

**CITY OF ABILENE AIRPORT ADVISORY BOARD
MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
AUGUST 3, 2026 - 4:00 PM**

Call to Order

Roll Call: Jim Price (Chair), Jim Curtis (ex-officio), Bruce Youtsey, Jeremy Gorman, James Ferguson, Rebecca Perkins

Approval of Agenda

Approval of the Meeting Minutes

1. Meeting Minutes - July 6, 2026

Unfinished Business

1. Financial Report - July
2. Hanger discussion/updates
3. Airport Land Lease Agreement Discussion/Revision requests
4. Minimum Standards Discussion
5. Driving DK County & CVB questions (if any)
6. Fly-in/Pancake feed updates (if any)

Schedule Next Meeting: The next meeting is Labor Day. Reschedule or cancel all together?

Adjournment

**CITY OF ABILENE
AIRPORT ADVISORY BOARD
MEETING MINUTES**

**July 6, 2026, at 4:00 p.m.
Abilene Public Library, Jordan Room
209 NW 4th St. Abilene, KS 67410**

Members Present: Jim Price (Chair), Jeremy Gorman (Vice-Chair), Bruce Youtsey (Member), Rebecca Perkins (Member), Jim Curtis (ex-officio, Airport Manager)

Members Absent: James Ferguson (Member)

Others Present: Natalie Murato, DKEDC

Staff Present: Finance Director Kelsey Briand

Call to Order

The meeting was called to order at 4:00 pm by Chair, Jim Price.

Approval of Agenda

Bruce Youtsey moved to approve the agenda, seconded by Jeremy Gorman. Motion carried unanimously 5-0.

Approval of the Meeting Minutes – June 1, 2026

Jim Curtis moved to approve the minutes as written, seconded by Jeremy Gorman. Motion carried unanimously 5-0.

Business

Driving Dickinson County

Natalie Murato came to discuss economic development and how it relates to airport. She provided her background with board. Jim Price asked about potential grant opportunities. Rebecca Perkins asked about the Industrial Park. Natalie suggested creating a 3–5-year strategic plan. She relayed that it is important to show support for the community through the airport. She suggests making the groundbreaking on the hangars a big deal and allowing Driving Dickinson County to help with and promote that. She would also like to help us promote our fly-in and pancake feed.

Financial Report – June

Staff presented the financial report for June. No questions arose.

Hangar Discussion/Updates

Staff provided updates on hangars. We've received the grant letters back from FAA and signed and submitted those back. No other updates at this time.

Lease Agreement of Privately-Owned Hangars

Tabled to August meeting so board members have time to review the lease agreement and provide suggestions.

Pancake Feed/Fly-In Discussion

Date for pancake feed/fly-in will be October 24th. We should have enough volunteers to work the actual day. We will need to clean up the day before. Jim Curtis was curious if there was anyway to tie in with Ike's birthday with the Eisenhower Center.

Adjournment

Bruce Youtsey made a motion to adjourn, seconded by Rebecca Perkins. Motion carried unanimously 5-0.

Minutes Approved,

Attest:

Airport Advisory Board

Kelsey Briand
Finance Director



Abilene, KS

Income Statement

Account Summary

For Fiscal: 2026 Period Ending: 07/31/2026

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 005 - AIRPORT FUND						
Revenue						
<u>005-430020</u>	DELINQUENT PROPERTY TAX	33.00	33.00	0.00	137.66	-104.66
<u>005-430600</u>	AIRPORT LEASE	2,784.00	2,784.00	0.00	3,209.60	-425.60
<u>005-430620</u>	INTEREST INCOME	142.00	142.00	0.00	0.00	142.00
<u>005-430780</u>	REFUND RECEIVED	0.00	0.00	0.00	361.83	-361.83
<u>005-430793</u>	FAA	595,053.00	595,053.00	0.00	24,968.00	570,085.00
<u>005-440020</u>	BEGINNING CASH BALANCE	41,716.00	41,716.00	0.00	0.00	41,716.00
<u>005-450010</u>	KDOT FUNDS	233,481.00	233,481.00	18,810.00	116,964.00	116,517.00
Revenue Total:		873,209.00	873,209.00	18,810.00	145,641.09	727,567.91
Expense						
<u>005-000-520140</u>	ENGINEERING	0.00	0.00	19,800.00	96,214.00	-96,214.00
<u>005-000-520141</u>	AWOS	5,000.00	5,000.00	0.00	91.15	4,908.85
<u>005-000-520270</u>	TRAINING	500.00	500.00	0.00	0.00	500.00
<u>005-000-520410</u>	INSURANCE	1,125.00	1,125.00	2,402.00	3,428.00	-2,303.00
<u>005-000-520510</u>	ELECTRIC SERVICE	7,500.00	7,500.00	481.58	3,280.15	4,219.85
<u>005-000-520520</u>	TELEPHONE / INTERNET	6,000.00	6,000.00	484.91	3,276.98	2,723.02
<u>005-000-520600</u>	VEHICLE EXPENSES	1,000.00	1,000.00	0.00	289.04	710.96
<u>005-000-520610</u>	BUILDING MAINTENANCE	6,500.00	6,500.00	188.77	2,280.00	4,220.00
<u>005-000-520620</u>	EQUIPMENT REPAIR & MAINTENANCE	3,000.00	3,000.00	363.00	450.97	2,549.03
<u>005-000-520642</u>	RUNWAY REPAIRS & MAINTENANCE	7,500.00	7,500.00	1,297.52	3,837.52	3,662.48
<u>005-000-520690</u>	FIRE EXTINGUISHER REFILLS	250.00	250.00	0.00	0.00	250.00
<u>005-000-520700</u>	RENT/CONTRACTS/AGREEMENTS	2,500.00	2,500.00	0.00	269.40	2,230.60
<u>005-000-520910</u>	DUES/SUBSCRIPTIONS/PUBLICATIONS	300.00	300.00	0.00	590.42	-290.42
<u>005-000-521010</u>	OFFICE SUPPLIES/EQUIPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00
<u>005-000-521060</u>	GASOLINE/OIL/LUBRICANTS	500.00	500.00	0.00	0.00	500.00
<u>005-000-530260</u>	SPECIAL PROJECTS	595,053.00	595,053.00	0.00	2,250.00	592,803.00
<u>005-000-530261</u>	AIRPORT IMPROVEMENTS	233,481.00	233,481.00	0.00	0.00	233,481.00
<u>005-000-783100</u>	TRANSFER TO EQUIPMENT RESERVE	2,000.00	2,000.00	0.00	0.00	2,000.00
Expense Total:		873,209.00	873,209.00	25,017.78	116,257.63	756,951.37
Fund: 005 - AIRPORT FUND Surplus (Deficit):		0.00	0.00	-6,207.78	29,383.46	
Total Surplus (Deficit):		0.00	0.00	-6,207.78	29,383.46	

		Expense Frequency	
Revenues for July			
KDOT Funds			\$18,810.00
Revenue Total			\$18,810.00
Expenditures for July			
Evergy	Monthly		\$481.58
Vyve Internet	Monthly		\$362.62
AT&T Internet for AWOS Computer	Monthly		\$104.25
Straighttalk - AWOS Hotspot	Monthly		\$18.04
Unifirst - Janitorial Supplies	Monthly		\$188.77
Olsson - Engineering	One-time		\$19,800.00
Smart Insurance	One-time		\$2,402.00
Homman Electronics - Service call, monitor out	One-time		\$363.00
ADB Safegate - regulators for taxi lights	One-time		\$1,297.52
Expense Total:			\$25,017.78

