

GENERAL RULES AND REGULATIONS

AND

MINIMUM OPERATING STANDARDS **FOR AERONAUTICAL ACTIVITIES**



P.O. Box 80407, Lincoln, NE 68501

2400 W. Adams Street, Lincoln, NE 68524

GENERAL RULES AND REGULATIONS and MINIMUM OPERATING STANDARDS FOR AERONAUTICAL ACTIVITIES

TABLE OF REVISIONS

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PREAMBLE

IN 1959, THE CITY OF LINCOLN CREATED THE AIRPORT AUTHORITY OF THE CITY OF LINCOLN, NEBRASKA, PURSUANT TO THE CITIES AIRPORT AUTHORITIES ACT AS A BODY POLITIC AND CORPORATE CONSTITUTING A PUBLIC CORPORATION. UNDER THESE STATUTES, THE AIRPORT AUTHORITY HAS EXCLUSIVE JURISDICTION AND CONTROL OF THE AIRPORT AND ALL ITS ASSOCIATED FACILITIES.

THE BOARD OF THE AIRPORT AUTHORITY OF THE CITY OF LINCOLN, NEBRASKA, NOW PROMULGATES THESE GENERAL RULES AND REGULATIONS AND MINIMUM OPERATING STANDARDS PURSUANT TO THE AUTHORITY GRANTED TO IT UNDER THE CITIES AIRPORT AUTHORITIES ACT AND IN PARTICULAR NEB. REV. STAT. § 3-504 (5).

THE GENERAL RULES AND REGULATIONS ARE DESIGNED TO ESTABLISH A REGULATORY FRAMEWORK FOR THE SAFE, ORDERLY, AND NON-DISCRIMINATORY OPERATION OF LINCOLN AIRPORT IN ACCORDANCE WITH BEST PRACTICES AND WITH ALL APPLICABLE FEDERAL AVIATION ADMINISTRATION REQUIREMENTS AND GRANT ASSURANCES GIVEN BY THE AIRPORT AUTHORITY AS A CONDITION OF RECEIVING FEDERAL AND STATE FUNDING.

THE MINIMUM OPERATING STANDARDS ARE DESIGNED TO ASSURE THE DELIVERY OF HIGH-QUALITY GENERAL AVIATION PRODUCTS, SERVICES, AND FACILITIES TO THE PATRONS OF LINCOLN AIRPORT, TO ASSURE GENERAL AVIATION SAFETY AND SECURITY, TO PROMOTE THE ECONOMIC HEALTH OF GENERAL AVIATION AIRPORT BUSINESS, AND TO ENCOURAGE THE ORDERLY DEVELOPMENT OF AIRPORT PROPERTY FOR GENERAL AVIATION PURPOSES.

PASSED AND APPROVED on this 22nd day of April, 2021.

ATTEST:

Secretary

The Board of the Airport Authority
Of the City of Lincoln, NE

Chairman

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ARTICLE I

ARTICLE I

DEFINITIONS

The following definitions shall apply in the interpretation and application of these General Rules and Regulations and Minimum Operating Standards. Where the context requires, the use of singular numbers and pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

1.1 Access Gate - Any device or barrier through which ingress or egress can be made to and/or from the Air Operations Area (AOA) and/or Secured Area.

1.2 Aeronautical Activity or Activities - Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft or another aeronautical activity, or which contributes to or is required for the safety of such operations. Aeronautical Activities include, but are not limited to, aircraft charter, pilot training, aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, Certificated Air Carrier operations (passenger and cargo), aircraft sales and service, sale of aviation fuel and oil, aircraft maintenance, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of aircraft or the Airport, can be regarded as an aeronautical activity.

1.3 Agreement - A written contract, lease, or similar legal agreement between the Airport Authority and a person granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities.

1.4 Aircraft - Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance primarily used as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, Unmanned Aircraft Systems (UAS), sailplanes, amphibians, and seaplanes.

1.5 Aircraft Charter Operator - A SASO engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or in private carriage under 14 CFR Part 125.

1.6 Aircraft Line Maintenance - Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear tires and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

1.7 Aircraft Maintenance - The repair, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

- 1.8 Aircraft Maintenance Operator** - A SASO engaged in providing Aircraft Maintenance on air frames and powerplants, as defined in 14CFR Part 65, for Aircraft other than those owned, leased, or operated by, and under a full and exclusive control of the operator, in addition to selling Aircraft parts, accessories, and related components.
- 1.9 Aircraft Management Operator** – A SASO engaged in the business of providing Aircraft Management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the public.
- 1.10 Aircraft Operator** - A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of the Airport.
- 1.11 Aircraft Rental Operator** - A SASO engaged in the rental of Aircraft to the public.
- 1.12 Aircraft Rescue and Fire Fighting (or "ARFF")** - Personnel, equipment and facilities located on or off the Airport dedicated to dealing with Aircraft accidents/incidents and all rescue and fire-fighting tasks, structural fires, and other fire-fighting or rescue emergency activities at the Airport.
- 1.13 Aircraft Sales Operator** – A SASO engaged in the sale of three or more Aircraft during a 12-month period.
- 1.14 Aircraft Storage Operator** – A SASO that operates an Aircraft storage facility with or without associated office or shop space and leases such space to persons engaged in aeronautical activities at the Airport.
- 1.15 Airframe and Powerplant Mechanic (or "A & P Mechanic")** - A person who holds an Aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.
- 1.16 Air Operations Area (or "AOA")** - A portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR Parts 1540 and 1542 are carried out. This area includes Movement Areas Aprons, loading ramps, and safety areas, and any adjacent areas (such as General Aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the Secured Area.
- 1.17 Airport or Lincoln Airport** – All land and Improvements owned and/or under the care, custody and control of the Airport Authority and located within the geographical boundaries of the Lincoln Airport, Lancaster County, Nebraska, including LNK Enterprise Park and Lincoln Air Park South as shown on Attachment A.
- 1.18 Airport Authority** – The Airport Authority of the City of Lincoln, Nebraska.

1.19 Airport Board (or "Board") – The members of the Board of the Airport Authority as described in The Cities Airport Authorities Act.

1.20 Airport Certification Manual (or "ACM") – The FAA approved document containing the operating standards and procedures of the Airport as prescribed in FAR Part 139.

1.21 Airport Grant Assurances - Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a Public Airport Sponsor as a condition of receipt of federal Airport development grants or federal surplus property.

1.22 Airport Identification – A badge or card issued by the Airport Authority for the purpose of identification and for designation of operational and security authorizations.

1.23 Airport Layout Plan (or "ALP") - The currently FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, Roadways, utilities, nav aids, etc.

1.24 Airport Operations – The division within the Airport organizational structure responsible for monitoring and controlling daily Airport activities and functions.

1.25 Airport Security Coordinator - The Airport's primary security representative and point-of-contact for the TSA.

1.26 Airport Security Plan (or "ASP") - The current Airport Security Plan, as may be amended from time to time, approved by the TSA, that specifies the systems, measures, and procedures that are used to meet the Airport's regulatory and statutory responsibilities relating to Airport security.

1.27 Airport Traffic Control Tower (ATCT) – The facility operated by the FAA for air/ground communications, which provides Airport traffic control services to Aircraft and Motor Vehicle operations at the Airport.

1.28 Apron - Paved areas of the Airport within the AOA designated by the Board for the loading or unloading of passengers, servicing, and/or parking of Aircraft.

1.29 ARFF - Aircraft Rescue and Fire Fighting.

1.30 Based Aircraft - Any Aircraft utilizing the Airport as a base of operation (other than occasional transient purposes) and is registered at the Airport with assigned Hangar space on the Airport.

1.31 Bus - A Motor Vehicle having a seating capacity of nine or more passengers.

1.32 Certificates of Insurance - A certificate provided by and executed by an operator's insurance company evidencing the insurance coverages and limits of the operator.

- 1.33 CFR** – United States Code of Federal Regulations.
- 1.34 Cities Airport Authorities Act** – Neb. Rev. Stat. §§ 3-501 to 514 as existing or as the same may be amended from time to time.
- 1.35 City** – The City of Lincoln, Nebraska.
- 1.36 Certificated Air Carrier** – Any person that holds a certificate of public convenience and necessity issued pursuant to Section 401 of the Federal Aviation Act of 1958, as amended, or a commuter air carrier as defined by 14 CFR §204.2(d) that holds a certificate subject to FAR Part 121 or any other FAR applicable to the transport of passengers or items for hire on a non-scheduled or regularly scheduled basis at the Airport.
- 1.37 Commercial Aeronautical Activity** – Any Aeronautical Activity conducted for Compensation or profit except Certificated Air Carrier operations (passenger and cargo).
- 1.38 Commercial Operation** - Any activity, including Commercial Aeronautical Activity, involving the advertising, offering, or providing of any goods or services to the public for Compensation or profit.
- 1.39 Commercial Operator** - A person engaged in a Commercial Operation on the Airport under an Agreement with, or pursuant to a Permit issued by the Authority.
- 1.40 Communications Center** - The Airport Authority 24-hour Communications Center, located in the Terminal Building basement and whose emergency contact number is (402) 458-2480.
- 1.41 Compensation** - Any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors or gratuity.
- 1.42 Contiguous Land** - Land that is sharing an edge or boundary.
- 1.43 Contractor** – Any person or company doing service, construction or installation work on the Airport under a contract basis and who is not a Lessee or Vendor.
- 1.44 Courtesy Vehicle** - Any Motor Vehicle used in conjunction with a Commercial Operation, other than Motor Vehicle transportation provided by a Taxicab, rental car or Transportation Network Company, to transport persons, baggage, or goods, or any combination thereof, between the Airport and the business establishment owning or operating such Motor Vehicle, the operation of which is generally performed as a service without direct costs to the passenger.
- 1.45 DHS** – United States Department of Homeland Security.
- 1.46 DOT** – United States Department of Transportation.

1.47 Driver – Any person who is in actual physical control of a Motor Vehicle.

1.48 Drone – See definition of “UAS”

1.49 Emergency Public Service - Services provided to the general public including police, fire, rescue, and emergency medical and/or ambulatory transportation.

1.50 Environmental Laws – Federal, State, and local laws and regulations relating to regulation, discharge, clean-up, and disposal of hazardous waste and substances and other environmental matters.

1.51 Escort – The accompaniment of a person or Motor Vehicle not authorized to be on the AOA or SIDA by a person who is so authorized and properly displays Airport Identification.

1.52 Executive Director (or "Director") - That person appointed by the Airport Board to act as the chief administrative official of the Airport Authority with responsibility for the day-to-day administration, operation, and maintenance of the Airport and all Airport-owned property, material assets, financial assets and employees at the Airport. Wherever in these Rules and Regulations the Executive Director is referenced, it shall mean and include the Executive Director or the Executive Director's designated representative.

1.53 Exclusive Right - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

1.54 FAA – United States Federal Aviation Administration.

1.55 FAR – United States Federal Aviation Regulations.

1.56 Fire Codes – The fire codes adopted and enforced by the City of Lincoln and/or the State of Nebraska.

1.57 Fixed Base Operator (or "FBO") - A Commercial Operator engaged in the sale and/or subleasing of products, services, and facilities to Aircraft Operators and owners including, at a minimum, the following activities at the Airport:

- A. Sale of aviation fuels and lubricants (jet fuel, avgas, and Aircraft lubricants)
- B. Passenger, crew, and aircraft ground services, support, and amenities
- C. Aircraft Maintenance

D. Aircraft parking, Tiedown, Hangar, office, and shop rental

1.58 Flight Training - Any use of an Aircraft to teach, increase, or maintain pilot or crew member proficiency rather than the use of an Aircraft as transportation between two different airports or other destinations. Flight Training shall also include any portion of a flight between two airports or other destinations dedicated to increase or maintain pilot or crew member proficiency.

1.59 Flight Training Operator – A SASO engaged in providing certified flight instruction to the public.

1.60 Fuel Storage Area – Those portions of the Airport designated by the Executive Director as areas in which auto gasoline, diesel, jet fuel, aviation 100LL, or any other type of fuel are authorized to be stored, including, but not limited to, bulk storage facilities.

1.61 General Aviation - All aviation with the exception of Certificated Air Carrier operations (including cargo) and government. General Aviation Aircraft are utilized for Commercial and Noncommercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

1.62 Hangar - Any fully or partially enclosed storage facility for an Aircraft.

1.63 Hazardous Materials – Material as defined in applicable Federal, State, and local Environmental Laws.

1.64 Improvements - All buildings, structures, additions, and facilities including pavement, concrete, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

1.65 Independent Operator – A Commercial Operator offering a single aeronautical service but without an established place of business on the Airport.

1.66 Instrument Maintenance Operator – A SASO engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A, (e.g., Aircraft radios, electrical systems, or instruments).

1.67 Jet Fuel - Fuel commonly utilized in turboprop and Turbojet Aircraft including, but not limited to, JET A.

1.68 Lease – A written Agreement under which the Airport Authority conveys a possessory interest in land or Improvements under the control of the Airport Authority to a Lessee.

1.69 Leased Premises - The land or Improvements, or both, used exclusively under a lease with the Airport Authority for the conduct of Lessee's activities.

1.70 Lessee - A person that has entered into a lease with the Airport Authority to occupy, use, and/or develop land or Improvements, or both, under the control of the Airport Authority.

1.71 Limousine – A chauffeur-operated Motor Vehicle, available for charter, having a seating capacity of not less than four passengers or more than nine passengers, excluding the Driver.

1.72 Lincoln Air Park South - LAPS – An industrial park operated by the Airport Authority and located generally southeast of the Air Operations Area (AOA) as shown on Attachment A.

1.73 LNK Enterprise Park– An industrial park (f/k/a Lincoln Air Park West) operated by the Airport Authority and located generally west of the Air Operations Area (AOA) as shown on Attachment A.

1.74 Master Plan - An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the Airport, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

1.75 Minimum Operating Standards - Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Aeronautical Activities at the Airport, as may be amended from time to time.

1.76 Motor Vehicle – Any device which is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device moved by human muscular power, or designed to move primarily through the air.

