAURANT SERVICES**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in restaurant or food service activities, must provide at a minimum:

1. Land & Buildings. Construct or lease, prior to commencement of the proposed services, adequate space for the following:
2. Kitchen facilities including sinks, stoves, ovens, refrigerator/freezers and other appliances necessary to carry out the proposed services.
3. Dining area to accommodate a minimum capacity of 20 persons simultaneously, including tables and chairs.
4. Storage of other food, supplies, equipment, and other items incidental to the proposed services.
5. Adequate vehicle parking area to accommodate customer parking needs.
6. Personnel. An adequate number of employees to handle cooking and waiting duties during the most busy time period of the average day. Employees may have multiple duties.
7. Licenses. Possession of a current State of Nebraska License to Operate a Food Service Establishment, Sales Tax License, and all other applicable licenses required by State or local laws is required. All licenses must be displayed in a conspicuous location and obtained prior to commencement of the proposed services. All applicable health laws and practices as established by Federal, State or local laws will be adhered to at all times.
8. Insurance Coverage. As specified in Chapter 12.00 contained in this document.

**10.20 SPECIALIZED COMMERCIAL FLIGHT SERVICES**

Any person, Airport Tenant, Airport Tenant Sub lessee or FBO desiring to engage in specialized commercial flight activities, including but not limited to:

Banner towing and aerial advertising

Aerial photography or survey

Firefighting/fire patrol

Power line/pipeline patrol

Any other operation specifically excluded from Part 135 of the FAA regulations.

Those engaged in the above activities shall provide as a minimum the following:

1. Land. Sufficient aircraft apron and/or hangar space to accommodate leased or owned aircraft. Land area should be capable of providing facilities for auto parking, paved hangar apron and other area as needed to perform the operations contemplated.
2. Buildings. Lease or construct, adequate space for office and rest rooms. If aircraft maintenance is to be performed on site, a building space is required for shop and storage space.
3. Personnel. A minimum of one (1) properly certificated Commercial Pilot with the appropriate ratings for the aircraft to be flown and the operations to be conducted.
4. Aircraft. A minimum of one (1) properly certificated aircraft meeting the requirements for the operations to be conducted.
5. Insurance Coverage. As specified in Chapter 12.00 contained in this document.

The Tekamah Airport Authority reserves the right to establish additional requirements for those specialized commercial flight activities not specifically listed in this Chapter.

**11.00 MULTIPLE SERVICES**

Persons who are not FBO's, desiring to engage in two or more commercial aeronautical activities, must provide as a minimum the following:

1. Land. The leasehold for multiple activities must comply with the space requirements contained in the Chapter applying to the activity that requires the largest amount of space. The Tekamah Airport Authority reserves the right to require land in addition to this amount, if in its opinion such additional land is warranted due to the scope of multiple services being provided.
2. Buildings. Lease or construct a building that complies with the space requirements contained in the Chapter applying to the activity that requires the largest amount of space. The Tekamah Airport Authority reserves the right to require building space in addition to this amount, if in its opinion such additional space is warranted due to the scope of multiple services being provided.
3. Personnel. Minimum personnel appropriately rated to perform the specific functions of the services to be offered. Multiple responsibilities may be assigned to personnel to meet the requirements of each activity, provided the person holds all of the proper ratings and qualifications required for each activity being performed.
4. Aircraft. All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except aerial applicator aircraft, to meet these requirements.
5. Services. All services specifically required for each activity must be provided during the hours of operation.
6. Equipment. All equipment specifically required for each activity must be provided.
7. Insurance Coverage. The lessee will obtain the highest single coverage in the amounts established for each type of insurance required for each specific activity. If the insurance coverage for one activity is the same as for another, than only one policy is required, provided the policy covers all activities.
8. Facility Compliance. All facilities must be in compliance with all Federal, State and local laws concerning certificates of occupancy, building permits and other applicable codes prior to being granted permission to engage in any activity described in these Chapters. In the event that any facility falls below these standards, the Tekamah Airport Authority has the right to suspend or revoke, temporarily or permanently, all rights to engage in such activities.