Monthly Activity Report

Account Summary

Fund: 005 - AIRPORT FUND

	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	July 2026
Revenue												
005-430020 DELINQUENT PROPERTY TAX	0.00	13.94	0.82	0.00	0.00	56.29	0.00	44.46	0.00	0.00	36.91	0.00
005-430600 AIRPORT LEASE	0.00	0.00	0.00	0.00	0.00	160.00	1,939.60	750.00	360.00	0.00	0.00	0.00
005-430780 REFUND RECEIVED	0.00	16,275.56	0.00	0.00	0.00	0.00	0.00	361.83	0.00	0.00	0.00	0.00
005-430793 FAA	0.00	9,041.00	50,881.00	0.00	0.00	0.00	5,121.00	19,847.00	0.00	0.00	0.00	0.00
005-450010 KDOT FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	98,154.00	0.00	0.00	0.00	0.00	18,810.00
Revenue Total:	0.00	25,330.50	50,881.82	0.00	0.00	216.29	105,214.60	21,003.29	360.00	0.00	36.91	18,810.00
Expense												
005-000-520140 ENGINEERING	0.00	0.00	56,536.17	0.00	0.00	0.00	54,361.00	22,053.00	0.00	0.00	0.00	19,800.00
005-000-520141 AWOS	0.00	0.00	0.00	0.00	0.00	91.15	0.00	0.00	0.00	0.00	0.00	0.00
005-000-520190 EXAMINATIONS, LICENSES & PERMITS	0.00	0.00	0.00	22.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
005-000-520410 INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,026.00	0.00	0.00	2,402.00
005-000-520510 ELECTRIC SERVICE	472.97	459.46	408.12	405.08	1,210.91	0.00	722.84	672.53	541.00	431.87	430.33	481.58
005-000-520520 TELEPHONE / INTERNET	1,031.26	460.45	436.31	582.58	659.18	364.48	484.83	486.47	486.47	484.91	484.91	484.91
005-000-520600 VEHICLE EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	289.04	0.00	0.00
005-000-520610 BUILDING MAINTENANCE	93.32	116.02	72.16	48.88	244.42	0.00	1,478.00	42.34	484.82	42.98	43.09	188.77
005-000-520620 EQUIPMENT REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.97	0.00	0.00	0.00	363.00
005-000-520642 RUNWAY REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	1,400.00	0.00	1,140.00	0.00	0.00	1,297.52
005-000-520700 RENT/CONTRACTS/AGREEMENTS	0.00	0.00	0.00	292.56	0.00	269.40	0.00	0.00	0.00	0.00	0.00	0.00
005-000-520910 DUES/SUBSCRIPTIONS/PUBLICATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	590.42	0.00	0.00
005-000-530260 SPECIAL PROJECTS	0.00	54,650.00	10,043.38	0.00	0.00	0.00	0.00	0.00	0.00	2,250.00	0.00	0.00
Expense Total:	1,597.55	55,685.93	67,496.14	1,351.60	2,114.51	725.03	58,446.67	23,342.31	3,678.29	4,089.22	958.33	25,017.78
Fund 005 Surplus (Deficit):	-1,597.55	-30,355.43	-16,614.32	-1,351.60	-2,114.51	-508.74	46,767.93	-2,339.02	-3,318.29	-4,089.22	-921.42	-6,207.78
Total Surplus (Deficit):	-1,597.55	-30,355.43	-16,614.32	-1,351.60	-2,114.51	-508.74	46,767.93	-2,339.02	-3,318.29	-4,089.22	-921.42	-6,207.78

GROUND LEASE AGREEMENT (Tenant-Constructed Hangar)

This GROUND LEASE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2026 (“Effective Date”), between _____ (“Tenant”) and the City of Abilene, Kansas, a municipal corporation (the “City”).

RECITALS

A. The City owns and operates the Abilene Municipal Airport (the “Airport”) as a public-use general aviation airport.

B. The Airport is subject to certain federal obligations and grant assurances administered by the Federal Aviation Administration (“FAA”), including requirements that the Airport be operated for public aeronautical use and maintained in a financially self-sustaining manner.

C. The City owns certain real property located at the Airport and desires to lease a parcel of land to Tenant for the construction and operation of a privately owned aircraft hangar, and Tenant desires to lease the property and construct the hangar subject to the terms of this Agreement.

NOW, THEREFORE, in accordance with the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. Lease of Premises; Permitted Use.

1.1. Grant of Lease. The City hereby leases to Tenant, and Tenant hereby leases from the City, the parcel of land described on Exhibit “A” (the “Premises”) located at the Airport, for the purpose of constructing, owning, and operating a private aircraft hangar (the “Hangar”).

1.2. Permitted Aeronautical Use Only. Use of the Premises and the Hangar shall be limited to aeronautical purposes as defined by the FAA, including:

- (a) storage of Tenant’s aircraft;
- (b) minor preventive maintenance permitted under 14 C.F.R. Part 43;
- (c) storage of equipment and tools directly related to Tenant’s aircraft.

1.3. Non-Aeronautical Use Prohibited. Tenant shall not use the Premises or the Hangar for non-aeronautical purposes except as (i) incidental to the permitted aeronautical use and (ii) consistent with FAA requirements.

1.4. Leasehold Interest. Tenant acquires a leasehold interest in the Premises only and no fee ownership in the land or Airport. The Hangar constructed by Tenant shall remain

the property of Tenant during the Term, subject to the removal and reversion provisions of this Agreement.

2. Term.

2.1. Initial Term. The term of this Agreement shall begin on the Effective Date and shall continue for fifteen (15) years (the “Initial Term”).

2.2. Automatic Renewal. Tenant may renew this Agreement for up to two (2) additional five (5) year terms (each a “Renewal Term”) by providing written notice to the City at least six (6) months prior to the expiration of the then-current term. Each Renewal Term shall be subject to the rental rates set forth in the City of Abilene Comprehensive Fee Schedule in effect at the time of renewal.

3. Rent. Tenant shall pay annual rent to the City based on the square footage of the Premises, at the rate set forth in the City of Abilene Comprehensive Fee Schedule, as amended from time to time (“Rent”). Tenant acknowledges that the City may adjust its fee schedule periodically and that such adjustments apply to this Agreement. Rent is due in advance, payable on or before February 10 of each year. If February 10 falls on a weekend or City holiday, Rent is due on the next business day. Rent shall be paid to: City of Abilene, c/o Finance Director, 419 N. Broadway Street, Abilene, Kansas 67410. If the Agreement begins on a date other than February 1, the Rent for the first year shall be prorated on a per-day basis. Tenant acknowledges that the City does not provide invoices or reminders for Rent, and timely payment is the sole responsibility of the Tenant.

4. Construction of Improvements. Tenant shall apply for a building permit within six (6) months of the Effective Date and shall achieve substantial completion of the hangar improvements within twelve (12) months thereafter. All plans and specifications must be submitted to and approved in writing by the City prior to commencement of construction. Tenant shall obtain all required permits and approvals and shall not commence construction until all required permits have been issued. The Hangar shall be constructed in a good and workmanlike manner and in compliance with all applicable laws and Airport standards. Failure to commence or complete construction within the required timeframes shall constitute a default.

5. FAA Self-Sustaining Requirement. The parties acknowledge that FAA Grant Assurances require the City to maintain a fee and rental structure that makes the Airport as self-sustaining as possible. If the City determines, in good faith, that adjustments to airport rental rates are necessary to comply with federal requirements or adopted policy, such adjustments shall be implemented through amendments to the City’s Comprehensive Fee Schedule and shall apply to this Agreement on the effective date of such amendments.

6. Late Fees. If Rent is not received by the City within 10 days after the due date, a late fee of 10% of the amount due shall be added. If Rent remains unpaid more than 30 days after the due date, an additional administrative charge of \$5.00 per day shall accrue until all outstanding Rent and fees are paid or until the City terminates this Agreement. The City may refer unpaid Rent, fees, and charges to the Kansas Setoff Program (K.S.A. 75-6201 *et seq.*) for collection

following termination of the Agreement. Failure to timely pay Rent or associated charges constitutes a default under this Agreement.

7. **Floodplain.** Tenant acknowledges that the Airport, including the property on which the Hangar is constructed, is located within a designated floodplain and that the Hangar and Premises are subject to applicable floodplain regulations of the City. The cost of complying with floodplain regulations shall be the sole cost of the Tenant.

8. **Utilities.** Tenant shall be responsible, at Tenant's sole cost, for all utilities serving the Hangar. All utility connections, service extensions, and infrastructure necessary to serve the Hangar shall be installed and maintained at Tenant's sole cost unless otherwise agreed in writing by the City. Once installed, Tenant shall not modify, add to, or reconfigure electrical wiring, panels, outlets, or lighting fixtures without the prior written consent of the City Manager.

9. **Obligations of City.** The City's obligations under this Agreement are limited to providing reasonable access to the Premises, taxiways, and runways in accordance with Airport policies. The City shall have no obligation to construct, repair, maintain, insure, or replace the Hangar or any other improvements constructed by Tenant.

10. **Covenants of Tenant.** Tenant agrees to the following:

- (a) Use the Hangar solely for the storage of airworthy aircraft owned or leased by Tenant, and for equipment directly related to such aircraft.
- (b) Keep the Hangar interior and adjacent areas clean, orderly, and free of trash, debris, and obstructions.
- (c) Comply with all applicable federal, state, and local laws, FAA regulations, Airport rules and regulations, and policies adopted by the City regarding the operation and management of the Airport.
- (d) Store no gasoline, aviation fuel, oil, explosives, flammables, firearms, or ammunition in the Hangar, except fuel in the aircraft tanks.
- (e) Do not use the Hangar for commercial activity, including aircraft rental, charter, flight instruction, repair services, or storage for others, without prior written City approval.
- (f) Keep the Hangar doors closed except as reasonably necessary for aircraft movement and ensure that aircraft or vehicles do not obstruct adjacent hangars or taxiways.
- (g) Do not park aircraft on taxiways or apron areas in a manner that interferes with Airport operations or snow removal.
- (h) Do not use high-voltage equipment (greater than 20 amps), welders, air compressors, or similar machinery without written City approval.