1.77 Movement Area – The Runways, Taxiways and other paved surfaces of the Airport that are used for the taxiing, takeoff and landing of Aircraft, exclusive of loading ramps and parking areas. Control of aviation, vehicular and pedestrian traffic within these areas is under the jurisdiction of the Airport Traffic Control Tower.

1.78 NFPA – National Fire Protection Agency.

1.79 Noncommercial - Not for the purpose of securing earnings, income, Compensation (including exchange of service), and/or profit.

1.80 Noncommercial Hangar – An Aircraft storage facility (not including T-Hangars) used for the purpose of storing Aircraft that are owned, leased, or operated by, and under the full and exclusive control of, Lessee for Noncommercial purposes only. A Noncommercial Hangar Operator is the Lessee of a Noncommercial Hangar.

1.81 Notice to Airmen (or "NOTAM") – Aeronautical information issued by a representative of the FAA, the Director, ATC, or other authorized official.

- 1.82 NTSB** – National Transportation Safety Board.
- 1.83 Owner, Aircraft** - The registered legal owner of an aircraft according to the records of the FAA
- 1.84 Owner, Motor Vehicle** – The registered legal owner of a Motor Vehicle according to the records of the Department of Motor Vehicles or similar office of the State in which the Motor Vehicle is registered.
- 1.85 Park** – To stop a Motor Vehicle or Aircraft for any length of time, whether occupied or unoccupied.
- 1.86 Permission**– Permission, whenever required by the General Rules and Regulations or Minimum Operating Standards, shall mean written permission, except that verbal permission in specific instances may be granted under special circumstances where the obtaining of written permission would not be practical.
- 1.87 Permit**-- A written authorization, other than an Agreement, issued by the Airport Authority to conduct certain Commercial or Noncommercial activities on the Airport.
- 1.88 Permittee** - A person who has received a Permit to conduct commercial or Noncommercial activities at the Airport.
- 1.89 Person** – Any individual, firm, partnership, corporation, company, association, joint stock association, entity, or political body, and includes any trustee, receiver, assignee, or representative thereof.
- 1.90 Private Flying Club** – A not for profit association or other legal entity (e.g., non-profit corporation) organized for the express purpose of providing its members with Aircraft for their personal use and enjoyment only, and which does not advertise for membership or otherwise solicit members from the public generally.
- 1.91 Ramp/Apron Areas** – Portions of the Air Operations Area designated and made available, temporarily or permanently, by the Airport Authority for the loading and unloading of passengers or cargo on and off Aircraft, and the parking of Aircraft.
- 1.92 Readily Available** - Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.
- 1.93 Refueling Vehicle** - Any vehicle used for transporting, handling, or dispensing of fuels, oils, and lubricants.
- 1.94 Regulatory Measures** - All applicable federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations.

1.95 Restricted Area – Those portions of the Airport within the Air Operations Area (AOA), SIDA and Secured Area to which access is restricted to authorized persons and is not accessible to the general public.

1.96 Roadway – That portion of a highway or street improved, designed, or ordinarily used for vehicular travel.

1.97 Rules – The General Rules and Regulations of the Airport, as adopted by the Board, and as may be amended from time to time.

1.98 Run-up – Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

1.99 Runway – A paved defined rectangular area designated for landing and takeoff of Aircraft.

1.100 Secured Area – Secured area means a portion of an airport, specified in the airport security program, in which certain security measures specified in part 1542 of this chapter are carried out. This area is where Aircraft Operators and foreign air carriers that have a security program under part 1544 or 1546 of this chapter enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures. This includes the Terminal Ramp, and associated baggage makeup areas and is a Security Identification Display Area (SIDA) as shown on Attachment B.

1.101 Security Identification Display Area (SIDA) – The area identified by the Airport Security Program where the wearing of external identification badges is required for Airport security in accordance with 49 CFR 1542 of the Department of Homeland Security and the Airport Security Program. This includes all secured areas around the passenger terminal used for the boarding and servicing of scheduled commercial airlines. See Attachment B.

1.102 Self-Fueling - The fueling of an Aircraft by the owner of the Aircraft or the owner's employee(s) using the owner's vehicles, equipment, and resources.

1.103 Self-Service - Includes activities such as adjusting, repairing, cleaning, and otherwise providing service to an Aircraft, provided the service is performed by the Aircraft owner or his/her employees using vehicles, equipment, and resources provided by the Aircraft owner.

1.104 Self-Serve Fueling Station Operator - A SASO engaged in the sale of Jet Fuel or Avgas or both to the public through a fixed Self-Service fueling station.

1.105 Specialized Aviation Service Operation (SASO) – An aeronautical business that offers a single or limited service. Examples of these specialized services may include Aircraft flying clubs, Flight Training, Aircraft airframe and power plant repair, maintenance, Aircraft charter, air taxi or air ambulance, Aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business.

- 1.106 Spill Prevention, Control and Countermeasures Plan (or “SPCC Plan”)** - A contingency plan defined by the EPA that covers measures, points of contact, the chain of command, and individual responsibilities within the plan.
- 1.107 State** – The State of Nebraska.
- 1.108 Sterile Area** – That portion of the Terminal Building beyond the passenger security screening checkpoint used in the boarding of commercial Aircraft.
- 1.109 T-Hangar** – An individual Aircraft Hangar maintained by the Airport Authority and intended for the storage of one Aircraft as shown on Attachment C.
- 1.110 Taxicab** – A Motor Vehicle carrying passengers for hire for which public patronage is solicited and operating under authorization from the public service commission.
- 1.111 Taxiway** – A surface designed to provide Aircraft access between the Runways and other areas of the Airport, including Aircraft parking ramps.
- 1.112 Terminal Building** – Those buildings and/or structures located within the Airport and open to the public for the purpose of flight ticket purchase, public lobby waiting, baggage check-in and those services related to public air travel.
- 1.113 Terminal Ramp** – That portion of the AOA immediately adjacent to the Terminal Building.
- 1.114 Tiedown** - An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and equipment are located.
- 1.115 Transportation Network Company (TNC)** – A person that provides prearranged transportation services for Compensation using an online-enabled application or platform to connect passengers with participating Drivers using a personal vehicle and also includes a person that provides peer to peer car-sharing services.
- 1.116 Transient Aircraft** - Any Aircraft utilizing the Airport for occasional transient purposes and is not based at the Airport.
- 1.117 TSA** – The Transportation Security Administration; an agency of the U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States.
- 1.118 Turbojet Aircraft** - An Aircraft that utilizes one or more jet engines that have a turbine driven compressor and develop thrust from the exhaust of hot gases.
- 1.119 Turboprop Aircraft** - An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

1.120 UBC – Uniform Building Code.

1.121 UAS -- An Unmanned Aircraft System (UAS), sometimes called a drone, is an Aircraft without a human pilot onboard – instead, the UAS is controlled from an operator on the ground.

1.122 Vendor – Any person or company involved in sales or service work on the Airport who is not a Lessee or Contractor.

ARTICLE II

ARTICLE II

GENERAL PROVISIONS

2.1 INTRODUCTION

These General Provisions shall apply to the General Rules and Regulations (the "Rules") and Minimum Operating Standards hereinafter set forth.

2.2 GOVERNING BODY; APPROVAL OF COMMERCIAL OPERATIONS; INDUSTRIAL PROPERTIES; RIGHTS RESERVED

(a) The Airport is controlled by the Airport Authority, which is governed by a five-member Airport Board pursuant to the Cities Airport Authorities Act. Except as specifically delegated to the Executive Director, the authority to grant any right to conduct any Commercial Operation at the Airport is expressly reserved to the Board. No person shall engage in any Commercial Operation upon the Airport unless authorized to do so pursuant to an Agreement, (if a Lease of land or Improvements is requested) or pursuant to a Permit (if no Lease of land or Improvements is requested) issued in accordance with the procedures set forth below.

(b) The use agricultural properties under the control of the Airport Authority, and the use of land or Improvements in LNK Enterprise Park and Lincoln Air Park South shall be approved through Agreements which, except as specifically delegated to the Executive Director, shall be subject to approval by the Board.

2.3 PERMIT PROCEDURE

2.3.1. Application for a Permit shall be made in writing and filed with the Executive Director on such forms as may be approved by the Executive Director for the specific Commercial Operation proposed. The application shall include, at a minimum, the name, principal place of business, telephone number and email of the applicant; the names of all principal officers, members, partners, or other principals of the applicant; a detailed description of the proposed activity for which a Permit is being sought; a detailed explanation as to whether and how the applicant is meeting any applicable Minimum Operating Standards and other applicable rules, regulations, or Regulatory Measures; whether a lease of airport property is necessary or requested and, if so, the amount of land area required; and such other submittals as may reasonably be requested by the Executive Director.

2.3.2 Upon completing his review of the application, the Executive Director shall either:

(i) approve, conditionally approve, or deny the application, if the application requests a permit for a term of no more than one (1) year,

or:

(ii) submit the same to the Board, with his recommendation, at the next available Board Meeting. The Board shall approve or deny the Permit by majority vote of

the Board and, if denied, the Board shall specify the reasons for denial and transmit the same in writing to the applicant.

2.3.3 Each permit issued hereunder shall be for a specified term, and no permit shall be issued for a term of more than five (5) years, but any such permit may be renewed for successive terms upon request to and approval by the Executive Director or the Board, as the case may be. The specific term shall be as approved by the Executive Director or the Board and shall be specified in the permit. This subsection shall not apply to long-term leases or Agreements entered into between the Authority and a Commercial Operator.

2.4 ENFORCEMENT; EXECUTIVE DIRECTOR

The Executive Director is authorized to and shall be responsible for enforcement of the Rules and Minimum Operating Standards as hereinafter set forth. Violations of any of the Rules rising to a criminal offense shall be referred to the Chief of the Airport Police for investigation with subsequent referral to the appropriate prosecuting authority.

2.5 CONFLICTING REGULATORY MEASURES, AGREEMENTS, AND PERMITS

If a provision of the Rules or the Minimum Operating Standards is found to be in conflict with any other provision, or with a provision of any Regulatory Measure, or a provision of an existing Agreement or Permit, the provision that establishes the higher or stricter standards shall prevail.

2.6 RIGHT TO SELL FUEL AND/OR SELF SERVICE

2.6.1 Aircraft Operators are permitted to fuel, wash, repair, or otherwise service their own Aircraft (utilizing their own equipment and in accordance with the Rules), provided there is no attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and any other applicable regulation.

2.6.2 Aircraft Operators may hire an individual (as an employee) to provide, under the direction and supervision of the Aircraft Operator, services on the Aircraft Operator's Aircraft.

2.6.3 Aircraft Operators are permitted to have their Aircraft fueled, washed, repaired, or painted by those Fixed Base or Independent Operators and Lessees authorized to provide such services pursuant to an Agreement with or Permit issued by the Airport Authority.

2.7 EXCLUSIVE RIGHTS

2.7.1 In accordance with the Grant Assurances entered into as a condition of receiving federal and state funding for the Airport, the granting of rights or privileges to engage in Commercial Aeronautical Activities at the Airport shall not be construed in any manner as granting any operator an Exclusive Right, other than the exclusive use of land or Improvements that may be leased to the operator by the authority.

2.7.2 The presence on the Airport of only one operator engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the authority to not enter into or promote an understanding, commitment, or express Agreement to exclude other qualified entities from providing Commercial Aeronautical services on the Airport. Those who desire to enter into an Agreement with or receive a Permit from the Airport Authority should neither expect nor request that the Airport Authority exclude others who also desire to engage in the same or similar activities. The opportunity to engage in a Commercial Aeronautical Activity must be made available to those persons complying with the qualifications and requirements set forth in the Minimum Operating Standards and as space may be available at the Airport to support such activity; provided that such use is consistent with the current and planned use of Airport land and Improvements and is in the best interest of the Authority.

2.7.3 If the FAA determines that any provision of the Rules or the Minimum Operating Standards or any provision of any Agreement or Permit, or any practice constitutes a grant of a prohibited Exclusive Right, such provision or practice shall be deemed null and void and shall be discontinued.

2.8 PROPRIETARY EXCLUSIVE RIGHTS

2.8.1 Notwithstanding any provision of the Rules and Regulations or Minimum Operating Standards to the contrary, the Airport Authority reserves the right, now or at any time in the future, to offer some or all aeronautical services itself and exclude other entities from competing with these services. If and when the Airport Authority exercises such "proprietary exclusive rights" it shall do so in full accordance with any applicable restrictions or requirements of the Federal Aviation Administration and in particular Grant Assurance 23.

2.9 SUBORDINATION

The General Provisions as well as the Rules and Minimum Operating Standards are subject and subordinate to the provisions of any existing or future Agreements between the Authority and United States of America pertaining to the operation, management, planning, and development of the Airport and are specifically subordinated to, and to be construed in accordance with Airport Grant Assurances provided for the purpose of obtaining funding for the Airport from the federal or state government.

2.10 SEVERABILITY

If one or more clauses, sections, or provisions of the General Provisions, the Rules, the Minimum Operating Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of the General Provisions, the Rules, and the Minimum Operating Standards. If the application of any provision of the General Provisions, the Rules, or the Minimum Operating Standards to any lot, building, sign, structure, or parcel

of land is found to be invalid or ineffective in whole or in part by any agency or court of competent jurisdiction, the effect of such decision shall be limited to the property or situation immediately involved in the controversy, and the application of any such provision to other properties and situations shall not be affected.

2.11 NON-LIABILITY

The Airport Authority assumes no responsibility for any loss, injury or death to persons or the damage to property unless caused by the sole negligence of the Airport Authority. The permission granted by the Airport Authority to use the Airport and its facilities or to fly to, from or over the same, shall be conditioned upon the assumption of full responsibility therefor by every person exercising or taking advantage of such permission. It shall be a further condition thereof that each person or entity, as a consideration for the use of the Airport and its facilities, shall at all times release, hold harmless and indemnify the Airport Authority, its Board, directors, employees and agents from any and all responsibility or liability for loss, injury, or damage resulting to such person or entity, or their property, unless caused by the sole negligence of the Airport Authority. The use of the Airport by any person or entity, or the paying of fees and charges therefor, or the taking off or landing Aircraft thereon shall be in and of itself, an acknowledgement that such person or entity accepts such privileges on the conditions herein set forth.