**12.00 MINIMUM INSURANCE REQUIREMENTS**

The following minimum insurance limits shall be in effect for the associated category of operations. If more than one activity is being performed, then the higher limits shall apply. All figures are in U.S. dollars.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CATEGORY OFTENANT/OPER | PROPERTYINSURANCE | GENERALPREMISES | LIABILITY | ENVIRONMENT | AIRCRAFT |
| PUBLIC ACFTFUELS DISPENSING | See Note 1 | $1,000,000 | 100/300/100 | N/A | N/A |
| FLIGHT TRAINING | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| AIR TAXI | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| SPECIALIZEDCOMMERCIAL SVC | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| AERIALAPPLICATIONS | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| AIRCRAFT SALES | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| AIRCRAFT RENTAL | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| AIRFRAME &POWERPLANT | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| RADIO,INSTRUMENT,PROPELLER RPR | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| MULTIPLE SERVICES | See Note 1 | $1,000,000 | 100/300/100 | N/A | $1,000,000 |
| FLYING CLUBS | See Note 1 | $1,000,000 | 100/300/100 | N/A | $500,000 |
| AIRPORT TENANT | See Note 1 | $500,000 | N/A | N/A | $500,000 |
| NON PUBLIC FUELSDISPENSING | See Note 1 | $1,000,000 | 100/300/100 | $1,000,000 | N/A |
| AIRCRAFT PAINTSVCS | See Note 1 | $1,000,000 | 100/300/100 | N/A | N/A |
| RESTAURANT | See Note 1 | $500,000 | 100/300/100 | N/A | N/A |

1. Replacement Value will be provided by landlord leasing buildings owned by the Tekamah Airport Authority. Privately owned buildings shall maintain adequate coverage to either replace the building to original condition, or remove all debris and restore the lease site to landscaped condition.
2. Coverage shall be on an occurrence basis. A minimum of $50,000 in fire liability is to be included.
3. Coverage shall apply to all vehicles registered to the lessee's business and used exclusively for commercial aviation purposes. Per Person/Per Accident/Property in hundreds of thousands of dollars.
4. Requirement for coverage will go into effect on January 1, 2007 for any tenant with fuel tanks used for re­fueling of aircraft or vehicles.
5. Coverage shall include passengers at a minimum of $100,000 per passenger or seat whichever is greater.

**TEKAMAH MUNICIPAL AIRPORT**

**APPLICATION FOR BUSINESS FRANCHISE**

1. **BUSINESS NAME:**

 **ADDRESS:**

 **PHONE: FAX:**

1. **AUTHORIZED PARTY OR OFFICERS:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **BUSINESS FRANCHISE REQUESTED (Category From Minimum Standards)**
2. **DESCRIPTION OF SERVICES IN DETAIL (Attach Additional Sheets If Necessary):**
3. **DESCRIPTION OF FACILITY** (Include Size, Type Building, Intent to Lease or Build):
4. **NUMBER OF EMPLOYEES AND TITLES:**
5. **FAA CERTIFICATES & LICENSES HELD FOR PROPOSED ACTIVITIES (Include Type Certificate and Certificate Number):**
6. **INSURANCE** (List All Insurance Coverage Applicable and Limits of Liability. Must Meet Minimum Insurance Requirements Contained In Minimum Standards):
7. Is the Tekamah Airport Authority named as an Additional Insured?

 **YES \_\_\_\_\_\_\_\_\_\_ NO \_\_\_\_\_\_\_\_\_\_\_**

All commercial activities conducted on the Tekamah Municipal Airport require a Business Franchise. All questions and comments should be directed to the Airport Authority via regular mail or E-mail. Applicants may also address the Tekamah Airport Authority during their regularly scheduled monthly meetings.

**APPLICANT SIGNATURE:**

**NAME: DATE:**

 Authorized Representative of Applicant