- (i) Do not hold social gatherings, events, or non-aeronautical activities in the Hangar.
- (j) Be solely responsible for the repair, maintenance, and replacement of the Hangar and all improvements constructed on the Premises, including structural components, foundations, doors, and systems.
- (k) Do not commit waste on the Premises and shall not permit any lien, encumbrance, or claim to attach to the Premises as a result of Tenant's activities.
- (l) Be responsible for clearing snow within five (5) feet of the Hangar door.
- (m) Immediately report any fuel spills or environmental issues to the City and comply with all FAA, EPA, and Fire Department requirements.

11. Exterior Alterations and Signage. Tenant shall not alter the exterior dimensions, height, footprint, or structural components of the Hangar, or affix exterior signage, without the prior written approval of the City Manager. Any approved signage must comply with applicable City ordinances and Airport rules.

12. Termination.

12.1. Tenant Termination. Tenant may terminate this Agreement at any time by providing the City sixty (60) days' written notice. Tenant is not entitled to a refund of any portion of prepaid Rent. If Tenant elects to terminate this Agreement, Tenant shall comply with the removal obligations set forth in Section 12.4 prior to vacating the Premises.

12.2. City Termination for Tenant Default. The City may terminate this Agreement if Tenant fails to comply with any obligation under this Agreement, and Tenant does not cure the violation within thirty (30) days after receiving written notice from the City. For violations involving safety hazards, unlawful activity, environmental concerns, fire risk, or interference with Airport operations, the City may impose a shorter cure period or require immediate corrective action. Upon termination for default, Tenant shall have ninety (90) days to remove the Hangar in accordance with Section 12.4.

12.3. City Termination for Public-Interest Reasons. The City may terminate this Agreement upon sixty (60) days' written notice if the City determines, in good faith, that termination is required for: (a) Airport operational needs; (b) construction or capital improvements; (c) federal compliance, including FAA Grant Assurances; (d) safety, emergency access, or security requirements; or (e) any other legitimate public-interest purpose. In the event of termination under this subsection, the City shall refund to Tenant any prepaid Rent attributable to the period following the effective date of termination, prorated on a per-day basis. Tenant shall not be entitled to any other compensation, damages, relocation costs, or reimbursement of expenses. Tenant shall have ninety (90) days following the effective date of termination to remove the Hangar in accordance with Section 12.4.

12.4. Expiration; Removal or Reversion. Upon expiration or earlier termination of this Agreement, Tenant shall have ninety (90) days to remove the Hangar and all associated improvements, including foundations and slabs, cap utilities, and restore the Premises to grade. Tenant shall leave the Premises free of debris, hazardous materials, and environmental contamination attributable to Tenant's use. If Tenant fails to remove the Hangar within ninety (90) days, title to the Hangar shall automatically vest in the City without compensation to Tenant, and the City may thereafter remove any remaining improvements at Tenant's expense.

12.5. Holdover. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Agreement without the City's written consent, such occupancy shall constitute a month-to-month tenancy only, subject to all terms and conditions of this Agreement except term. During any holdover period, Rent shall be due at one hundred fifty percent (150%) of the then-current annual rate, prorated on a monthly basis. The City may terminate a holdover tenancy at any time upon written notice. No holdover shall operate to renew or extend the term of this Agreement, nor shall it create any vested or continuing property interest in favor of Tenant.

13. Inspection of Premises and Hangar. The City, its employees, agents, and contractors may enter the Premises and Hangar at reasonable times for the purposes of inspection, maintenance, safety checks, compliance verification, or any other lawful governmental purpose. Except in emergency situations or where immediate access is required for safety, the City will make reasonable efforts to minimize disruption to Tenant's activities. Tenant shall not obstruct or interfere with such access.

14. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand, deposited in the United States mail (postage prepaid), or placed with a nationally recognized overnight courier, addressed as follows:

To Tenant:

To City:

City of Abilene, Kansas
Attn: City Manager
419 N. Broadway
Abilene, KS 67410

If any notice to Tenant is returned as undeliverable, the City may also provide notice by posting it on the Hangar door. Tenant shall notify the City of any change in mailing address within thirty (30) days.

15. Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorney's fees) arising out of: (i) Tenant's use or occupancy of the Premises, Hangar or Airport; (ii) any breach of this Agreement by Tenant; or (iii) any act, omission, negligence, or misconduct of Tenant or Tenant's guests, invitees, agents, contractors, or employees. Tenant's indemnification

obligations are not limited by the amount or type of insurance maintained by Tenant, nor by any limitations under workers' compensation, disability, or employee benefit laws.

16. Assignment of Lease. Tenant shall not assign this Agreement, sublease the Hangar, license the Hangar to another party, or otherwise permit any third party to occupy or use the Hangar without the City's prior written consent. Any attempted assignment or sublease without such consent is void and constitutes a default under this Agreement.

17. Insurance Requirements. Tenant shall, at Tenant's sole cost, obtain and maintain during the term of this Agreement:

- (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) aircraft liability insurance covering Tenant's aircraft while stored or operated at the Airport, in commercially reasonable limits appropriate to the aircraft type; and
- (c) property insurance on all improvements constructed on the Premises in an amount not less than full replacement cost.

Insurance proceeds shall be applied toward repair or reconstruction of the Hangar in the event of casualty, unless the City approves otherwise in writing. The City shall be named as an additional insured on Tenant's commercial general liability policy. Tenant shall provide a certificate of insurance to the City upon execution of this Agreement and upon each policy renewal. Failure to maintain required insurance constitutes a material default under this Agreement. The City has no obligation to insure Tenant's aircraft, personal property, or equipment and shall not be responsible for any loss or damage thereto.

18. Casualty; Damage to Hangar. If the improvements constructed by Tenant are damaged or destroyed, Tenant shall, at its sole cost, repair or reconstruct the improvements within twelve (12) months unless the City approves otherwise in writing. Failure to rebuild within such time shall constitute a default. Rent shall not abate due to casualty of the improvements.

19. No Waiver. Failure of the City to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy, nor shall any single or partial exercise of a right or remedy preclude further exercise of the same or any other right or remedy.

20. Attorney Fees. If the City is required to enforce any provision of this Agreement, collect unpaid Rent or charges, or defend against any claim arising from Tenant's breach of this Agreement, Tenant shall reimburse the City for all reasonable attorney's fees, court costs, and collection expenses incurred by the City.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Venue for any action concerning this Agreement shall lie exclusively in the courts of Dickinson County, Kansas.

22. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to be enforceable.

23. **Due Authorization.** Each person signing this Agreement represents that they are authorized to bind the party on whose behalf they sign.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning Tenant's lease of the Premises, or construction, use and occupancy of the Hangar. All prior agreements, representations, or understandings, whether written or oral, are merged into and superseded by this Agreement. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF ABILENE, KANSAS

TENANT

By: _____

ATTEST:

Shayla L. Mohr, CMC, City Clerk

EXHIBIT “A”

Abilene Kansas Municipal Airport

Rules and Regulations

Draft One

GENERAL RULES AND REGULATIONS.

1. Abandoned, Derelict or Lost Property. Property including, without limitation, Aircraft, vehicles, equipment, machinery, baggage, or personal property shall not be abandoned on the Airport. Abandoned, derelict, or lost property found in public areas at the Airport shall be reported to the Airport Manager. Property unclaimed by its proper owner or items for which ownership cannot be established will be handled in accordance with applicable law. Nothing in this section shall be construed to deny the right of operators and other lessees to maintain "lost and found" service for property of their customers and/or employees.

2. Accidents or Incidents. In addition to other appropriate notifications and actions, accidents resulting in damage to property, injury requiring medical treatment, or interference with normal Airport operations shall be promptly reported to the Airport Manager, in addition to other appropriate notifications.

3. Airport Liability. The Airport and the City of Abilene, Kansas, and their agents or employees shall not be liable for loss, damage or injury to persons or property arising out of any accident, incident or mishap of any nature whatsoever and/or from any cause whatsoever and/or from any cause whatsoever to any individual, aircraft, or property occurring on the Airport, or in the use of any of the Airport facilities.

4. Airport Operations. The Airport Manager, or his/her designee, may delay,

restrict, or prohibit, in whole or in part, any operations at the Airport for any justifiable reason.