2.12 INTERPRETATION

2.12.1 In the event that an interpretation of any provision of the Rules is required, the Executive Director shall render such interpretation.

2.12.2 The General Provisions, the Rules and the Minimum Operating Standards are not intended to amend, modify or supersede any provisions of federal, state or municipal law, or any specific written contractual Agreement of the Airport Authority with which they may conflict; provided, however, that the Rules shall, insofar as possible, be interpreted so that no such conflict shall exist.

ARTICLE III

ARTICLE III
GENERAL RULES AND REGULATIONS

CHAPTER 3.1
APPLICABILITY; PENALTIES

3.1.1 APPLICABILITY

3.1.1.1 The General Rules and Regulations (the "Rules") apply to all users of, and persons on, any portion of the property owned or controlled by the Airport Authority. Lessees and Commercial Operators shall be responsible for informing their employees of and assuring compliance by their employees with the Rules.

3.1.1.2 Instructions or directives issued by the Executive Director to individual persons, Contractors, Vendors and/or Lessees, written or verbal, as situations permit, will be complied with inasmuch as such instructions or directives are in the interest of safety, sound management, and efficient operations of the Airport.

3.1.2 PROCEDURES AND ADDENDUMS

Written operational procedures, corrections, and addendums to the Rules may be issued by the Executive Director, as he deems necessary and appropriate.

3.1.3 VIOLATION OF RULES

In accordance with Neb. Rev. Stat. § 3-504(5), violation of any of the provisions of these Rules is a Class III Misdemeanor. Any person who violates these Rules shall be subject to prosecution and, in addition, any person, who violates any of the provisions of the Rules, or any lawful order issued pursuant thereto, may be denied use of the Airport by the Executive Director. The Executive Director may take such other measures as permitted by law to enforce the Rules.

CHAPTER 3.2

COMMERCIAL OPERATIONS

3.2.1 COMMERCIAL OPERATION; AUTHORIZATION

3.2.1.1. Reserved

3.2.1.2 No person shall engage in a Commercial Operation on the Airport without first entering into an Agreement with or obtaining a Permit from the Airport Authority, as appropriate, describing the nature, terms and conditions of the proposed Commercial Operation.

3.2.1.3 Persons basing or otherwise maintaining an Aircraft at the Airport shall not permit said Aircraft to be used for a Commercial Operation unless such Commercial Operation is expressly authorized by Agreement or Permit approved by the Airport Authority.

3.2.1.4 No person shall permit an Aircraft based or maintained at the Airport to be used for commercial flight training without compliance with all Federal Aviation Administration regulations and written permission of the Executive Director.

3.2.2 GENERAL INSURANCE REQUIREMENTS

Persons engaged in Commercial Operations, or basing an Aircraft, at the Airport will be required to obtain and continuously maintain insurance coverage as determined by the Airport Authority to cover the risks associated with the Commercial Operation, or Airport use, that is being undertaken.

3.2.3 CONDUCT OF BUSINESS; SOLICITING

It shall be unlawful for any person to solicit business, offer any item for hire or sale or otherwise engage in any Commercial Operation or in any charitable activity of any nature on, upon, within or from the Airport without specific permission for such activity having been granted by the Airport Authority.

3.2.4 SIGNAGE/ADVERTISEMENTS

3.2.4.1 No advertisements, signs, notices, circulars, and/or handbills may be posted or distributed, except within the interior of buildings or structures on Leased Premises without, the prior permission of the Executive Director.

3.2.4.2 The posting or distributing of written advertisements, notices, circulars, and/or handbills on Aircraft or vehicles is prohibited without permission of the Executive Director.

3.2.4.3 Signage installed on or at the Airport must have prior approval of the Executive Director.

3.2.4.4 Interior portions of exclusively leased areas of the Airport not visible to the general public are excluded from this section.

CHAPTER 3.3

AIRCRAFT OPERATIONS

3.3.1 APPLICABILITY

It shall be unlawful for any person to navigate, land, fly, service, move, maintain, or repair any Aircraft or conduct any aviation activity, upon, within or from the Airport other than in conformity with the Rules and all applicable federal, state, and local statutes, ordinances, and regulations.

3.3.2 LICENSE REQUIREMENTS

Only Aircraft and Airmen certificated by the Federal Aviation Administration shall operate on or from the Airport. This restriction shall not apply to Aircraft owned or operated by the Federal Government or to Aircraft licensed by Foreign Governments having a reciprocal Agreement with the United States covering the operation of the Aircraft in the United States.

3.3.3 CONTROL OF THE AIRFIELD

The Executive Director shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other Aircraft operation, to refuse takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft or to any individual or group, when he considers any such action to be necessary and desirable to avoid endangering persons or property and to be consistent with the safe and proper operation of the Airport. In the event the Executive Director determines the condition of the Airport or any part thereof to be unsafe for taxiing, landings or takeoffs, he shall issue, or cause to be issued, a Notice to Airmen (NOTAM) closing the Airport or any part thereof.

3.3.4 DISABLED AIRCRAFT

Any Aircraft Operator, owner or other person having the control, or the right of control, of any disabled Aircraft on the Airport shall be responsible for the prompt removal and disposal thereof, and any and all parts thereof, subject, however, to any requirements of or direction by the National Transportation Safety Board, the Federal Aviation Administration, or the Executive Director that such removal or disposal be delayed pending an investigation of an accident. Any Aircraft Operator, owner, or other person having control, or the right of control, of any Aircraft does, by use of the Airport, agree and consent, notwithstanding any provision in any Agreement, Lease, Permit or other instrument to the contrary, that the Executive Director may take any and all necessary action to effect the prompt removal or disposal of disabled Aircraft that obstruct any part of the Airport utilized for Aircraft operations; that any costs incurred by or on behalf of the Airport Authority for any such removal or disposal of any Aircraft shall be paid to the Airport Authority by the Aircraft owner or operator; that any claim for Compensation against the Airport Authority, and any of their officers, agents or employees, for any and all loss or damage sustained to any such disabled Aircraft, or any part thereof, by reason of any such removal or disposal is waived and that the Aircraft Operator, owner, or

other person having control, or the right of control, of said Aircraft shall indemnify, hold harmless and defend the Airport Authority, and all of its officers, agents and employees, against any and all liability for injury to or the death of any person, or for any damage to any property arising out of such removal or disposal of said Aircraft.

3.3.5 INSTRUCTOR AND STUDENT RESPONSIBILITIES

Instructors shall fully acquaint their students with these Rules and shall be responsible for the conduct of the students under their direction during dual instruction. When a student is operating an Aircraft independent of an instructor, it shall be his or her sole responsibility to observe and abide by these Rules.

3.3.6 OPERATING UNDER THE INFLUENCE

It shall be unlawful for any person to operate an Aircraft on the Airport while under the influence of alcohol or drugs as defined in Federal Aviation Regulation (FAR) Part 91.17.

3.3.7 CARELESS OPERATION

It shall be unlawful to operate an Aircraft on the Airport in a careless or reckless manner as defined in FAR 91.13.

3.3.8 AIRCRAFT AND PROPERTY

No employee of the Airport Authority is authorized to take responsibility for the care or protection of others' Aircraft or property which is taxiing, parked, or stored on the Airport, except as specifically authorized by the Executive Director.

3.3.9 STARTING OR RUNNING OF AIRCRAFT ENGINES

No Aircraft engine shall be started or run unless a qualified, certificated pilot or mechanic is attending the Aircraft controls and only in the locations designated for such purposes by the Executive Director. No Aircraft engine shall be started without appropriate fire extinguisher equipment readily available in accordance with the Airport Certification Manual, Fire Codes, and NFPA regulations. Aircraft engines shall not be operated in such position that persons, structures or property may be endangered by the path of the Aircraft propeller slip-stream, jet blast or rotor-wash.

3.3.10 MOVING PARKED AIRCRAFT

Upon direction of the Executive Director, except as provided for in a lease, the operator of any Aircraft parked or stored at the Airport shall move said Aircraft from the place where it is parked or stored. If the operator refuses to comply with such directions, the Executive Director may arrange for the relocation of said Aircraft at the expense of the Aircraft owner or operator, and without liability for damage or injury which may result.

3.3.11 ABANDONMENT; DERELICT AIRCRAFT

No person may abandon an Aircraft on the Airport or allow an Aircraft parked on the Airport to become derelict or a hazard to other Airport users. If the Executive Director is unable to locate the owner of an Aircraft that appears to be abandoned or derelict, a notice shall be placed on the Aircraft notifying the Aircraft owner that the Aircraft must be relocated. If the Aircraft has not been moved within 30 days of notification, the Aircraft may be impounded and removed by the Airport Authority.

3.3.12 PARKING/STORAGE OF AIRCRAFT ON AIRPORT PAVEMENTS

The owner of any Aircraft that is parked/stored in the open on Airport Pavements (east or west ramp) for more than thirty (30) days shall pay an amount per day as may be established or determined by the Airport Authority for each day thereafter that the Aircraft is so parked or stored. Payment of the amount due and owing shall be made by the owner not later than the last day of each month that such aircraft is parked/stored on the Airport Pavement. Such payment shall be deemed to be in default ten (10) days thereafter. The Airport Authority shall have a lien upon the Aircraft for such fees and, when payment is in default, may enforce the lien in accordance with the provisions of Neb. Rev. Stat. § 3-215.

3.3.13 SECURING AIRCRAFT

It shall be unlawful for any person to leave an Aircraft unattended on any area of the Airport, including Leased Premises, unless properly secured. Securing of Aircraft shall be the sole responsibility of the Aircraft owner and/or operator of the Aircraft.

3.3.14 WASHING OF AIRCRAFT

Aircraft shall not be washed on Airport property using any form of pressurized water (hosing down, spraying, etc.) that results in wastewater runoff, except in areas and in the manner approved by the Executive Director. Wastewater from approved Aircraft washing operations shall be disposed of in accordance with all applicable local, state, and federal environmental Rules and Regulations.

3.3.15 TAXIING INTO OR OUT OF HANGARS; PROHIBITED

Aircraft engines shall not be operated in any Hangar. No Aircraft shall be taxied into or out of a Hangar under its own power.

3.3.16 AIRCRAFT MAINTENANCE AND PAINTING

Aircraft Maintenance performed by a Commercial Operator shall be made only on leased sites where specifically permitted. Aircraft Maintenance work may be performed on ramps or Aprons only with prior permission from the Executive Director. No person shall perform Aircraft Maintenance to Aircraft or engines, except emergency repairs, unless in the

spaces designated for this purpose. Doping or spray painting will not be conducted in Hangars designated for Aircraft storage only. Stripping, preparation, doping and painting of Aircraft shall only be accomplished in facilities approved for such operations by all government agencies having jurisdiction thereof. Aircraft Line Maintenance is allowed on common use areas of the ramps and aprons.

3.3.17 AIRPORT ACCESS

Only the Airport Authority may grant unescorted access to the Air Operations Area. Granting of access does not give any person or persons the privilege of unrestricted use of the space within the airfield boundary fence. Access privileges are confined to the times and areas required for the purpose access is granted.

3.3.18 SELF-FUELING/DEFUELING OF AIRCRAFT

Self-fueling will be conducted in accordance with the Rules, the Airport Certification Manual, and all applicable safety and fire prevention codes and only in areas designated for self-fueling by the Executive Director.

3.3.19 FUEL STORAGE

No fuels shall be stored on Airport property unless specifically approved in a written Lease, Permit or Agreement with the Airport Authority.

3.3.20 TAXIING

It shall be unlawful for any person to taxi an Aircraft until he/she is certain, after visual inspection, that there will be no danger of collision or contact with any person, Aircraft or other object. No Aircraft shall be taxied or towed on any area, other than areas normally used for operation of Aircraft, without permission from the Executive Director.

3.3.21 HELICOPTER OPERATIONS

Except in emergencies, no landing or take-off of helicopters shall be made except on designated Airport Runways, Taxiways, ramps, or heliports without permission from the Executive Director.

3.3.22 DELAY OF FLIGHT

The Executive Director may delay or restrict any flight or other operation at the Airport when any of these Rules is violated in any manner.

3.3.23 PILOT RESPONSIBILITY

In all instances, the pilot operating any type Aircraft at the Airport is responsible for the safe operation of the Aircraft he or she is operating and in no instance will the Airport Authority, or any of its agencies, be held responsible for any actions of any Aircraft pilot.

3.3.24 RESTRICTED ACTIVITIES; GLIDERS; ULTRALIGHTS; LIGHTER-THAN-AIR AIRCRAFT; BANNERS; PARACHUTING; OVERWEIGHT AIRCRAFT

Aircraft Operators shall submit a request to the Director before engaging in any of the following restricted activities at the Airport and, upon approval, shall conduct these activities in accordance with the specific requirements stipulated by the Director:

3.3.24.1 Use of motorless aircraft: The landing upon or towing from the Airport of gliders and other certificated motorless aircraft.

3.3.24.2 Use of ultralight vehicles: The landing upon or taking off from the Airport of ultralight vehicles.

3.3.24.3 First or test flights of experimental aircraft including ground demonstrations.

3.3.24.4 Use of lighter-than-air aircraft: The landing upon or taking off from the Airport of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft that utilize gasses or hot air to provide lift.

3.3.24.5 Banner towing: The landing upon or taking off from the Airport of aircraft that tow banners, or any other device.

3.3.24.6 Sky diving, parachuting, or powered parachute operations.

3.3.24.7 Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the runway(s) and taxiway(s). All overweight aircraft operators must have prior written approval of the Director.

3.3.25 TRANSPORTATION OF HAZARDOUS CARGO

Aircraft Operators shall submit a request to the Director before landing upon or taking off from the Airport with a cargo of flammable, explosive, or corrosive materials, except such materials that are either:

- Carried aboard for the operation of the aircraft or use by crew or passengers; or
- For military use.