5. Animals. Domestic pets and animals, except certified service animals or those traveling with an aircraft owner, operator and/or passenger, law enforcement dogs, are not permitted on the AOA or Airside of the Airport or in the Airport passenger terminal building, unless being transferred or shipped, and then only if controlled and restrained by a leash, harness, restraining strap, portable kennel, or other appropriate shipping container. Leashes, harnesses and straps shall not exceed six (6) feet. It shall be the responsibility of the owner or handler to always exercise control over the animal. Owners or handlers are responsible for the immediate removal and disposal of animal waste. No person, except those authorized in writing by the Airport Manager shall intentionally hunt, pursue, trap, catch, injure, or kill any bird or animal on the Airport. Feeding or otherwise encouraging the congregation of birds or animals on the Airport is prohibited.

6. Buildings and Remodeling. It shall be unlawful for any person, other than the Airport, to construct, reconstruct or remodel any building or other improvement on the Airport without first obtaining written permission from the City and applicable permits from the City of Abilene. Any changes, alterations, or repairs made without proper approval, and any damage resulting therefrom shall be paid for by the person responsible and in accordance with the direction of the City.

7. Commercial Activities. Commercial activity of any kind on the Airport requires the express written permission of the City through a specifically authorized lease, sublease, license, permit or written temporary permission, and upon such terms and conditions as they may prescribe, and

the payment of any required fees. Unless otherwise provided in such document, any permission may not be assigned or transferred and shall be limited solely to the approved activity.

8. Compliance with Regulatory Measures. All persons occupying or using, engaging in an aeronautical activity on, or developing Airport land or improvements shall comply, at the person's or entity's sole expense, with all applicable regulatory measures including, without limitation, the Abilene Municipal Airport Commercial Minimum Standards, these Rules, and those of the federal, state, and local government and any other agency having jurisdiction over the Airport.

9. Damage to Airport Property. All Airport property, real or personal, and/or facilities destroyed, broken, or damaged by accident or otherwise shall be paid for by the person responsible for the damage. Aircraft equipped with tail or landing skids or other devices, which will damage pavement or sod areas shall not be operated on the Airport without written permission from the City.

10. Fire/Open Flames and Burn Permits. Open flames of any kind are prohibited except (a) as provided in a burn permit; or (b) for open flames utilized by operators/lessees in the performance of approved aircraft maintenance. Burn permits may be issued in the discretion of the Abilene or Dickinson County Fire Medical Department and only in compliance with applicable building and/or fire codes. Smoking and the use of any open flame device is prohibited on any apron, or within fifty (50) feet of any aircraft, fuel truck, fueling facility, or other flammable storage facility. Any fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to 911. No welding/cutting activities shall be conducted on the Airport without an approved fire

extinguisher and a person trained in its proper usage present for the duration of any welding/cutting activities in compliance with all FAA aircraft maintenance standards.

11. General Conduct. No person shall use or otherwise conduct themselves upon any portion of the Airport in any manner contrary to any posted or otherwise visually indicated directions applicable to that area.

11.1. Overnight camping or lodging on the Airport is prohibited. Use of any facility on, or area of, the Airport for sleeping or other purposes in lieu of a hotel, motel, residence or other public accommodation is prohibited.

11.2. No person shall use, keep, or permit to be used or stored any foul or noxious gas or substance at the Airport, or permit the Airport to be occupied or used in a manner offensive or objectionable to other users for any reason.

12. Hazardous Materials.

12.1. Approved hazardous material must be stored in suitable containers that are properly secured. Material Safety Data Sheets (MSDS) for all hazardous materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by fire officials.

12.2. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous material shall be released in storm water conveyances, drains, catch basins, ditches, the AOA or elsewhere on the Airport. Tenants and operators who generate and dispose of "Special Waste" shall comply with the requirements of 40 CFR Sections 266 & 273.

12.3. Special waste includes widely generated wastes such as batteries,

agricultural pesticides, mercury containing devices, hazardous mercury-containing lamps, and used oil. Used engine oil shall be disposed of only at approved waste oil stations or disposal points.

12.4. Secondary containment is required for the storage of gasoline, oils, solvents, or other hazardous waste in drums or receptacles. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons shall not be stored at the Airport without the prior written permission of the Airport Manager. Any fuels must be stored in accordance with any applicable codes, regulations, and requirements for the storage of volatile fuels.

12.5. No hazardous substance or pollutant shall be disposed of on the Airport or into the air at the Airport during aircraft preflight inspection.

13. Violations of Environmental Laws. No person shall cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about any premises, or transported to and from the Airport, by itself, its agents, employees, contractors, invitees, sublessees or any third party in violation of any environmental law, provided that, in no circumstances shall any person or entity cause or permit any extremely hazardous substance or toxic chemical to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Airport, or transported to and from any premises. All persons or entities shall promptly notify the Airport of any action or condition that is contrary to any prohibition in the previous sentence.

14. Hazardous Material Spills. Any person who experiences overflowing or spilling of oil, grease, fuel, alcohol, glycol or any other hazardous material anywhere on the Airport shall immediately call 911 and then call the Airport Manager. Persons involved in hazardous material incidents shall take action to prevent/minimize danger to personnel, property and the environment while awaiting arrival of the appropriate response team. At the discretion of the response team, the entity responsible for the spill may be required to clean and properly dispose of the material/substance which shall be performed in compliance with all applicable federal, state, and local regulations and guidelines. In addition, the entity may be required to provide the response team with required documentation of proper disposal. Any costs incurred by the Airport or the response team in such instances shall be reimbursable to the Airport and/or the response team by the person responsible for the spill. Anything in excess of State of Kansas or Federal reporting requirements must be reported.

15. Licenses, Permits, Certifications and Ratings. Operators shall obtain and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of operator's activities at the Airport as required by the Airport Manager or any other duly authorized agency prior to engaging in any activity at the Airport. Upon request, operators shall provide copies of such licenses, permits, certifications, or ratings to the Airport within 5 business days. Operators shall keep in effect and post in a prominent place all necessary or required licenses, permits, certifications, or ratings. The Airport Manager will keep files on all tenants.

16. Painting. Doping processes, painting, or paint stripping shall be performed only in those facilities approved for such activities by the Airport

Manager and in compliance with air quality regulations, the Fire Code, and the Airport's Storm Water Pollution Prevention Plan (SWPPP), and 14 CFR Part 43.

17. Preservation of Property. No person shall destroy or cause to be destroyed, injure damage, deface, or disturb, in any way, property of any nature located on the Airport. Any person causing or responsible for such injury, destruction, damage or disturbance to Airport-owned property shall report such damage to the Airport Manager and shall reimburse the Airport the full amount of repair and replacement of property. No Person shall take or use any aircraft, aircraft parts, instruments, tools owned, controlled, or operated by any person while on the Airport or within its hangars, except with the consent of the owner or operator thereof. No person shall prevent the lawful use and enjoyment of the Airport by others. Any activity which results in littering, environmental pollution or vandalism on the Airport is not permitted and violators are subject to arrest.

18. Signage/Advertisements. Written advertisements, signs, notices, circulars, and/or handbills may be posted or distributed only with the prior written permission of the Airport Manager. The Airport has the right to remove any such sign, placard, picture, advertisement, name or notice in any such manner as the Airport may designate. No signage may be installed on the Airport without the prior written approval of the Airport Manager.

19. Solicitation, Picketing, and/or Demonstrations. Airport users shall comply with any Airport policy regarding solicitation, demonstration, or the distribution of literature on the Airport.

20. Sound Amplifying Devices. Sound amplifying devices such as megaphones, public address systems, or any other device designed to amplify and broadcast the human voice over a distance, are prohibited on

the Airport unless written approval from the Airport Manager is given prior to their installation and use.

21. Special Events. Special events on the Airport require written coordination, regulation and authorization of the Airport Manager prior to the public disclosure or advertisement of the event. Certain events may require an executed lease, operating agreement or permit from the Airport Manager.

22. Trash and Other Waste Containers. No person shall dispose of garbage, paper, refuse or other materials on the Airport except in receptacles provided for that purpose. The Airport Manager shall designate areas to be used for garbage receptacles, and no other areas shall be utilized.

Tenants, operators and other users of the Airport shall not move or otherwise relocate Airport-placed trash and waste containers. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind shall not be placed, discharged, or deposited on the Airport, except in the receptacles provided specifically for that purpose. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, or litter of any kind on the Airport is prohibited. Trash and other waste containers at the Airport shall only be used for trash generated on Airport property. Trash and other waste container areas shall be kept clean and sanitary at all times. Tenants and operators shall ensure that their trash and waste containers are emptied with sufficient frequency to prevent overflowing, shall be cleaned with sufficient frequency to prevent the development of offensive odors, and are equipped with securely fastened lids which shall be closed and fastened at all times other than while the receptacles are being loaded or unloaded. All refuse and recycling service is under the City of Abilene Public Works Department. No outside haulers are permitted by City Ordinance.

23. Use of Roadways and Walkways. No person shall travel on the Airport other than on the roadways, walkways, or other areas provided for the particular class of traffic or occupy roadways or walkways in such a manner as to hinder or obstruct their proper use. No person shall operate any type of vehicle on the roads or walks except as designated by the Airport Manager.

24. Wildlife Hazard Reduction. The Airport Manager, and his/her designee, are authorized to use FAA approved wildlife hazard reduction techniques including, but not limited to, discharge of firearms on Airport property. Use of lethal reduction techniques will comply with FAA guidelines, Kansas Department of Wildlife and Parks and Federal permit and tag requirements and will be accomplished by personnel who are trained in the use of firearms and who have an excellent knowledge of wildlife identification. The proper gun and ammunition will be used for the situation. The location in which wildlife reduction techniques will be used should be examined for safety purposes. Firearms should be discharged in a safe manner away from people and property to avoid injury.

SECURITY AND SAFETY. Scheduled air carrier and public charter air carrier aircraft operators using the Airport are subject to the Airport Security Program (ASP), as may be amended from time to time. Persons in violation of TSA, FAA and/or Airport security rules, including those set forth herein and elsewhere, may be denied access to the Airport, may have access or driving privileges revoked, and/or may be fined or otherwise penalized in accordance with applicable regulatory measures. Operators who are required to provide controlled access to their facilities and/or aircraft for security reasons are responsible for ensuring that all personnel are trained on the appropriate procedures for authorizing non-employees and passengers access to their respective facilities and/or aircraft.

1. Restricted or Secure Areas. Restricted or secure areas on the Airport are those areas that are identified in the ASP as areas where no person is allowed access unless issued Airport identification that is recognized in the ASP.

1.1. No person shall enter any restricted or secure area except those persons directly engaging in work or an aviation activity that must be accomplished therein; and

1.2. Having prior authorization of the Airport Manager and or designee or under appropriate supervision or escort; or

1.3. Employed by or representing the FAA, TSA, DHS, or recognized in the ASP as being authorized to access to certain secured areas of the Airport.

1.4. No person shall cause any object to be located within eight (8) feet of the Airport perimeter fence, which may assist an unauthorized individual in accessing a secure area.

1.5. Any gate or fence condition that would allow unauthorized access to restricted or secure areas of the Airport must be reported immediately to the Airport Manager. Any attempts by any persons to gain unauthorized access to any such area, and any conditions that would adversely affect the safety or security of aircraft operations shall be reported immediately to the Airport Manager.

1.6. Any person who violates security related regulatory measures may be denied future entry into a restricted or secure area.

1.7. All persons shall wear and visibly display their approved Airport identification recognized in the ASP on their outermost garment, waist or higher, while inside a secure area.

1.8. Airport identification holders must notify the Airport Manager of any entry or attempted entry to a secure area by any unauthorized person, or by any unauthorized means.

1.9. Any person with proper Airport identification as required by the ASP may bring a person without proper Airport identification into a secure area if the person has a valid reason for

being inside the secure area and if the person is provided continuous escort by a person with proper Airport identification. A continuous escort requires that the escorted person remains in close proximity to the Airport identification holder at all times while inside the secure area. The Airport identification holder shall bear full responsibility for the actions of the person being escorted.

2. Sterile Area. Any persons desiring to enter a sterile area are subject to security screening.

3. Security Access.

3.1. Security gates (pedestrian or vehicular) that provide access to the AOA shall be kept closed and locked at all times, except when actually in use. All access gates to the AOA through a tenant's leased premises are Operator's/lessee's responsibility and shall be monitored and secured in a manner that will prevent unauthorized access.

3.2. Vehicle operators shall stop their vehicle and allow the gate to fully close before proceeding, and shall also ensure that no other vehicles or persons gain access to the Airport while the gate is in the process of closing or not fully closed. If the vehicle operator cannot prevent such access, the vehicle operator shall immediately notify the Airport Manager.

3.3. Tampering with, interfering with, or disabling the lock, or closing mechanism or breaching any other securing device at the Airport is prohibited.

3.4. Persons who have been provided either a code or a device for the purpose of obtaining access to the AOA shall not divulge, duplicate, release, lend or otherwise distribute the same to any other person.

3.5. Persons with authorized access to the AOA may escort an unauthorized vehicle directly to and from the immediate area around the aircraft hangar for the purpose of loading and unloading. The person with authorized access is responsible for insuring compliance with the Rules and Regulations.

AIRCRAFT RULES AND REGULATIONS.

1. Accidents or Incidents.

1.1. Aircraft operators involved in an incident or accident on the Airport resulting in injury or death to person or damage to property shall complete any necessary reports and forms and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. The Airport Manager should be immediately notified of any accidents or incidents. The aircraft operator is responsible for all damages to property, including, but not limited to, damage to a runway, taxiway, taxi lane, apron, signage, navigational aid, light or fixture.

1.2. An aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Airport Manager and or designee that is in coordination with FAA. Once authorization to remove the Aircraft has been issued, the aircraft operator shall be responsible for the safe and prompt removal of disabled aircraft and parts within a movement area to a non-movement area.

1.3. Subject to the requirements of .1.2 above, disabled aircraft shall be removed in coordination with the Airport Manager or designee.

2. Aircraft Assembly. Aircraft assembly constitutes maintenance and is permitted only in areas designated for that use, or in hangars approved for that activity by the Airport Manager.

3. Aircraft Cleaning. Aircraft cleaning shall be carried out only in areas designated for such use and in compliance with the Airport's Storm Water Pollution Prevention Plan (SWPPP), a copy of which is on file with the Airport Manager and is available for inspection upon request. All drainage must flow to an oil/water separator, or a collection system approved pursuant to the Airport's SWPPP.

3.1. All aircraft cleaning shall be done with biodegradable soap, and without the use of solvents or degreasers.

3.2. Cleaning practices using flammable or combustible materials are prohibited within any building or within fifty (50) feet of any building, aircraft, vehicle, fuel storage facility or fueling operation.

4. Aircraft Maintenance and Repair. Aircraft maintenance and repair is permitted only in areas designated by the Airport Manager.

1. With exception of preventative maintenance (as defined in 14 CFR Part 43), maintenance and repair of general aviation aircraft shall be confined to designated areas within an FBO's or SASOs' leased premises.

4.2. Preventive maintenance may be performed on aircraft located on tie downs and in individual hangars, only by the owners of such aircraft.

4.3. Minor maintenance of air carrier aircraft (as defined by 14 CFR Part 43) may be performed in an area designated by the Airport Manager.

4.4. Aircraft painting shall be performed only in hangars approved for that activity by the Airport Manager.

5. Aircraft Operations.

1. Operating an aircraft in a careless, negligent, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers, or is likely to endanger persons or property of any entity, is prohibited.

2. Aircraft operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by the Airport Manager.

3. Operating an aircraft constructed, modified, equipped, or loaded as to endanger, or be likely to endanger persons or the property of any person, is prohibited.

4. Special Flight Operations: Flight operations that require coordination of ground activities on or near the runways must be coordinated in advance with any services required, such as any FBO being used, any standby emergency vehicles etc. and with the airport manager.

5. The starting, positioning, or taxiing of any aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine thrust or rotor wash that may endanger or result in injury to persons or damage to property.

6. Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50 KW or greater output), is within three-hundred (300) feet or, if low intensity (less than 50 KW output), is within one-hundred (100) feet of another aircraft, an aircraft refueling operation, an aircraft refueling vehicle, or a fuel storage facility. No person shall operate radar equipment installed in an aircraft when such aircraft is in a hangar or parked in such a position and location so as to endanger personnel.

7. Aircraft engines shall not be started within, and aircraft shall not be taxied into, out of, or within, any structure on the Airport except for structures designed for engine run-ups, such as a hush house or a test stand.

8. Aircraft shall only be taxied or towed on hard-surfaced runways, taxiways, taxi lanes, and aprons. Exceptions can be granted by the Airport Manager for events.

9. Aircraft operators shall not taxi an aircraft at the Airport at a speed greater than is reasonable and prudent under the conditions with regard for actual and potential hazards and other aircraft so as not to endanger persons or property. Taxiing aircraft shall yield the right-of-way to any emergency vehicle.

10. The runway aircraft weight limitations for the Airport (FAA Gross Weight evaluation) set forth in the FAA Facility Directory shall not be exceeded without the prior approval of the Airport Manager. Aircraft operators shall not land, take off, taxi, or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft operator's responsibility to bear the expense of repair for any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.

6. Aircraft Parking and Storage.

1. No FBO or SASO authorized to provide aircraft storage to the public shall require procurement of fuel or other supplies or services from a specific source as a condition of aircraft storage.