Upon approval, the operation shall be conducted in accordance with the specific requirements stipulated by the Director.

3.3.26 TRANSPORTATION OF RADIOACTIVE CARGO

Aircraft Operators shall submit a request to the Director before landing upon or taking off from the Airport with a cargo consisting of or including radioactive materials.

Upon approval, the operation shall be conducted in accordance with the specific requirements stipulated by the Director and the following:

- All shipments of radioactive cargo or other hazardous material shall comply with regulations established in Title 49, Code of Federal Regulations, Parts 100-199 and all other regulatory measures governing such shipments.
- Trained hazmat and Airport Rescue and Firefighting equipment and personnel will be required for this type of operation as a standby precautionary measure. Costs associated with trained hazmat equipment and personnel shall be borne solely and completely by the Aircraft Operator.

3.3.27 ACCIDENT REPORTS

Aircraft Operators involved in accidents or incidents requiring notification of the FAA, NTSB or insurance company and occurring on the Airport shall notify the Communications Center (402-458-2480) as soon as possible, and make a full written report of the accident or incident to the Executive Director within twenty-four (24) hours. The report shall include names and addresses of those involved, all details of the accident, and of the Aircraft involved. When a written report of an accident or incident is required by the FAA, a copy of such report shall be submitted to the Executive Director at the same time.

CHAPTER 3.4

FUELING

3.4.1 AUTHORIZATION; COMMERCIAL FUELING; SELF-FUELING

Commercial fueling of Aircraft on the Airport shall be performed only by those persons that have received written authorization from the Airport Authority and in compliance with this Chapter and all additional orders, procedures and standards contained in the written authorization. Commercial fueling shall include any fueling of aircraft other than Self-Fueling. Self-Fueling is permitted under a Self-Fueling Permit issued pursuant to Chapter 4.15 and in conformance with the provisions of this chapter, as applicable.

3.4.2 FUELING; LOCATION

Aircraft shall be removed from hangars during fueling operations. Fueling Operations shall be conducted at least 25 feet away from any hangar.

3.4.3 FIRE EXTINGUISHERS

Fueling and defueling operations shall be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified as required by law and all personnel involved with fueling operations shall be properly trained in the use of fire extinguishers.

3.4.4 STARTING ENGINES

Starting an Aircraft when there is any flammable liquid on the ground in the immediate vicinity of the Aircraft is prohibited.

3.4.5 BONDING

All hoses, funnels and appurtenances used in fueling and defueling operations shall be equipped with a bonding device to prevent ignition of volatile gases or liquids. During fueling and defueling, the Aircraft and the dispensing apparatus shall both be bonded.

3.4.6 EGRESS

No Aircraft shall be fueled or defueled while passengers are on board unless a passenger-loading ramp or other egress equipment is in place at the cabin door, the door is in the open position, and an attendant is present at or near the door. If an incapacitated person is on board during fueling operations, fire department personnel must be standing by at the scene.

3.4.7 SPILLS

Persons engaged in the fueling of Aircraft shall exercise care to prevent overflow or release of fuel and shall be responsible to promptly report any fuel spill and to immediately clean up any spillage. All costs associated with the spill shall be the responsibility of the person causing the spill.

3.4.8 HAULING & PORTABLE FUEL TANKS

The hauling of fuel tanks in the back of a pickup truck or in/on any other vehicle shall conform to the current applicable provision of DOT Hazmat Guidelines (<http://.dot.gov>), all applicable Regulatory Measures and all appropriate NFPA guidelines.

3.4.9 OPEN FLAMES

Open flames within 100 feet of any fueling operation or fueling equipment are prohibited. This shall include, but be limited to, the following: lighted cigarettes, cigars or pipes; heaters; heat producing; welding; or cutting devices and blow torches; or open flame lights.

3.4.10 CELL PHONES

Cell phones, radios, transmitters, receivers, or any other electrical appliances shall not be switched on or off during fueling operations.

3.4.11 COMMERCIAL FUELING; ADDITIONAL REQUIREMENTS

All commercial fueling/defueling operations will be performed in accordance with NFPA 407, Federal Aviation Regulation Part 139.321, FAA Advisory Circular 150/5230-4 and the Airport Certification Manual. In addition, all regulations and recommendations of the Lincoln Fire Department, the Lincoln Fire Prevention Bureau and the Nebraska State Fire Marshall shall be adhered to with regard to all aspects of fueling and handling of flammables.

CHAPTER 3.5

MOTOR VEHICLE OPERATIONS

3.5.1 GENERAL

3.5.1.1 The laws of the State of Nebraska and the City of Lincoln relating to the operation of Motor Vehicles on streets and public highways shall apply, where applicable, to the operation of Motor Vehicles on the Airport. No person may operate a Motor Vehicle on the Airport unless such person holds a valid operator's license for the type of Motor Vehicle he or she is operating.

3.5.1.2 All Motor Vehicles operated on Airport Roadways must at all times comply with any lawful order, signals or direction by authorized personnel. When traffic is controlled by signs or by mechanical or electrical signals, such signs or signals shall be obeyed unless directed otherwise by authorized personnel.

3.5.1.3 The Executive Director is authorized to place and maintain such traffic signs, signals, pavement markings, and other traffic control devices upon Airport Roadways, parking facilities and other Airport property as required to indicate and carry out the provisions of these Rules to guide and control traffic.

3.5.1.4 Vehicles on Airport Roadways shall be operated in compliance with the Roadway speed limits prescribed by the Executive Director or his designated representative as indicated by posted traffic signs.

3.5.1.5 No person shall clean or make any repairs to Motor Vehicles anywhere on the Airport other than in designated shop areas for that purpose, or as provided for in Lease Agreements with Lessees. Minor repairs necessary to remove inoperable Motor Vehicles will be permitted if done within a reasonable period of time according to the circumstances, otherwise the Executive Director may order such Motor Vehicle(s) towed from the premises at the Motor Vehicle Owner's expense and liability.

3.5.1.6 Motor Vehicles found to be blocking or obstructing Airport Operations will, at the discretion of the Executive Director, be removed. If any such Motor Vehicle cannot be moved because of needed repairs, the Executive Director may order it towed from the Airport at the Motor Vehicle Owner's expense and liability.

3.5.1.7 No person shall operate any Motor Vehicle which is in such physical or mechanical condition as to endanger persons or property.

3.5.1.8 In all cases, ARFF and other emergency Motor Vehicles have right-of-way.

3.5.2 AUTHORIZATION TO MOVE VEHICLES

The Executive Director has the discretion to remove, or cause to be removed at the Motor Vehicles Owner's expense from any restricted or reserved area, any Roadway or right-of-way, or any other area on the Airport any Motor Vehicle which is disabled, abandoned, or illegally or improperly parked, or which creates a safety or operations problem. The Airport Authority shall not be liable for damage to any Motor Vehicle or loss of personal property which might result from the act of removal.

3.5.3 PROPER USE

3.5.3.1 No person shall operate any Motor Vehicle on the Airport other than on the roads or places authorized by the Executive Director for use by that particular type of Motor Vehicle.

3.5.3.2 No person shall use the roads or walks on the Airport in such manner as to hinder or obstruct proper use.

3.5.3.3 No person shall operate a Motor Vehicle in a reckless or dangerous manner or at a speed greater than posted.

3.5.4 PEDESTRIANS

Pedestrians in marked crosswalks shall have the right-of-way at all times over vehicular traffic.

3.5.5 LESSEE AND EMPLOYEE PARKING

All employees of companies, organizations or agencies having tenancy on the Airport shall park only in designated parking areas.

3.5.6 MOTORCYCLES AND BICYCLES

Every person riding a motorcycle or bicycle upon a public access Airport Roadway shall be granted all rights and shall be subject to all duties made applicable to the Driver of a Motor Vehicle, except as to such regulations which by their nature can have no application. Motorcycles and bicycles are strictly prohibited from operating or parking on lawns or sidewalks.

3.5.7 TAXICABS; LIMOUSINES; TRANSPORTATION NETWORK COMPANIES; BUSES

3.5.7.1 All persons operating Limousines, Taxicabs or Buses, or providing Transportation Network Services on the Airport for the purpose of transporting persons or passengers for hire shall, as appropriate, comply with these Rules.

3.5.7.2 All Limousines, Taxicabs, vehicles providing Transportation Network Services, and Buses shall be parked in such a manner and in such areas as may be designated from time to time by the Executive Director.

3.5.7.3 All Motor Vehicles operated by Bus, Taxicab or Limousine companies or provided by Transportation Network Services shall be kept in good operating condition and appearance, and the right is reserved by the Executive Director to order the removal from Airport property of any Motor Vehicles that are deemed unsafe.

3.5.8 MOTOR VEHICLE AND DRIVER REGULATIONS APPLICABLE TO THE AOA GENERALLY

3.5.8.1 No person shall park a Motor Vehicle on the AOA in an Aircraft parking area or grass area or in a manner so as to obstruct or interfere with any Hangar or ramp area.

3.5.8.2 No person operating or driving a Motor Vehicle on the AOA shall drive at a speed that will endanger any Aircraft, Motor Vehicles, or personnel. Factors including, but not limited to, weather and visibility shall be taken into consideration to determine safe operating speed. Maximum ramp speed is 15 mph and maximum speed around Aircraft is 5 mph.

3.5.8.3 No Motor Vehicle shall pass between an Aircraft and passenger terminal or passenger lane when the Aircraft is parked at a gate position, except those Motor Vehicles servicing the Aircraft. All other Motor Vehicles must drive to the rear of the Aircraft and shall pass no closer than twenty (20) feet from any portion of the Aircraft.

3.5.8.4 Enplaning or deplaning passengers and moving Aircraft shall have the right-of-way at all times over vehicular traffic. Motor Vehicle Drivers must yield the right-of-way.

3.5.8.5 No person shall operate any Motor Vehicle that exceeds its licensed load or carrying more passengers than the number for which the Motor Vehicle was designed; ride on the running board or stand up in the body of a moving Motor Vehicle; or ride with arms or legs protruding from the body of a Motor Vehicle, except when the Motor Vehicle was designed for such use.

3.5.8.6 No fuel truck shall be brought into, stored, or parked within fifty (50) feet of the Airport Terminal Building unless authorized by the Executive Director. All ramp Motor Vehicles and equipment shall be parked within designated areas and in approved parking locations. Fuel trucks or comparable sized Motor Vehicles shall not be operated under any passenger loading bridge.

3.5.8.7 No person shall park, or leave unattended, Motor Vehicles or other equipment that interfere with use of a facility by others or prevent movement or passage of Aircraft, emergency vehicles or other Motor Vehicles or equipment or in way hinders Airport Operations.

3.5.8.8 No person shall park a Motor Vehicle or equipment within fifteen (15) feet of a fire hydrant or in such a manner as to prohibit or restrict access to a fire hydrant.

3.5.8.9 No person shall operate a Motor Vehicle or other equipment within the AOA while under the influence of alcohol or any drug that impairs, or may impair, the operator's abilities.

3.5.8.10 Each Motor Vehicle operator utilizing an Airport Access Gate shall ensure that the gate closes behind their Motor Vehicle prior to leaving the vicinity of the gate and shall ensure that no unauthorized Motor Vehicles or persons gain access to the AOA while the gate is open.

3.5.8.11 Motor Vehicles shall not be operated in a reckless or careless manner. A reckless manner is one which indicates an indifferent or wanton disregard for the safety of persons or property. A careless manner is one which, through carelessness or without due caution, threatens the life or safety of any person or threatens damage or destruction to property.

3.5.8.12 No Motor Vehicle shall be driven over any unprotected hose of a fire department without the consent of a fire department official.

3.5.8.13 No person shall operate an automobile, a motor scooter, motorcycle, truck, or other Motor Vehicle on the Airport unless its exhausts are protected by screens or baffles to prevent the escape of sparks or the emission of flame.

3.5.9 MOTOR VEHICLE AND DRIVER REGULATIONS APPLICABLE TO THE MOVEMENT AREA SPECIFICALLY

3.5.9.1 Drivers must properly display an Airport Authority access badge or be escorted in accordance with the Airport Security Program.

3.5.9.2 No Unescorted Motor Vehicle shall be operated on the Movement Area unless the Motor Vehicle is equipped with a two-way radio and is in continuous communication with ATCT. The Driver must be licensed to operate the class of Motor Vehicle by an appropriate state licensing agency, as required by State law or by the Drivers' employer through a company training/certification program. The Driver must properly display an Airport Authority access badge or be escorted in accordance with the Airport Security Program.

3.5.9.3 No person shall park a Motor Vehicle on the Movement Area, safety area, grass area, or in a manner so as to obstruct or interfere with any Movement Area.

3.5.9.4 Unescorted Ground support equipment such as fuel trucks, tractors and other ramp vehicles, shall not enter the Movement Area, or cross Runways, unless an emergency condition exists and approval is received from the Airport Authority. If approval is granted, ground support Vehicles must be escorted by Airport Authority personnel.

3.5.9.5 All Motor Vehicles and equipment operating on, though, or within the Movement Area shall display an approved flashing light or strobe, which is visible to ATCT from all directions and of sufficient brilliance. During daylight, an orange and white-checkered flag, of at least three (3) feet square in size, may be displayed, in lieu of an operable beacon, on an appropriate staff attached to the Motor Vehicle so as to be readily visible if so approved by the Executive Director.

3.5.9.5.1 No Motor Vehicle shall be permitted on the Movement Area unless it is in sound mechanical condition with unobstructed forward and side vision from the Driver's seat.

3.5.9.5.2 All Motor Vehicles operated on the Movement Area must be covered by Motor Vehicle liability insurance in amounts required by the Executive Director.

3.5.9.5.3 All unescorted Lessee Motor Vehicles operated on the Movement Area must be marked with the appropriate company logo at least six (6) inches in height.

3.5.9.5.4 Carts or pieces of equipment being towed or carried after dark must have rear reflectors or rear lights.

3.5.9.5.5 All Motor Vehicles that are so equipped, must operate with headlights "on" when on any open portion of the Movement Area.