2. Aircraft shall be parked only in those areas designated for such purpose and shall not be positioned in such a manner so as to block a runway, taxiway, taxi lane or fire hydrant, or obstruct access to hangars, parked aircraft, or parked vehicles.

3. Aircraft operators shall ensure parked and stored aircraft are properly secured as set forth in FAA AC 20-35C. Parked or stored helicopters shall have braking devices or rotor mooring blocks applied to the rotor blades. Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring at all times.

4. All air carrier aircraft loading and unloading at the passenger terminal must be parked on the apron, except by special permission granted by the Airport Manager.

5. Upon request of the Airport Manager, the operator of any aircraft parked or stored at the Airport shall move the aircraft to the location and/or position on the Airport identified by the Airport Manager. In the event the aircraft operator refuses, is unable or unavailable, the Airport Manager may move the aircraft to the area at the risk and expense of the aircraft operator without liability for damage that may arise from or out of such movement.

7. Tie-Down Rules and Regulations.

1. The Airport reserves the right to modify the conditions of aircraft tiedown procedures at any time.
2. The Airport may charge for airplane tie-down according to the Airport's rates and charges schedule.
3. The City will not be responsible for property loss, or damage, due to any condition, or injuries sustained by reason of customers use of tiedowns and Airport facilities.
4. The FBO or owner operator will provide tie-down ropes, chains, cables, rings, blocks, and space; however, it shall be the responsibility of the customer to insure that the aircraft is properly secured and all unattended aircraft shall be properly secured and tied down to prevent damage to property.
8. Airworthiness. No aircraft shall remain on the Airport in excess of 90 days unless such aircraft is registered by FAA, certificated and in airworthy condition without approval of the Airport Manager.
9. Engine Run-Ups. Aircraft shall not commence run-ups so that the engine blast is directed at persons, other aircraft, hangars, shops or other vehicles. Extended run-ups shall only be performed in designated areas so as to minimize impact to persons, other aircraft, and businesses.
10. Preferred Calm Wind Runway. Operators of aircraft based at the Airport shall become familiar with and, consistent with safe operating procedures for the aircraft, copies of which are available at the Airport Manager's administrative offices. The preferred calm wind runway is (DO WE HAVE A PREFERRED CALM WIND RUNWAY?)
11. Landing and Take-Off Operations for Fixed Wing Aircraft. Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways.
12. Passengers and Cargo. Passengers and cargo shall be enplaned/deplaned only in areas designated for such activities.
13. Helicopter Operations.
 - 13.1. All helicopters at the Airport shall take off, land or taxi only from established and recognized parking pads, designated ramps or airport taxiways and runways. Helicopters shall park only in the areas designated for such operations.
 - 13.2. Helicopters shall not be operated within two hundred (200) feet of any area where light aircraft are parked or operating, and are prohibited from landing, taking off, or air taxiing between structures less than one-hundred and twenty (120) feet apart, unless such area is specifically established for helicopter operations.

13.3. Helicopters shall not be taxied, towed, or otherwise moved with rotors turning unless there is a clear area of at least forty (40) feet in all directions from the outer tips of the rotors.

13.4. Trailers or dollies shall be utilized to tow helicopters to parking pads for flights. Helicopter tow vehicles and trailers shall not be left at Airport public-use parking pads, and shall be stored at a location designated by the Airport Manager.

14. Specialized Aeronautical Activities.

14.1. Ultralight aircraft operations are prohibited at the Airport without prior written approval from the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that ultralight aircraft operations may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

14.2. Hot air balloon operations, parachute drops, banner or glider towing, use of motorless aircraft, and the aeronautical transport of radioactive or hazardous materials are prohibited on the Airport without the prior written approval from the Airport Manager. Approval may be granted by the Airport Manager if the person proposing such activity demonstrates to the Airport Manager that such activities may be conducted on the Airport in a safe manner without interference with other aeronautical activities.

14.3. Private, non-commercial UAS operations are prohibited at the Airport.

14.4. Uncrewed Aircraft Systems (UAS) Operations 27 7.14.4.1. Recreational UAS operations are prohibited on Airport property and within the boundaries of the Airport.

14.4.2. Commercial UAS operations are permitted only in compliance with all applicable FAA regulations, including 14 CFR Part 107 and any successor rules or amendments issued by the FAA. Operators must obtain FAA airspace authorization for operations within the Abilene Municipal Airport airspace (via LAANC or FAA Drone Zone) and are responsible for ensuring their activities do not interfere with crewed aircraft operations, Airport activities, or the safety and security of persons or property.

14.4.3. The Airport Manager retains the authority to restrict or suspend UAS operations that create a hazard, interfere with Airport operations, or are inconsistent with FAA regulations.

MOTOR VEHICLE RULES AND REGULATIONS.

1. Air Operations Area (AOA).

1.1. As determined by the Airport Manager all vehicles operating on the AOA must carry an City issued gate card and/or AOA vehicle permit; shall always yield the right of way to Aircraft, emergency vehicles or equipment, and pedestrians; and shall not be operated in such a manner or within such proximity of an aircraft as to create a hazard or interfere with the safe operation of aircraft.

1.2. Prior to operating vehicles on the AOA, all vehicle operators shall complete the Airport Ground Vehicles/Runway Incursion Prevention Driving Program.

1.3. The Airport Manager may restrict vehicles to certain portions or segments of the AOA. Such restrictions shall prohibit vehicle operations outside designated areas.

1.4. The recreational use of all-terrain vehicles, three-wheelers, scooters, motorcycles, mini-bikes, go-carts, roller skates/blades, skate boarding, Heelys, or other wheeled shoes, and the recreational use of bicycles is not permitted.

1.5. Unless otherwise posted, vehicles, except emergency vehicles responding to an emergency, shall not be operated on the AOA at speeds in excess of fifteen (15) miles per hour.

1.6. Tugs and baggage carts shall be returned to designated storage areas immediately following unloading.

2. Movement Area.

2.1. No vehicles except Airport vehicles, FAA vehicles, or emergency vehicles are permitted within the movement area without the prior written approval of the Airport Manager.

2.2. Ground vehicle operations conducting maintenance, mowing, or other such operations on or near the runways must be equipped with a radio capable of communication on the LWC CTAF. Continuous listening watch must be maintained at all times when in this area. If these vehicles are not so equipped they must be escorted by persons or vehicles so equipped. Such operations must be listed on the LWC NOTAMS when in effect.

2.3. FBO's granted a non-exclusive use license and permitted by written lease agreement to park and service aircraft within a general aviation Apron area, as that area is defined by the written lease agreement, are prohibited from traveling outside the general aviation apron area with follow-me vehicles. Operation of follow-me vehicles beyond a general

aviation apron area, as defined by the lease agreement, will result in a suspension of the non-exclusive license for a minimum of seven (7) days.

8.3. Operator Licensing and Permit. Vehicle operators must have a valid state vehicle operator's license of the class needed for the vehicle being operated and evidence of insurance (as required by State law and the Airport) to operate a vehicle on the Airport. Evidence of valid title or current rental/lease agreement for the vehicle shall be kept in the vehicle and available for inspection.

4. Parking and Standing. 8.4.1. Vehicles shall be parked only in those areas designated for such purpose. Vehicles shall not be parked or stopped:

4.1.1. In such a manner so as to obstruct a parking lot lane, driveway, roadway, walkway, crosswalk, fire lane, runway, taxiway, taxilane, or obstruct access to hangars, parked aircraft, or parked vehicles;

4.1.2. In any space marked for parking in such a manner that the vehicle occupies more than one marked space;

4.1.3. Within a bus stop, taxicab, or commercial vehicle zone (except for vehicles authorized by the Airport to use such areas);

4.1.4. On the side of a roadway;

4.1.5. On the roadway side of any stopped or parked vehicle (double parking);

4.1.6. Within fifteen (15) feet of a fire hydrant or within a fire lane or restricting the access to or from the fire lane;

4.1.7. Within eight (8) feet of either side of a security fence;

4.1.8. Other than in accordance with restrictions posted on authorized signs;

4.1.9. Tank trucks containing aviation fuel shall not be parked less than 50-feet from all buildings. Trucks containing aviation fuel are not permitted in any hangar at any time.

4.2. Service vehicles (including utility company, government owned, delivery, etc.) shall park in specially reserved and marked areas or areas designated for such purpose.

4.3. Automobiles, motorcycles, boats, jet skis, snowmobiles, dune buggies, race cars, recreational vehicles, trailers and other vehicles may not be parked or stored on Airport property for longer than 72 hours, unless (a) parked in the passenger terminal parking lot, with payment, if applicable, had been made in advance, or (b) written permission of the Airport Manager has been first obtained. Trailers and semi-trailers shall be disengaged from towing vehicle.