3.5.9.5.6 All work occurring on the Movement Area will be conducted so as to permit rapid removal of equipment, supplies, and workers for Aircraft taxiing, landing, or taking off. The only exception to this requirement will be when the work area is closed to and isolated from Aircraft movements.

3.5.9.5.7 All Motor Vehicle and equipment operators and pedestrians must obtain ATCT approval, during the hours Lincoln Air Traffic Control Tower (ATCT) is in operation, for entry into any open portion of the Movement Area and/or Runway/Taxiway safety areas and must comply with all ATCT instructions.

3.5.9.5.8 All Motor Vehicle operators shall announce their intentions on the common traffic advisory frequency (CTAF – 118.50 MHz) prior to entering the Movement Area during times when ATCT is not operating. Use of the CTAF shall be in accordance with the Lincoln Airport Drivers Training Program, the Airport Certification Manual and the Aeronautical Information Manual (AIM).

3.5.9.5.9 All Motor Vehicle operators shall monitor the automated terminal information system frequency (ATIS – 118.05MHz) prior to entering the Movement Area. Instructions provided on the ATIS shall be complied with at all times.

3.5.9.5.10 Installation of two-way radio equipment in a Motor Vehicle will not be construed as permission for that Motor Vehicle to operate on, within, or through the Movement Area.

3.5.9.5.11 Where one Motor Vehicle or pedestrian of several is radio equipped, that operator of the radio shall be responsible for relaying messages to, and responsible for controlling the movement of the other operators and pedestrians while in the Movement Area.

3.5.9.6 In the event of a two-way radio failure and loss of communications with the control tower when operating a Motor Vehicle on the Movement Area, the Driver shall turn his Motor Vehicle toward the tower and flash his headlights. After receiving the proper light gun signals from the tower, the Driver shall proceed as directed. All personnel who drive Motor Vehicles on the Movement Area shall be instructed in the meaning of all FAA light gun signals and must have a placard depicting those light gun signals in the Motor Vehicle with them at all times.

3.5.10 PENALTIES AND SUSPENSION OF DRIVING PRIVILEGES

3.5.10.1 Penalties for failure to comply with the AOA or Movement Area vehicular traffic regulations shall include written warnings, suspension of AOA or Movement Area driving privileges and/or revocation of such driving privileges.

3.5.10.2 The Airport Authority will provide a copy of all written warnings issued to an operator or to the local manager of the company owning or in possession and control of the Motor Vehicle or Vehicles involved in the violation(s).

CHAPTER 3.6

PARKING

3.6.1 AUTHORIZED PARKING

All places upon the Airport, unless specifically established or designated for vehicular parking, shall be "No Parking" areas, and no person shall stop, stand, or park a Motor Vehicle any place upon the Airport other than places specifically established or designated for vehicular parking.

3.6.2 UNAUTHORIZED PARKING

3.6.2.1 No person shall stop, stand, or park a Motor Vehicle at any location upon the Airport in violation of, or contrary to, the provisions contained in any sign or markings giving notice of any stopping, standing or parking limitations or prohibitions.

3.6.2.2 No person shall stop, stand, or park a Motor Vehicle on the Airport in such a manner as to interfere with or prevent the free and proper passage of other Motor Vehicles or Aircraft. No Motor Vehicle shall be parked in such a manner as to obstruct access to or from a Hangar or Taxiway. Parked Motor Vehicles left unattended outside of a Hangar are subject to being towed away at owner's expense.

3.6.2.3 Where there are Roadways in place, no person shall double park or stop a Motor Vehicle on the Roadway side of any other Motor Vehicle, except that a Motor Vehicle may be stopped at the Roadway side of a Motor Vehicle while waiting for another Motor Vehicle to clear a parking space where such other Motor Vehicle is actually doing so.

3.6.2.4 No person shall park or operate a Motor Vehicle on any Roadway for the principal purpose of greasing, oiling, lubricating, painting, fueling, or repairing such Motor Vehicle, except those repairs deemed necessary to remove the Motor Vehicle from the Roadway and which are required to be made because of an emergency.

3.6.2.5 No person shall stop, stand, or park a Motor Vehicle for loading, unloading, or any other purpose on the Airport other than in the areas designated for this purpose unless otherwise authorized by the Executive Director.

3.6.2.6 Parking on shoulders or Roadways on Airport property is prohibited. Motor Vehicle parking that obstructs any portion of the AOA, Roadways or nonpublic area is prohibited. Parking or driving on any turf area is prohibited.

3.6.2.7 Service vehicles and equipment when not in use will be parked in areas designated by the Executive Director.

3.6.2.8 Refueling Vehicles shall be parked in such a manner as to comply with Section 3.4 of the Rules, the Airport Certification Manual and all safety and fire prevention codes.

3.6.2.9 Persons parking Motor Vehicles at the Airport are subject to these Rules, state laws, and City ordinances concerning parking of Motor Vehicles and to the penalties established for violation thereof. The Executive Director is authorized to have Motor Vehicles parked in violation of the Rules towed or otherwise moved at Motor Vehicles Owners' expense and without liability to the Airport Authority. In addition, the Airport Authority reserves the right to rescind parking privileges from any person for violation of any of these Rules.

3.6.3 RESERVED, POSTED, OR RESTRICTED PARKING AREAS

3.6.3.1 The Executive Director is authorized to reserve all or any part of the parking lots or other areas not under lease or Permit for the sole use of Motor Vehicles of the Airport Authority, its officers or employees, Lessees, or for such visitors to the Airport as he may designate, and to indicate such restrictions by appropriate markings and/or signs; designate a parking time limit on any portion of said lots; designate any portion of said lots as a passenger loading zone or a freight loading zone; designate any portion of said lots as a "No Stopping," "No Waiting," or "No Parking" area; designate where and how Motor Vehicles shall be parked by means of parking space markings; designate direction of travel and indicate same by means of appropriate signs and/or markings.

3.6.3.2 When appropriate signs and/or markings have been installed, no person may park or drive a Motor Vehicle on any portion of such lots reserved for the exclusive use of any Motor Vehicles unless authorized by the Executive Director.

3.6.3.3 Motor Vehicles parked in any garage, parking lot or other authorized parking area reserved for public, private or employee use, shall park in such manner as to comply with all posted and/or painted lines, signs, and rules. No person shall park a Motor Vehicle in an area or parking lot requiring payment for parking thereon without paying the required parking fee.

3.6.3.4 Motor Vehicles displaying a validly issued and unexpired handicapped parking Permit, may park in designated handicapped parking areas for such periods as indicated by appropriate signs and/or markings. Motor Vehicles not displaying a validly issued and unexpired Permit may be towed.

3.6.4 PAY PARKING FACILITIES

3.6.4.1 The following Rules shall apply to the parking of private Motor Vehicles in the Terminal Parking Facility. The Terminal Parking Facility at the Airport consists of three areas: south parking, north parking and the parking garage.

3.6.4.2 A parking fee is charged for each of the above areas based on the type of the parking facility and length of time parked.

3.6.4.3 All Drivers shall follow parking directions as posted at the parking lot entrances.

3.6.4.4 No person shall exit without paying the full parking charge as determined by the parking lot operator, except as indicated in this section. The cashier will determine the amount due from either the ticket or in the event the ticket is lost, the Motor Vehicle License Plate Inventory. In the event the ticket is lost and the Motor Vehicle License Plate Inventory does not contain the license plate of the Motor Vehicle, a twenty-four (24) hour parking charge shall be due and payable. When there is a conflict between the ticket and the Motor Vehicle License Plate Inventory, the Inventory shall govern.

3.6.4.5 It shall be unlawful for any Driver to refuse or fail to pay the full amount of the charges due and payable as determined by the cashier.

3.6.4.6 It shall be unlawful for any Person to use the parking facilities for the purpose of making commercial deliveries without paying the parking charges.

3.6.4.7 The following classes of Motor Vehicles and Drivers will be permitted to exit the parking facilities without charge, provided they comply fully with all requirements:

3.6.4.7.1 Persons representing companies or governmental agencies with whom the Airport Authority does business and who are at the Airport for a specific prearranged business purpose, will obtain a ticket upon entry and will be allowed to exit without charge upon presentation of the ticket with Airport Authority validation.

3.6.4.7.2 Drivers of emergency vehicles (ambulances or fire trucks) responding to any emergency at the Airport shall be allowed to exit at no charge, but will obtain a ticket at entry and surrender said ticket upon exiting. When possible, upon exiting, the Driver of the Motor Vehicle will sign the backside of the ticket. If not possible, a parking facility supervisor will identify the ticket by printing the type of Motor Vehicle, Motor Vehicle number or license plate, and "Emergency" on the backside of the ticket. At no time will an emergency vehicle be delayed upon entering or exiting the public parking facilities.

3.6.4.7.3 Any individual entitled to free parking under the provisions of this section that loses or otherwise is unable to produce his ticket, shall pay for parking according to the Motor Vehicle License Plate Inventory, except for emergency response personnel as described in 3.6.5.6.2 above. Misuse of free parking privileges by any person, whether or not an Airport Authority employee, will result in such privileges being rescinded. Such privileges may be reinstated at the discretion of the Executive Director.

3.6.4.8 No refunds will be made by the parking facility operator without the written authorization of the Executive Director.

- No refunds will be made after six (6) months from the time of exit.
- No refund will be made if the customer does not provide a receipt.
- No refund will be made if a customer loses his ticket.
- No refunds will be made due to flight delays, weather problems, acts of war or any other reason not directly caused by the parking operation, except as approved by the Executive Director.

3.6.4.9 No rate adjustments will be made if the stay is less than twenty-four (24) hours unless, at the discretion of the Executive Director, it is determined to be related to queue lines at the toll plaza.

3.6.4.10 A customer may request the freezing of his parking charges if his automobile is disabled. The customer must notify the parking lot operator or the Airport Authority of the problem immediately. Freezing of charges will not be backdated.

3.6.4.11 Any Driver who intentionally or recklessly breaks the entry gate arm and/or who tampers with the revenue control system will forfeit his right to park in the pay parking area. Such Driver shall be responsible to pay for any repairs required.

3.6.5 NO LIABILITY FOR LOSS OR THEFT

The Airport Authority does not warrant the security of parked Motor Vehicles and is not responsible for loss or damage through the towing of unauthorized Motor Vehicles, theft, and vandalism, weather or otherwise.

3.6.6 ABANDONED MOTOR VEHICLES

A motor vehicle that is an abandoned vehicle as defined by State law shall be subject to removal from Airport property and disposed of in accordance with State law.

CHAPTER 3.7

FIRE SAFETY

3.7.1 APPLICABILITY AND COMPLIANCE

All persons, companies, and agencies engaged in any activity at the Airport, whether occupying Airport owned buildings or otherwise, shall comply with all applicable City, County, State, and Federal fire regulations and applicable lease terms. The following additional rules and/or clarifications apply at the Airport.

3.7.2 FIRE EXTINGUISHER AND EQUIPMENT

3.7.2.1 The Lessee of any Hangar or building on the Airport shall be responsible per lease for the furnishing and maintaining of adequate first aid and fire equipment meeting the minimum requirements of applicable municipal, state or federal regulations unless otherwise stated in the lease.

3.7.2.2 Airport fire protection systems and fire extinguisher equipment shall not be tampered with at any time, nor used for any purpose other than firefighting or fire prevention.

3.7.2.3 All extinguishers and other such equipment shall be inspected annually as required by State and City.

3.7.2.4 All fire doors and other fire prevention apparatus shall be accessible and kept unobstructed at all times.

3.7.2.4 Any fire extinguisher located outside of a structure on the AOA, whether unattached, attached to a vehicle, or mounted on a structure shall be BC rated or equivalent. ABC rated fire extinguishers are not allowed on the AOA outside of a structure without specific written permission from the Executive Director.

3.7.3 OPEN FLAMES

3.7.3.1 No person shall initiate or maintain any open fire of any type, including barbequing charcoals, wood fires, propane gas grills and natural gas grills, etc., on any part of the AOA without permission from the Executive Director. Additionally, no open fire shall be allowed on Airport property if such fire would normally require a City Permit unless prior permission from the Executive Director has been obtained.

3.7.3.2 Every person observing any unattended or uncontrolled fire on Airport premises shall immediately report it directly to 911 and the Communications Center (402-458-2480). No person shall make any regulation or order, written or verbal, which would require any person to take any unnecessary delaying action prior to reporting such fire.

3.7.4 USE OF FLAMMABLE MATERIALS

No person shall use matches, lighters, or other means of kindling fire within the AOA except in designated smoking areas.

3.7.5 DISCHARGE OF COMBUSTIBLE LIQUIDS

No Lessee, shipper, individual or other entity shall permit or cause to be permitted the discharge of flammable or combustible liquids or any waste liquid containing crude petroleum or its products into or upon any street, highway, drainage canal or ditch, storm drain, flood control channel, lake, waterway, or the ground on the Airport.

3.7.6 HEATING EQUIPMENT

All heating equipment and fuel burning appliances installed on the Airport shall be listed by an appropriate testing agency for its intended use, comply with the requirements of the Uniform Mechanical Code and the applicable standards of the National Fire Protection Association.

3.7.7 STORAGE

No person shall possess or store any flammable or combustible liquids, gases, explosives, rapid-burning substances, or large quantities of ordinary combustibles in Hangars, buildings, or grounds of the Airport, except in rooms, buildings, or areas on the Airport specifically approved for such storage by the Lincoln Fire Prevention Bureau. No person shall store or stock material or equipment in such a manner as to constitute a fire hazard, or in a manner which would render firefighting abnormally dangerous or difficult.

3.7.8 COMPLIANCE WITH FIRE SAFETY SIGNS

All persons shall observe and comply with the "No Smoking," "Fire Lane," and all other fire prevention signs.

3.7.9 USE AND DISPOSAL OF HAZARDOUS MATERIALS

All Hazardous Materials, including, but not limited to, flammable and/or toxic substances, shall be used, stored, and disposed of, in accordance with these Rules and all applicable local, State and Federal rules, regulations and laws and at the sole risk of the user. The user of any hazardous substance shall be fully and personally liable for any violation of such rule, regulation, or law, along with the cost of any cleanup or damage that may result from such use.