4.4. T-hangar tenants are expected to park their vehicle in the hangar while flying out or in approved parking for airport users.

5. Vehicle Licensing and Equipment.

5.1. Except for vehicles that are exclusively used on the AOA, all vehicles shall meet proper state licensing and registration requirements.

5.2. Vehicles shall not be operated on the Airport unless the vehicle is in sound mechanical order; has adequate lights, horn, and brakes; and permits clear visibility from the driver's position.

5.3. Vehicles operating or parking inside the security fence shall be registered with the Airport and carry the badge (also a gate card) issued by the Airport Manager. Applications for badges shall provide the name of the owner of the vehicle, a description of the vehicle, and evidence of insurance in the amounts established by the Airport Manager.

6. Vehicle Maintenance. Except for minor repairs that are necessary to remove such vehicle(s) from the Airport, and except as expressly provided otherwise in an agreement with the Airport Manager, private vehicles shall not be cleaned or maintained anywhere on the Airport. Vehicles operated by commercial operators/lessees shall be cleaned or maintained only in areas designated by the Airport Manager.

7. Vehicle Operations. The following shall apply to all vehicle operations on the Airport:

7.1. No vehicle shall be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights and safety of others; without due caution and care; or at a speed or in a manner which endangers or is likely to endanger persons or property.

7.2. No vehicles shall be constructed, equipped, loaded, or maintained (or any having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger, persons or property.

7.3. Vehicles shall not be operated in any hangar unless (1) the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and (2) a vent system exists to prevent exhaust fumes from building up in the hangar.

7.4. Vehicle operators shall obey all posted speed limits. Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions and having regard for actual and potential hazards, traffic, use of the street or roadway, or so as not to endanger persons or property.

7.5. Vehicle operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings.

7.6. Vehicles that are overloaded or carrying more passengers or cargo than the amount that the vehicle is designed to carry are prohibited.

7.7. Vehicles used for hauling trash, dirt, or any loose material shall be operated in such a fashion as to prevent the contents of the vehicle from dropping, sifting, leaking, or otherwise escaping.

7.8. Except in case of emergency or operational necessity, no vehicle shall leave paved areas except in areas designated for parking by the Airport Manager.

7.9. Unit hangar tenants will enter the aircraft parking ramp through the most direct access gate and depart by the same route.

7.10. No portion of the Airport inside the security fence that separates the Airport property is open to the public without prior approval of the Airport Manager.

7.11. The following vehicles only are authorized to drive onto the Airport terminal building ramp, or other areas used for parking of aircraft, to pick up or discharge personnel arriving or departing by aircraft:

7.11.1. Airport vehicles;

7.11.2. Airline vehicles;

7.11.3. FAA or other Federal agency vehicles;

7.11.4. FBO vehicles;

7.11.5. Military staff cars dispatched to meet military aircraft;

7.11.6. Emergency response vehicles in official service;

7.11.7. Law enforcement vehicles in official service;

7.11.8. Vehicles with prior written approval by the Airport Manager.

8. Agricultural Vehicles. Agricultural lessees will be assigned access routes to their leased areas by the Airport Manager. Agricultural lessees will observe the following additional restrictions and procedures:

8.1. No farm vehicle, truck or other equipment will be operated in the abandoned edges of runways or be used when the runway or taxiway is not in use unless prior approval has been obtained from the Airport Manager or designee.

8.2. Farm equipment operators shall be alert to aircraft movements on runways and taxiways adjacent to their area of activity and shall be equipped with functioning VHF Radio capable of monitoring the LWC CTAF (Frequency 123.00)

8.3. No land will be farmed, nor will farming operations be conducted, within the runway or taxiway areas as defined by FAA regulations and advisory circulars.

8.4. Farm equipment operators will not move cement markers for buried communications and electrical cable, or survey markers. If accidentally disturbed, these markers will be replaced at their original location as accurately as possible.

8.5. No vehicles with lugs will be operated on Airport pavement.

TENANT RULES AND REGULATIONS.

The following shall apply to all persons occupying property on the Airport, under a lease, sublease or otherwise:

1. Compressed Gases.

1.1. Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinders or tanks being secured.

1.2. Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed, and shall be maintained in compliance with all applicable rules and regulations.

1.3. Cylinders or tanks not in use shall have an approved transportation safety cap installed.

1.4. This does not prohibit items required by the FAA.

2. Fire Prevention.

2.1. Tenants shall be responsible for ensuring that good fire prevention practices/procedures are followed at all times.

2.2. Commercial tenants shall provide proper, adequate, inspected, certified and readily accessible fire extinguishers (that are approved by fire underwriters) for the particular hazard involved or associated with the activity being conducted. Fire extinguishers shall be maintained in accordance with the Fire Code.

2.2.1. Logs and or tag showing the date of last inspection shall be attached to each unit or records acceptable by fire underwriters shall be kept showing the status of such equipment.

2.3. When either the Airport Manager, or his designee, or the Abilene Fire Inspector has notified in writing any lessee, tenant, or other person on the Airport, to correct or eliminate any fire hazard for which such lessee, tenant, or other person is responsible, the person notified shall correct or eliminate such hazard in the manner and within the time prescribed in the written notification or request.

3. Lubricating Oils. Quantities of lubricating oils in hangars shall not exceed amounts necessary for maintenance purposes and operation of equipment. Storage of combustible liquids in hangars in excess of five (5) gallons requires prior approval from the Abilene Fire Department.

4. Storage of Materials and Equipment. Tenants shall store, stack, box, or bag material (or equipment) in such manner as to preclude creating any hazard, obstructing any operation, or littering. Storage of materials or equipment is prohibited outside of hangars or other buildings, without approval of the Airport Manager.

5. Telecommunications. No person shall operate any communications equipment (wired or wireless) on the Airport in a manner that will cause interference to operations of the Airport. Upon any notification from the City, the FAA or the police or fire departments of any interference caused by operator's or lessee's operation, the person notified shall cease such communications operations, transmissions and uses on the Airport. Such person shall not resume communications operations until the Airport Manager has provided notice in writing.

6. FAA Airport Activity Survey. Commercial Tenants shall annually complete and submit a USDOT – Federal Aviation Administration Airport Activity Survey (FAA Form 1800-31) that documents air taxi/commercial passenger/charter or scheduled enplanements for each calendar year. Tenants shall provide a courtesy copy of the completed and submitted FAA Form 1800-31 to the Airport Manager.

7. Annual Service Report. Commercial tenants shall annually report on certificated air carrier aircraft that it services. The report shall detail the aircraft manufacturer, make and model and aircraft owner. This information will be used by the City to determine the City's eligibility for federal airport improvement program grants and will only be shared with the FAA.

8. Based Aircraft Report. Tenants shall annually report on all aircraft based at the Airport. The report shall detail the aircraft manufacturer, make, model, registration number, insurance information, and aircraft owner. This information will be requested annually by the Airport Manager to update the FAA.

10.AIRCRAFT FUEL STORAGE, HANDLING AND DISPENSING.

10.1. Permit. Fuels in quantities greater than five (5) gallons shall be stored and dispensed on the Airport only by persons having a permit with the Airport Manager authorizing the fueling operation and approving the fuel storage facilities, refueling vehicles, and related equipment. This includes any thirdparty, public use, self- serve fueling facilities.

10.2. Best Practices.

10.2.1. Operators shall conform to the standards set forth in FAA Advisory Circular 150/5230-4A, "Aircraft Fuel Storage, Handling and Dispensing on Airports," the "Fuel

Handling Safety Guidance” issued the FAA; NFPA 407; and the Fire Code, as they may be amended from time to time.

10.2.2. Operators owning and operating fuel tanks, refueling vehicles, and/or portable oil containers shall comply with the requirements of the Oil Pollution Prevention regulations (40 CFR 112) including provision of secondary containment for loading/unloading areas and refueling vehicle parking areas. Each operator shall comply with all provisions of the Airport Stormwater Pollution Prevention Plan (SWPPP). Operators who wish to provide their own SWPPP shall submit such plans to the City for review to verify that such plans are in conformance with the existing plans for the Airport.

10.2.3. Operators must provide their own Spill Prevention Contingency and Control Plan (SPCC) and file a copy with the Airport Manager.

10.2.4. Operators shall comply with all provisions of the Airport Certification Manual (ACM)

10.3. Equipment.

10.3.1. Refueling vehicles, fueling pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during fueling operations shall be maintained in a safe operating condition and in good working order and repair at all times.