CHAPTER 3.8

ENVIRONMENTAL

All persons engaged in any activity at the Airport, shall comply with all applicable local, State and federal Environmental Laws.

3.8.1 HAZARDOUS MATERIALS OR CHEMICAL SPILLS

3.8.1.1 Federal, State, and local laws define Hazardous Materials as any material that is detrimental to the pavement or may pollute the soil, air, or water at the Airport.

3.8.1.2 All storage, transporting and handling of Hazardous Materials to include hazardous waste will be done in accordance with all federal, State and local laws, with particular attention to OSHA and EPA requirements.

3.8.1.3 Persons engaged in handling, storing or transporting hazardous or other toxic chemicals or materials will take all necessary measures to ensure these items are handled properly. If a spill occurs, the Communications Center (402-458-2480) must be contacted immediately.

3.8.1.4 All persons will make the prevention of contamination of sewers, soil and water sources a primary objective in the avoidance or cleanup of spills.

3.8.2 FUEL SPILLS

3.8.2.1 The flight crew and passengers of any Aircraft shall be safely deplaned immediately if a large fuel spill occurs around or under an Aircraft. Passengers shall not be permitted to board the Aircraft or enter a jet bridge to the Aircraft until authorized by fire/rescue personnel.

3.8.2.2 The Communications Center (402-458-2480) shall be immediately notified of all fuel spills.

3.8.2.3 If fuel is discovered spilling from fuel service equipment or from an Aircraft, fuel servicing shall be stopped.

3.8.2.4 If there is no apparent danger of fire, fuel delivery units shall not be moved until the appropriate cleanup and resolution has occurred. No personnel, Aircraft or Motor Vehicle shall be allowed in the area, unless authorized by fire/rescue personnel.

3.8.3 FUEL SPILL CLEANUP PROCEDURES

3.8.3.1 The immediate cleanup and removal of materials used to clean up spilled or dripped fuel, oil, grease or other material is the responsibility of the Aircraft/operator or the Lessee causing the spill. The operator will be responsible for all costs, including any fire department expenditures.

3.8.3.2 Each loading/unloading station and each fueler shall have a supply of absorbent cleaning materials on hand to sufficiently clean fuel spills less than ten (10) feet in any dimension or to initially control a fuel spill in excess of ten (10) feet in any dimension.

3.8.3.3 Any spill or dripped fuel, oil, grease or other material which is flammable or detrimental to the pavement shall be cleaned immediately.

3.8.3.4 Spilled fuel, oil, grease or other material shall not be washed or flushed or allowed to flow into any storm drain system.

3.8.3.5 Materials utilized to clean up spilled fuel, oil, grease or other material shall not be disposed of in any container used for disposal of other non-contaminated trash, garbage, etc. Materials used to clean up fuel, oil, grease or other material shall be disposed of by approved methods in accordance with all local, state and federal ordinances/laws.

3.8.4 LITTER AND OTHER DEBRIS

3.8.4.1 Each Lessee at the Airport shall keep the Leased Premises policed and free from rubbish and debris. Flammable materials shall be stored only in approved containers in or about the Leased Premises, unless otherwise restricted, and all floors shall be clean of fuel, oil and litter.

3.8.4.2 The use of volatile or flammable solvents for cleaning floors is prohibited. Approved metal receptacles with tight-fitting, self-closing covers shall be used for the storage of oily waste rags and similar materials.

3.8.4.3 No person shall place, discharge, or deposit in any manner, papers, trash, rubbish or other refuse anywhere on the Airport, except in receptacles and other such places prescribed by the Airport. All litter and refuse must be covered when transported in Motor Vehicles, and all receptacles for said materials must have covers and be kept closed. Stored or transported litter or garbage must be placed in secured plastic bags.

3.8.4.4 No boxes, pallets, crates, rubbish, paper or litter of any kind shall be stored or permitted to accumulate in or about Hangars. See Section 3.11 for additional Hangar Rules.

3.8.4.5 All empty oil, paint and varnish cans, bottles, or other containers shall be immediately removed from all buildings and not allowed to accumulate.

3.8.5 PROHIBITED WASTEWATER DISCHARGE

In order to protect the sewage system from damage, destruction, deterioration, misuse or malfunction and to guard against hazards to life and limb:

3.8.5.1 No person shall cause the discharge of any polluted water into the storm sewers or into watercourses that traverse the Airport. Persons who allow contaminants to enter the storm water system, either intentionally or unintentionally shall be liable for the clean up of such spill and any fines levied.

3.8.5.2 No user shall increase the use of processed water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with pollutant specific limitations developed by the City of Lincoln.

3.8.6 NOISE ABATEMENT

Run-ups shall be conducted only at times and in those areas designated by the Executive Director. The most current Run-up procedures, locations and limitations shall be posted on the Lincoln Airport web site at www.lincolnairport.com.

3.8.7 DUTY TO NOTIFY

Primary responsibility for prevention and cleanup of spills rests with the individual airline, FBO, person or other entity causing the spill. Persons involved with any hazardous material or chemical spill, regardless of the size or amount, shall immediately notify the Communications Center (402-458-2480). Notifications should include the type of material spilled, amount, time, location, if contained, and any other pertinent information available. Additionally, if any claim, demand, action or notice is made against the person regarding the person's failure or alleged failure to comply with any Environmental Laws, the person shall immediately notify the Airport Authority and within twenty-four (24) hours submit a written report to the Executive Director in writing, and shall provide copies of any written claims, demands, actions or notices so made.

3.8.8 ENVIRONMENTAL REMEDIATION

3.8.8.1 All persons shall take steps necessary to remedy and remove any Hazardous Materials and any other recognized environmental concerns to protect the public health and safety.

3.8.8.2 Should the Airport Authority determine that during the course of an environmental incident the responsible party is not capable of, has not, or refuses to take the appropriate action in a timely manner to mitigate the adverse environmental incident (in the sole discretion of the Airport Authority), then the Airport Authority reserves the right to take action and/or employ those services that the Airport Authority determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the responsible party.

CHAPTER 3.9

CONSTRUCTION

3.9.1 CONSTRUCTION ON THE AIRPORT

Any construction or alteration taking place on Airport property shall be performed in compliance with all applicable lease terms, Airport Authority requirements and City of Lincoln ordinances.

All traffic control and traffic control devices, signs, and barricades shall conform to the "Traffic Control Manual for Street Construction and Maintenance Operations, City of Lincoln," the State of Nebraska Department of Roads, Standard Plans and the Manual on Uniform Traffic Control Devices. The Contractor shall provide traffic control signs as required and approved by the Airport Authority and the City of Lincoln Transportation and Utilities Department.

3.9.2 CONTRACTOR'S OPERATIONS ON THE AIR OPERATIONS AREA (AOA)

3.9.2.1 The Contractor shall control its operations to cause a minimum of interference with vehicular traffic, and airport and aviation operations. The Contractor shall comply with all requirements of this Section. The Contractor shall limit its operations to the limits of construction as shown on the plans. The Contractor shall keep the Airport Authority's Airport Representative completely informed daily of any operations that affect safety and the operations of the Airport.

3.9.2.2 The Contractor, while within any open portion of the Movement Area (AOA), shall at all times maintain continuous two-way radio contact with the Control Tower (ATCT) on 121.9 MHz and follow their instructions immediately. The Contractor shall not occupy or cross an open Runway or open Taxiway without permission from the Authority and ATCT. The Contractor shall immediately remove any debris that it may deposit on pavement that is available for Aircraft movements.

3.9.2.3 The Contractor shall keep all personnel, equipment, and materials 260 feet, or as otherwise specified by the Airport Authority, clear of the centerline of any Runway and 100 feet clear of the centerline of Taxiways open to Aircraft operations. Equipment may be parked and material stored only in the locations designated on the plans or otherwise approved by the Airport Authority. The Contractor, at no cost to the Airport Authority, shall repair any damage to existing pavement, turf, cables, utilities and incidentals that are due to the Contractor's operations. Prior to any construction or hauling activities, the Contractor shall make a photo/video log of existing conditions of all existing pavements, turf, utilities that may be affected by the Contractor's operations.

3.9.2.4 Prior to commencing work, a pre-construction conference may be held. As the work proceeds, construction progress conferences may also be held. The purpose of these conferences is to discuss such matters as safety, labor provisions, operations, responsibilities, scheduling, etc. The Contractor shall have its authorized representative attend these conferences. At the construction progress conference, the safety/phasing plan will be reviewed and revised, if

necessary, for each sequence of work while identifying definite haul routes to assure proper attention to safety provisions. The Contractor's on-site authorized representative, project superintendent and lead foreman shall familiarize themselves with FAA Advisory Circular 150/5370-2 Operational Safety on Airports During Construction.

3.9.2.5 Prior to beginning digging, the Contractor shall have contacted Diggers Hotline of Nebraska (1-800-331-5666), the City of Lincoln (402-441-7571 and 402-441-7961), FAA Tech Ops (402-458-7880), the National Weather Service (402-359-5166), the Nebraska Air National Guard (402-309-1234), and the Airport Authority (402-458-2423) for assistance in the necessary location of electric, telephone, gas, water, sewer, communication, and lighting lines and other cables/utilities within the construction site and at material and equipment storage sites.

3.9.2.6 During all construction phases, no interruption of airfield lighting on Runways or Taxiways open to Aircraft operations will be permitted except during VFR (Visual Flight Rules) conditions and not without prior approval from the Airport Authority. To ensure no interruption of airfield lighting due to construction operations, the Contractor shall provide temporary wiring as required. VFR conditions are defined as ceilings greater than one thousand (1000) feet and visibility greater than three (3) miles.

3.9.2.7 The Contractor may work within the areas designated as Runway Safety Area (RSA) only after the Airport Authority has issued the appropriate NOTAM. If work is required in the RSA, the Contractor shall notify the Airport Authority 48 hours before such work.

3.9.2.8 When the Runway is reopened for operation, there shall not be any open trenches or excavations permitted within two hundred sixty (260) feet of the Runway centerline.

3.9.2.9 The Contractor shall at all times give right-of-way to Aircraft and ARFF (Aircraft Rescue and Fire Fighting) vehicles.

3.9.2.10 Barricades and warning signs shall be in accordance with AC 5370-2 and are subject to the Airport Authority's approval. Also, markers on or near airfield pavement shall be less than 16 inches in height. Barricades shall be placed at locations shown on the plans or as designated by the Airport Authority.

3.9.2.11 The Contractor shall provide, at a minimum, the traffic control devices and signage addressed and required on the plans for the control of traffic during construction. The Contractor shall coordinate all signage placement and changes with the Airport Authority twenty-four (24) hours prior to implementing any changes. The Contractor shall provide adequate signage for warning traffic of turning trucks, construction ahead, reduced speed limit or any other signage required for this project.

3.9.2.12 The Contractor shall at all times comply with the requirements of the Airport Authority's Security Program.

3.9.3 AOA ACCESS; GATES AND ESCORTS

3.9.3.1 Access to the storage, stockpiling and construction sites by the Contractor shall be in accordance with this Section and the approved plans unless authorized otherwise in writing by the Airport Authority.

3.9.3.2 The gates at access points shall be locked at all times, except when actually being used by the Contractor. The Contractor may be issued keys or other access media to the appropriate gate(s) upon completion of the application process and training described below. A charge will be levied for each key lost, stolen and otherwise not returned to the Airport Authority. When a gate is being used, the Contractor or the Authority shall continuously provide at the gate a person approved as an Escort. This person shall allow through the gate only personnel and equipment identifiable as belonging to the Contractor. The person(s) at the gates shall immediately follow the instructions of the Airport Authority in the event there is any noncompliance with specifications including escort provisions. Immediate reporting capability from the gate is required, i.e., cellular telephone, etc.

3.9.3.3 At all times each Contractor's personnel shall be continuously accompanied by an employee of the Contractor that has been approved by the Airport Authority as an Escort. Escorts will be issued identification badges by the Airport Authority and they shall at all times wear the badges in an exposed position. Each applicant for an Airport Identification badge must successfully complete the required training prior to receiving such a badge. It shall be the Contractor's responsibility to assure all necessary individuals successfully complete this training. A properly completed application for Airport Identification must be filed with the Airport Authority no later than twenty-four (24) hours prior to the scheduled training date. Payment shall be made to the Airport Authority for each badge at the time it is issued. A charge of not less than fifty dollars (\$50.00) will be levied for each badge lost, stolen, rendered unusable for other than normal wear, or not otherwise returned to the Airport Authority. The Contractor shall comply with the monthly identification and key reporting requirements.

3.9.4 MOTOR VEHICLE AND EQUIPMENT IDENTIFICATION ON THE AOA

3.9.4.1 If Motor Vehicles or equipment belonging to the Contractor, subcontractors, and suppliers, should need to go within the AOA for any reason, the Motor Vehicle or equipment shall display an Airport Authority approved amber flashing beacon or strobe unless specifically exempted from this requirement by the Airport Authority. All beacons and strobes shall be visible from 360 degrees and of such brilliance that they are readily visible, under normal daylight conditions, from the area of use to the Control Tower. In lieu of an operable beacon or strobe, an orange and white-checkered flag, at least three (3) feet by three (3) feet in size, may be displayed on an appropriate staff attached to the Motor Vehicle and equipment as to be readily visible. This option is approved for daylight operations only and subject to the discretion of the Airport Authority. Motor Vehicles and equipment not in compliance with the lighting or flagging requirements of this paragraph shall not access the AOA unless escorted by an appropriately equipped Escort Motor Vehicle.

3.9.4.2 All Motor Vehicles and equipment shall prominently display the appropriate company or organizational name and/or logo or emblem in a manner approved by the Airport Authority.

3.9.5 INSURANCE

3.9.5.1 The Contractor shall purchase and maintain such insurance as specified and other insurance as is appropriate for the work being performed, and as will provide protection from claims which may arise out of or result from the Contractor's performance of work whether it is to be performed by the Contractor, any subcontractor or supplier, or anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable as required by contract or lease.