10.3.2. Operators shall have on hand at all times sufficient spill control equipment including containment booms, socks, pillows, pads, etc. to control spills and Releases occurring on their leasehold. Cleanup of non-fuel spills and Releases is the responsibility of the operator. Operators shall store contaminated spill control equipment in containers in accordance with applicable sections of 40 CFR 262 and 49 CFR 172-173 until proper disposal can be effected. At a minimum; 10.3.2.1. Each refueling vehicle shall have a "first responder" spill kit; and 10.3.2.2. Each fuel storage facility shall maintain a spill kit with an appropriate supply of, but not limited to, spill socks, pillows, pads, wipes, disposable bags with ties, and USDOT 35 approved containers. All spill control items shall be rated for hydrocarbon use.

10.3.3. Operators may not install self-service fueling islands or similar facilities without the prior written approval of the Airport Manager.

10.4. Fuel Flowage Fees. 10.4.1. A fuel flowage fee is payable to the City, as set forth in the Airport rates and charges schedule as amended from time to time, for all aviation fuel (including mogas) delivered to operators at the Airport.

10.4.2. Each operator shall pay the fuel flowage fee for all fuel per terms of its written agreement with the City.

10.4.3. Operators shall keep and maintain adequate books and records to establish and verify the accuracy of the fuel volumes reported to the City. The City's authorized representative shall have the right, to examine, cause to be examined, inspect or audit an operator's books and records for the purpose of verifying the accuracy of the fuel volumes reported by an operator.

10.5. Fuel Storage Facilities.

10.5.1. Plans for fuel storage and installation shall be submitted to the Airport Manager for written approval prior to any installation. All facilities, equipment, and installation shall be in conformance with all local, state, and federal requirements.

10.5.2. The maintenance and operation of fuel storage facilities shall meet NFPA 30, NFPA 407, UL 2085 and FAA regulations and advisory circulars, and shall be approved by all agencies that regulate the maintenance and operation of fuel storage facilities. The installation of all tanks or facilities shall meet the requirements of the Fire Code.

10.5.3. Operator shall have a written Spill Prevention Control and Countermeasures Plan that meets regulatory measures for their fuel storage facilities. A copy of the Spill Prevention Control and Countermeasures Plan shall be filed with the Airport Manager.

10.5.4. All security gates leading into fuel storage areas shall be kept closed and locked at all times except when actually in use.

10.6. Fueling Operations.

10.6.1. All fuel handled on the Airport shall be treated with due caution and care with regard to the rights and safety of others so as not to endanger or likely to endanger, persons or property.

10.6.2. Persons engaged in the fueling, defueling, and oil servicing of aircraft or vehicles, the filling of refueling vehicles or dispensing equipment, or the dumping or pumping or loading of aviation fuels or oils into or from fuel or oil storage facilities shall exercise care and extreme caution to prevent overflow of fuel or oils and/or spills.

10.6.2.1. In the event that a spill should occur of any magnitude, associated activities shall cease immediately. The responsible party of such spill shall take appropriate action to properly contain and clean up the spill, and applicable provisions of Section 3.13 of these Rules shall be followed.

10.6.3. A properly trained operator shall be present at all times while fuel delivery vehicles transfer fuel into or out of any fuel storage facility. All fueling shall be performed by qualified operators.

10.6.3.1. The operator shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and equipment; and

10.6.3.2. The operator shall not leave the discharge end of any hose or hoses unattended at any time while the transfer of fuel is in progress; and

10.6.4. The operator shall not block open, disengage, bypass, and/or deactivate the deadman control or mechanism at any time while fueling or transferring fuel. Hold-down devices are prohibited.

10.6.5. No fueling activity shall take place unless adequate fire extinguishing equipment and personnel trained in the use of such equipment are present.

10.6.6. Aircraft shall not be refueled or defueled with one or more of its engines operating or while the aircraft is located inside any structure.

10.6.7. Pouring or gravity transfer of fuel from containers is prohibited. Approved pumps, either hand or power operated, shall be used when aircraft are fueled from containers greater than five (5) gallons.

10.6.8. Refueling vehicles shall be positioned so that the vehicle has clear egress at all times.

10.6.9. Not more than one refueling vehicle shall be positioned to refuel each wing of an aircraft and not more than two refueling vehicles shall be positioned to service the same aircraft.

10.6.10. Aircraft or vehicles shall not be fueled or defueled if an electrical storm is in progress or within close proximity of the Airport.

10.6.11. When aircraft are being fueled or defueled, the refueling vehicle shall be bonded to the aircraft to equalize the electrical potential between the refueling vehicle and the aircraft.

10.6.12. All hoses, nozzles, spouts, funnels, and appurtenances used in fueling and defueling operations shall comply with NFPA 407 and shall be equipped with a bonding device to prevent ignition of volatile liquids.

10.6.13. Aircraft shall not be fueled or defueled while passengers are on board unless a passenger-loading ramp is in place at the aircraft cabin door, the door is in the open position, and an attendant is present at or near the door.

10.6.14. Only essential personnel engaged in fueling or defueling shall be permitted within 50-feet of fuel tanks or aircraft during such operations.

10.6.15. If an incapacitated medical patient is on board the aircraft during fueling operations, the Dickinson County Emergency Medical personnel and equipment must be available at the scene.

10.6.16. For single point fueling, deadman controls or mechanism shall be utilized and shall remain in good working order at all times.

10.6.17. Refueling vehicles (including fuel tankers) shall use only the entrance, exit, and route designated by the Airport Manager during the transportation and delivery of fuel.

10.6.18. Refueling vehicles (including fuel tankers) are not permitted on runways, taxiways, and taxilanes without specific approval from the Airport Manager.

10.6.19. Truck to truck fuel transfers are prohibited with the exception of certain maintenance operations and remote fueling operations approved by the Airport Manager.

10.6.20. 18-wheeler tractor-trailers delivering fuel on the Airport may only deliver into approved storage tanks.

10.7. Location of Fueling Operations Relative to Other Activities, Equipment and Structures.

10.7.1. Aircraft fuel handling shall be conducted outdoors and with the refueling vehicle and aircraft being at least fifty (50) feet from any hangar, building, and any combustion and ventilation air-intake to any boiler, heater, or similar facility or as approved by the City of Abilene.

10.7.2. Unless a secondary containment is being used, aircraft fuel handling shall take place on an impervious surface and at least fifty (50) feet from any storm water conveyances, drains, catch basins, ditches.

10.7.3. No person shall operate any radio transmitter or receiver (or switch electrical appliances on or off in an aircraft) within fifty (50) feet of and for the duration of fueling or defueling activity unless said radio transmitter or receiver is designed for such environment.

10.7.4. During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within fifty (50) feet of such aircraft or vehicle.

10.7.5. Use of matches, lighters, or any other igniting or incendiary devices is prohibited on the AOA and within fifty (50) feet of any aircraft, refueling vehicle, fuel storage facility, or any aircraft being fueled or defueled.

10.8. Off-Premises Fueling. Fueling activities shall be limited to an operator's leased premises unless the operator's lease agreement or fueling permit expressly permits off-

premises fueling, and operator's levels of insurance are sufficient to cover the increased liability associated with offpremises fueling. Off-premises fueling is permitted only in designated areas.

10.9. Storage of Refueling Vehicles/Use of Fuel Containers. Refueling vehicles shall be stored outside and not less than fifty (50) feet from a building or other structure, storm water conveyances, drains, catch basins, or ditches. Refueling vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between 38 vehicles and any other vehicle or aircraft and a minimum of twenty (20) feet from a storm water inlet. Unless otherwise authorized by the City of Abilene, no more than five (5) gallons of fuel may be stored in UL approved fuel containers and all fuel containers shall be UL approved.

10.10. Maintenance of Refueling Vehicles. Maintenance and servicing of refueling vehicles shall be performed outdoors or in a building that is approved by the Airport Manager and City of Abilene specifically for this purpose. Operators shall document and maintain vehicle maintenance and agency inspection records, which shall be made available to the Airport Manager upon request.

10.11. Training. All personnel engaged in fueling operations shall be trained in procedures for fueling and defueling, quality control, safety, fire prevention, use of fire extinguishers, responding to fuel and oil spills, handling flammable materials, and actions to be taken in an emergency caused by a fire or fuel spill (including environmental protection). All such personnel shall receive proper training or instruction immediately upon employment and not less than annually thereafter, and records of training and qualifications of each person engaged in fueling operations shall be maintained. Training shall be performed in accordance with 14 CFR Part 139 and the Airport Certification Manual. Training records shall be made available for review and/or inspection by the Airport Manager, City of Abilene, and/or the FAA at any reasonable time.

10.12. Transient Fueling Operations. Transient fueling operations (such as seasonal firefighting and military operations) shall be subject to the inspection and approval of the Airport Manager; pay applicable fuel flowage fees; fuel only in designated areas; and operate according to best management practices and procedures.