3.9.5.2 When required, a Certificate of Insurance, on an ACORD or other approved form, must be delivered to the Airport Authority prior to commencing any activities on the project site. It must contain the provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the Airport Authority. Additional Insured and Waiver of Subrogation endorsements shall be specifically noted on the certificate. The insurance shall include an endorsement to cover work on an airport.

3.9.5.3 Insurance required to be purchased and maintained by the Contractor shall include, at minimum, the specific coverage and be written by companies to be approved by the Airport Authority, for not less than the limits of liability specified in the contract or lease or required by laws or regulations, whichever is greater.

3.9.6. CLEANUP AND DISPOSAL

All waste and removed material produced as a result of the Contractor's operations and not reused in the project or to be turned over to the Airport Authority shall be cleaned up and disposed of off Airport property by the Contractor.

3.9.7 COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate fully with other Contractors working on the Airport.

3.9.8 RECORD DRAWINGS

The Contractor shall maintain an accurate set of record drawings for all work performed and submit them to the Authority upon completion of the project. Unless this requirement is waived or modified by the Authority, the submitted record drawings shall consist of one hardcopy, a PDF digital version, and a copy of the final CAD files along with any necessary reference files.

CHAPTER 3.10

SECURITY

The access badge required for unescorted access to the AOA will be obtained from the Airport Authority via the Communications Center (402-458-2480). To receive such access, TSA required checks, including a security threat assessment, a criminal history background check and fingerprint check, will be performed as required. Badge holders must agree to comply with TSA regulations and the Airport Authority Airport Security Program.

3.10.1 UNESCORTED ACCESS; AIR OPERATIONS AREA (AOA)

Unescorted access to the Air Operations Area is limited by badge type and color.

Blue: Authorizes access to all of the AOA, including the Secured Area and Movement Areas.

Red: Authorizes access to the Secured Area and AOA Non-Movement Areas.

Brown: Authorizes access to the AOA Movement and Non-Movement Areas, excluding the Secured Area.

Green: Authorizes access to AOA Non-Movement Areas only, excluding the Secured Area.

A "D" designation on the badge authorizes Motor Vehicle gate access and Motor Vehicle usage. An "X" designation on the badge indicates that the badge holder does NOT have the authority to escort an unbadged individual.

3.10.2 CONTROL, USE AND DISPLAY OF AIRPORT ACCESS CONTROL MEDIA

3.10.2.1 All access control media are the property of the Airport Authority and as stated on the badge must be immediately surrendered to the Airport Authority upon demand.

3.10.2.2 Access control media authorizing access to the Movement Area or Secured Area must be continuously displayed on the outermost garment, above the waist, while within the Movement Area or Secured Area and whenever instructed by the Airport Authority.

3.10.2.3 Access control media which allows access to non-Secured and non-Movement Areas only must be in the possession of the authorized badge holder at all times while within those areas and must be produced upon challenge.

3.10.2.4 Access control media shall be kept current and in such a condition to make visual identification certain and is the holder's responsibility to replace if necessary and at the owner's expense. Access control media is available through the Communications Center (402-458-2480).

3.10.2.5 Access control media are issued for individual use only and shall not be borrowed from another and shall not be loaned to another for any reason.

3.10.2.6 Loss of access control media shall be reported immediately and without delay to the Communications Center (402-458-2480).

3.10.3 ESCORT AND CHALLENGE PROCEDURES

3.10.3.1 Individuals authorized unescorted access to the Secured Area may escort individuals who have not been issued media authorizing unescorted access to the Secured Area. "Positive" escort procedures must be used, meaning that the escorted party must be within the sight and hearing of the authorized Escort and must be under their control at all times. The Escort shall ensure that the escorted party engages only in authorized activities.

3.10.3.2 In the Secured Area, all holders of Airport access media authorizing them access to that area shall verbally challenge any person who is within the Secured Area without proper access media displayed. Airport Authority law enforcement officers are available for response at any time if needed for support and assistance by dialing 2480 on an Airport PBX telephone, 402-458-2480 from any other telephone or by causing radio equipped personnel to contact the Communications Center by radio.

3.10.3.3 In the non-Secured Areas, Lessees shall be responsible for the security of their leased areas and shall monitor and escort their respective customers to ensure that there is no deviation from authorized areas and activities.

3.10.3.4 In the non-Secured Areas, it is the responsibility of any holder of Airport access media authorizing them access to that area to verbally challenge any person recognized as not having access authorization. Airport Authority law enforcement officers are available for response at any time if needed for support and assistance by dialing 2480 on an Airport telephone, by dialing 402-458-2480 from any other telephone or by causing radio equipped personnel to contact the Airport Communications Center by radio.

3.10.4 SECURITY RESPONSIBILITIES OF EMPLOYEES AND OTHER PERSONS

3.10.4.1 No person may:

3.10.4.1.1 Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

3.10.4.1.2 Enter, or be present within, a Secured Area, AOA, SIDA, or Sterile Area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

3.10.4.1.3 Use, allow to be used, or cause to be used, any Airport-issued or Airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Motor Vehicles in Secured Areas, AOA's, or SIDA's in any other manner than that for which it was issued by the Airport Authority.

3.10.4.2 Airport Authority Police Officers and other local law enforcement officers have the power and authority to enforce laws, ordinances, Rules and Regulations on the Airport.

3.10.4.3 Commercial Operators and Lessees are responsible for the security of all Aircraft and other private property entrusted to their care on the AOA or other locations within their leased areas of responsibility.

3.10.4.4 Commercial Operators, Lessees and their employees are responsible for controlling access to doors, gates and other passageways between the AOA and the public areas of the Airport through their leased areas.

3.10.4.5 A breach in security caused by a Commercial Operator or Lessee or its employee that results in a TSA or Executive Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and the Airport Security Program.

CHAPTER 3.11

HANGARS

3.11.1 HANGARS; LEASE REQUIRED; NO ASSIGNMENT

Persons desiring to use any of the Airport's Hangars shall have a written Lease with the Airport Authority. Unless otherwise authorized in the Lease, no Lease of a Hangar shall be assigned and no Hangar shall be sublet to any other Person.

3.11.2 COMMERCIAL/INDUSTRIAL ACTIVITY PROHIBITED

Commercial Operations in or from Non-Commercial Hangars and T-Hangars are prohibited.

3.11.3 HANGARS STORAGE/DISPOSAL OF HAZARDOUS MATERIALS

No flammable, hazardous, or explosive materials shall be used or stored in Non-Commercial Hangars or T-Hangars at any time unless contained within the fuel tanks or engine of the Aircraft. Lessees of Airport Hangars may store no more than twelve (12) quarts (single engine Aircraft) or twenty-four (24) quarts (twin engine Aircraft) of aviation motor oil in their assigned space. Used oil may not be stored and shall be immediately removed from Airport property after maintenance is performed.

3.11.4 MAINTENANCE IN AIRPORT AUTHORITY HANGARS

Persons leasing Non-Commercial Hangars or T-Hangars from the Airport Authority may perform only such minor Aircraft Maintenance within or about the Hangar as would be normally performed by an Aircraft owner without the benefit or assistance of a certified Aircraft mechanic unless the Hangar tenant is a qualified A & P Mechanic. Hangar tenants who are certified A & P mechanics are authorized to perform maintenance on Aircraft they own within their leased Hangar so long as all such maintenance activities are limited to the Aircraft identified in the Hangar Lease and all maintenance performed is carried out in compliance with these Rules and all applicable local, state and federal standards. Maintenance processes involving the use of flammable or hazardous liquids, paint, doping compounds, or other finishing materials are prohibited, except for the changing of engine oil. In the event the services of an Aircraft mechanic are required, and the Hangar tenant is not an A & P Mechanic, the Aircraft must be relocated to an authorized maintenance facility on the Airport.

3.11.5 FUELING/DEFUELING AIRCRAFT

No Aircraft shall be fueled or drained while the engine is running or while in any enclosure. Aircraft must be removed completely from the Hangar prior to fueling, defueling, or starting the engine. For fueling or defueling purposes, 'completely removed' shall mean the point of fueling (fill port) shall be no less than 25 feet from the Hangar.

3.11.6 ENGINE PREHEATING

Preheating of engines shall be restricted to hot air and electrical heaters designed and manufactured for such use.

3.11.7 CLEANING PARTS

The cleaning of motor parts or other parts of Aircraft shall preferably be with nonflammable liquids unless the Aircraft part or motor being cleaned is located a safe distance from other Aircraft or buildings. If volatile flammable liquids are employed for this purpose, cleaning operations shall be carried on in the open air or in a separate room located in the repair shop section and separated from storage and operational area by fire resistant partitions in compliance with the requirements of the City Building Code and applicable National Fire Protection Association standards.

3.11.8 HANGAR FLOORS

Floors shall be kept clean and free from oil. The use of solvents for cleaning Hangar floors is prohibited.

3.11.9 EMPTY CONTAINERS

All empty oil, paint and varnish cans, bottles or other containers shall be removed immediately from the premises and not allowed to remain on floor, wall stringers, or overhead storage areas of Hangars.

3.11.10 REFUSE

No refuse, garbage, or litter of any kind shall be stored or permitted to accumulate in or about Hangars. For Commercial Operations, boxes used in commercial production processes and reusable shipping containers shall be stored in designated areas and in accordance with applicable provisions of the Fire Codes.

3.11.11 RESERVED

3.11.12 MODIFICATION TO FACILITIES

Modifications to any Airport facility, including Hangars, without written permission from the Executive Director are strictly prohibited. Disconnecting, by-passing or otherwise compromising any control or safety device on any Airport facility is prohibited. Any such action shall be considered valid reason to terminate any lease and/or deny persons use of the Airport.

3.11.13 HANGAR USE

3.11.13.1 Non-Commercial Hangars and T-Hangars are to be used primarily for the storage of Aircraft owned or leased by the Lessee, together with storage of tools, parts and other articles

necessary for Lessee's maintenance of the Aircraft. If the Lessee of a Non-Commercial Hangar or a T-Hangar fails or ceases to store an Aircraft in the -Hangar, the Lease is subject to termination.

3.11.13.2 Every Airport that accepts federal grants agrees to the conditions and assurances attached to those grants. Included in those grant assurances is an obligation to ensure that all Hangars are used exclusively for aeronautical purposes.

3.11.13.3 The Airport is required to 1) monitor the use of Hangars and take steps to prevent unapproved non-aeronautical use and 2) ensure that, when a Hangar is temporarily used for non-aeronautical purposes, that users pay a fair market rental rate for the storage space.

3.11.13.4 The FAA permits the following activities (among others) in Hangars:

1. Storing active Aircraft;
2. Actively constructing amateur-built or kit-built Aircraft provided that activities are conducted safely;
3. Sheltering Aircraft for maintenance, repair, or refurbishment, but NOT indefinitely storing non-operational Aircraft;
4. Storing Aircraft handling equipment;
5. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Hangar.

3.11.13.5 The FAA specifically prohibits the following activities (among others) in Hangars:

1. Activities that impede the movement of the Aircraft in and out of the Hangar;
2. Activities that displace the aeronautical contents of the Hangar or impede access to Aircraft;
3. Storage of household items that could be stored in commercial storage facilities;
4. Long-term storage of derelict Aircraft and parts.
5. Residential use of the hangar

CHAPTER 3.12

SCHEDULE OF CHARGES

3.12.1 AIRCRAFT; USE OF AIRPORT; FEES

All Aircraft landing at and using the facilities of the Airport shall pay landing fees, flowage fees, or other fees based upon a rate schedule adopted by the Airport Authority; provided however, this section shall not apply to military aircraft operating in accordance with a joint use agreement. Such rates schedule will be changed or updated from time to time as is deemed necessary by the Airport Authority.

3.12.2 LANDING FEES

Each year the Airport Authority establishes rates and charges for landing fees utilizing the prior fiscal year's actual expenses, including contributed depreciation from capital grants, number of Aircraft landings and Aircraft weights. The calculated landing fee rate is a dollar amount per 1,000 pounds of gross certificated landing weight. A separate landing fee rate is established for contracted air carriers and non-contract air carriers.

3.12.3 FUEL FLOWAGE FEES

Fuel flowage fees apply to Aircraft weighing less than 60,000 pounds gross certificated weight and are paid in lieu of landing fees by Aircraft users of the Airport. These fees are primarily collected and remitted to the Airport Authority by the FBOs.

3.12.4 CERTIFICATED AIR CARRIERS

3.12.4.1 The Airport Authority at its discretion may enter into separate contracts with any Certificated Air Carrier at the Airport.

3.12.4.2 Each Certificated Air Carrier not having a contract with the Airport Authority by which rates are established shall pay fees for each Aircraft landed at the Airport based upon a rate schedule as established by the Airport Authority. Such rate schedule will be changed or updated from time to time as is deemed necessary by the Airport Authority.

CHAPTER 3.13

EXPRESSIVE ACTIVITY; COMPLIANCE WITH RULES

No person or organization shall engage in expressive activity, including proselytizing, (i.e., preaching, evangelizing, or attempting to convert opinions or beliefs), the presentation of petitions for signing or distribution of literature or other Noncommercial materials within the Terminal Building or on the sidewalks immediately adjacent thereto, except in accordance with the terms, conditions and regulations hereinafter set forth. This chapter shall not be construed to prohibit or restrict expressive activity or communication that is incidental to use of the Airport's facilities by persons whose primary purpose for being at the Airport is a reason other than the exercise of free speech rights.

3.13.1 PURPOSE

The provisions of this Chapter are declared to be necessary for the accomplishment of the following purposes:

3.13.1.1 To ensure that only properly authorized persons and organizations have exposure to the traveling public;

3.13.1.2 To restrict such activities to public areas of Airport buildings and premises;

3.13.1.3 To protect persons using the Airport from repeated communications or encounters which might constitute harassment or intimidation; and,

3.13.1.4 To insure the free and orderly flow of pedestrian traffic through the Airport premises.

3.13.2 SOLICITATION OF FUNDS; TERMINAL BUILDING; PROHIBITED

The solicitation of funds within the Terminal Building or upon the sidewalk immediately adjacent thereto is prohibited.

3.13.3 REGISTRATION; INFORMATION REQUIRED

Any person or organization desiring to proselytize or distribute literature within the Terminal Building or on the sidewalks adjacent thereto, shall first register at the Airport Authority office in the Terminal Building and supply the following information in writing:

3.13.3.1 The full legal name, mailing address and telephone number of the person or organization sponsoring, promoting, or conducting the proposed proselytizing activity or distribution of literature who will have supervision of and responsibility for the proposed activity;

3.13.3.2 The full legal names, addresses and telephone numbers of the persons to be engaged in such proselytizing activity or distribution of literature;

3.13.3.3 An exact copy of the proposed literature to be distributed; and

3.13.3.4 Sign a statement acknowledging review of these Appendix B regulations and agreeing to perform all terms and conditions specified herein.

3.13.4 PROHIBITED AREAS

3.13.4.1 All proselytizing activity or distribution of literature, referred to herein, shall be conducted only in or upon those premises which are non-secured, public use areas. Proselytizing activity or distribution of literature shall not be conducted:

3.13.4.1.1 Beyond the predeparture screening points through which passengers and visitors are required to pass when moving toward Aircraft gate positions, i.e., on the side of the predeparture screening points where the gate positions of arriving and departing Aircraft are located;

3.13.4.1.2 In any parking areas, parking garages and parking lots, restroom facilities, restaurants, ticket counters, baggage claim areas, stairways, elevators, escalator or within ten (10) feet of any doorway;

3.13.4.1.3 Within exclusively leased areas or within ten (10) feet of the entrance of any area leased exclusively to a Lessee of the Airport;

3.13.4.1.4 Within ten (10) feet of any person waiting in any ticket line, baggage line, predeparture screening point line, or any other line at the Airport; and

3.13.4.1.5 Within ten (10) feet of any predeparture screening point or any baggage claim device.

3.13.4.2 Each person or organization registering in accordance with the provisions hereof shall be informed and advised of the Terminal Building areas in which proselytizing activity and the distribution of literature may be conducted.

3.13.5 PERSONS PROSELYTIZING; LIMIT

Not more than two (2) persons shall be engaged in proselytizing activity or the distribution of literature in the Terminal Building areas at the same time.

3.13.6 PROHIBITED ACTIVITIES

In the proselytizing activity and distribution of literature described herein, no person shall:

3.13.6.1 In any way obstruct, delay or interfere with the free movements of any other person, seek to coerce or physically disturb any other person, or hamper or impede the conduct of any authorized business at the Airport;

3.13.6.2 Use any sound or voice amplifying apparatus on the premises of the Airport;

3.13.6.3 Sing, chant, dance, or use drums, cymbals or other musical instruments or noise making devices;

3.13.6.4 Erect or place a table, bench, chair, or other structure or thing on any sidewalk or in and upon any premises of the Airport or in any areas of the Terminal Building;

3.13.6.5 Harass persons at the Airport by demanding, threatening or intimidating conduct;

3.13.6.6 Distribute candy, gum or other food snacks, or any food or drink product;

3.13.6.7 Pin, tie, or attach any flower or other symbol, insignia, article, or object on the clothing, luggage or Motor Vehicle of passengers or other persons at the Airport, unless such person has first consented to the pinning, tying or attaching of the flower, symbol, insignia, article or object;

3.13.6.8 Interfere with the free passage of, or access of, other persons along sidewalks or at any entrances to or exits from the Terminal Building or any other structure, place, area or areas of the Airport or obstruct any entrance or exit thereto;

3.13.6.9 Engage in the above activity in any stairwell, staircase, elevator, or escalator, or impede the flow of pedestrian traffic to baggage collection or baggage loading areas;

3.13.6.10 Impede or approach any person or persons loading or unloading baggage from any public or private Motor Vehicle;

3.13.6.11 Operate in the Roadways adjoining the Terminal Building sidewalks, nor in any other manner impede vehicular traffic in any Roadway, parking garage or lot; and

3.13.6.12 No more than one (1) person shall contact, proselytize, or distribute literature, to any one (1) member of the public at any one time.

3.13.7 DISCARDED MATERIALS

Any and all literature distributed by any person or organization, which may be discarded by recipients, shall be picked up and retrieved in the areas where distribution is permitted.

3.13.8 COMPLY WITH LAWS

All persons and organizations conducting proselytizing activity or distributing literature as permitted hereunder, shall obey all laws, federal, state and local, including, but not limited to, fraud, assault, battery, theft, littering, picketing, and all other laws relating to personal conduct.

3.13.9 INDEMNIFICATION

All persons and organizations conducting proselytizing activity or distributing literature at the Airport shall agree in writing to indemnify and save harmless the Airport Authority of the City of Lincoln, its members, agents, officers and employees, their successors and assigns, and the City of Lincoln, its officers, agents and employees, their successors and assigns, individually and collectively, from and against all liability for any fines, claims, suits, demands, actions or cause of action of any kind or nature whatsoever for personal injury, or death, or property damage suffered by or inflicted upon any such persons or any such organizations, or any of their members, or by or to any other person or persons using the Airport, in any way arising out of or resulting from any proselytizing activity or distribution of literature by any such person or any such organizations or their members in the Terminal Building at Lincoln Airport, or upon any other Airport premises, and such persons and organizations shall pay all expenses in defending against any claims made against them. Any such persons and any such organizations shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the Airport Authority of the City of Lincoln, their agents or employees.

3.13.10 VIOLATIONS; PENALTY

Any violation of the terms, conditions, Rules and Regulations contained in this Chapter shall constitute an offense under Neb. Rev. Stat. § 3-504(5), as amended, and subject the violator to the penalties therein provided.

Chapter 3.14

MISCELLANEOUS RULES OF CONDUCT

3.14.1 PRESS AND OTHER NEWS MEDIA POLICY

3.14.1.1 When an emergency occurs on the Air Operations Area from which the public is otherwise restricted, the Airport Authority will coordinate with other emergency response agencies to establish a check-in point for all public news media wishing to obtain information and/or transportation to the immediate scene of the emergency. Transportation to scene is at the sole discretion of the Airport Authority.

3.14.1.2 Admittance to the Air Operations Area, from which the public is otherwise restricted, will be limited to bearers of press credentials. Freelance reporters or photographers will not be permitted in the Restricted Areas. Authorization is at the sole discretion of the Executive Director.

3.14.2 EMERGENCY PLAN

The Airport Emergency Plan is a portion of the Airport Certification Manual required for Airport Certification by FAA. FAR Part 139 will govern airport emergency operations.

3.14.3 ABANDONED, DERELICT, OR LOST PROPERTY

3.14.3.1 No Person shall abandon any personal property on the Airport. Property found on the Airport and unclaimed by the proper owner within thirty (30) days shall be deemed abandoned and shall be disposed of in the manner prescribed by the Uniform Disposition of Unclaimed Property Act (Neb. Rev. Stat. § 69-1301, et seq.).

3.14.3.2 Any Person finding any lost article may turn in the article to the Airport Authority through the Communications Center. Lost articles found in exclusively leased areas of the Airport are to be turned in to the leaseholder. Persons using the Airport do so at their own risk. In the absence of negligence, the Airport Authority shall not be responsible for any loss, damage, theft or destruction of personal property.

3.14.3.3 Property to which the finder or any claimant is not entitled to lawful possession shall be forfeited to the Communications Center for disposal in accordance with the provisions of the Uniform Disposition of Unclaimed Property Act.

3.14.4 PROHIBITIONS ON SMOKING

3.14.4.1 Smoking is prohibited:

3.14.4.1.1 In any place where smoking is specifically prohibited by signs, including, but not limited to, fuel storage sites;

3.14.4.1.2 In the AOA and SIDA;

3.14.4.1.3 Within fifty (50) feet of any fuel tender not in motion;

3.14.4.1.4 Within fifty (50) feet of any fueling operation in progress; and

3.14.4.1.5 On any area where prohibited by OSHA, federal, state, or any other agency with jurisdiction over the Airport.

3.14.4.2 Smoking or possessing lighted cigars, cigarettes, or pipes in or around the Terminal Building, the Operations Building, or any other building under the direct operation and control of the Airport Authority, except in outdoor areas specifically designated by the Executive Director and posted as public smoking areas, is prohibited.

3.14.5 COMMERCIAL OPERATOR AND LESSEE FACILITIES

Commercial Operator and Lessee facilities are solely for the conduct of the Commercial Operator's or Lessee's business and operations. No person other than employees and customers of the Commercial Operator or Lessee shall make use of such facilities or loiter on such premises without permission of the Commercial Operator or Lessee.

3.14.6 RESTRICTED AREA OPERATIONS

3.14.6.1 Unescorted access into any Restricted Area is limited to persons with a current and valid access badge as defined the Airport Security Program (ASP):

3.14.6.2 The Lessee or Commercial Operator is responsible for such parties that are allowed access under their auspices.

3.14.6.3 Any person in a Restricted Area must produce a proper access badge and valid identification when asked to do so by any Airport Authority employee or any other person with a proper access badge.

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

3.14.6.5 Persons who have been provided a device for the purpose of obtaining access to a Restricted Area shall only use Airport-issued devices and shall not duplicate or otherwise distribute the same to any other person unless the Executive Director provides prior written permission.

3.14.6.6 It shall be unlawful for any person to be upon or within, or to go upon or within, the SIDA, except when properly displaying or under escort by an authorized individual displaying an approved access badge, in accordance with the Airport Security Program.

3.14.6.7 It shall be unlawful for any person other than those in Aircraft operating on the Airport to enter or be upon or within the Movement Area unless with prior permission of the Executive Director.

3.14.7 ANIMALS AND BIRDS

3.14.7.1 Terminal Areas. No Person shall enter the Airport's passenger Terminal Building with a dog, cat or any other animal, or bird, except a "seeing eye or ear" dog, emotional support animal, or other service animal, restrained by leash or harness, unless such animal is confined to a shipping container.

3.14.7.2 AOA. No person shall enter the Air Operations Area with any dog, cat, bird, and other animal unless such animal is restrained by a leash, harness, container, or other means of actual physical control.

3.14.7.3 Exception. The foregoing restrictions do not apply to search dogs used by and under the control of law enforcement and rescue personnel in the performance of their duties.

3.14.8 DISPOSAL OF TRASH

No person shall dispose of trash, garbage, paper, junk, debris or other refuse or materials, except in containers and at locations designated for that purpose.

3.14.9 ACCIDENTS OR INCIDENTS

Any person involved in or witnessing an Aircraft or Motor Vehicle accident on the Airport resulting in injury or death to person or damage to property shall remain at the scene and notify the Airport Communications Center 402-458-2480 as soon as possible and provide all pertinent information as requested.

3.4.10 COMMERCIAL OPERATOR AND LESSEE REPORTING

All Commercial Operators and Lessees shall report situations that may potentially affect health, welfare or safety of persons and/or property to the Communications Center (402) 458-2480 as soon as practical.

3.14.11 MARKING ON PAVED AREAS

Other than as provided for in Lessee leases, no surface painting or marking of any paved area on Airport property shall be permitted without permission of the Executive Director.

3.14.12 HUNTING; SHOOTING; TRESPASSING

There shall be no hunting or shooting of firearms within or on the Airport unless authorized in writing by the Executive Director. Trespassing within or on Airport property other than areas open to public use is prohibited.

3.14.13 RESERVED

3.14.14 CONCEALED WEAPONS; PROHIBITED IN TERMINAL BUILDING

No person shall carry, possess, or otherwise have on his or her person a concealed weapon while in the Terminal Building, regardless of whether such person has a Permit to carry a concealed handgun under the Concealed Handgun Permit Act or not. Any person found to be carrying a concealed weapon in the Terminal Building shall, in addition to any other penalties that may be imposed according to state statute, be ordered to immediately exit the Terminal Building. The Executive Director is authorized to post conspicuous notice that carrying or possessing a concealed weapon on or in the Terminal Building is prohibited.

3.14.15 GENERAL CONDUCT

3.14.15.1 No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, Permit, identification, card, sign, or other authorization purporting to be issued by or on behalf of the Airport Authority.

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

3.14.15.3 No person shall destroy, damage, injure, deface, disturb, or tamper with property on the Airport.

3.14.15.4 Use of radio-controlled model Aircraft or launching of rockets within or on Airport property without Executive Director permission is prohibited; provided, however, this provision shall not apply to the operation of UAS in accordance with applicable FAA and City Regulatory Measures.

3.14.15.5 No person shall injure, disturb, or harass any person on the Airport.

3.14.15.6 All persons must comply with the DHS/TSA-approved Airport Security Program, FAA-approved Airport Certification Manual and the Airport Rules and Regulations.

3.14.15.7 No person shall commit any disorderly, obscene, lewd, indecent, or unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) on the Airport.

3.14.15.8 No person (other than an employee of the Airport Authority or a business located on the Airport) shall loiter on the Airport or in any building on the Airport for a period of time longer than reasonably necessary to transact such business as such person may have with the Airport Authority, with any common carrier serving the Airport, or any concessionaire or other business located upon the Airport, provided, however, that nothing will be deemed to prohibit any person from remaining on the premises of the Airport for the purpose of meeting relatives or acquaintances arriving upon any flight, or from accompanying or meeting relatives or acquaintances who are departing from the Airport.

3.14.15.9 No person shall engage in, conduct, aid in, or abet any form of gambling on the Airport.

3.14.15.10 Moving, tampering, starting, using, or interfering with the safe operation of any Aircraft or Motor Vehicle or any Aircraft or Motor Vehicle part, instrument, or tool without permission of the Aircraft or Motor Vehicle Owner/operator or by specific direction of the Executive Director is prohibited.

3.14.15.11 No person shall illegally use, possess, sell, or distribute controlled substances (i.e., drugs, narcotics, or alcohol) on the Airport.

ARTICLE IV

ARTICLE IV
MINIMUM OPERATING STANDARDS

CHAPTER 4.1
INTRODUCTION

4.1.1 SCOPE

4.1.1.1 All persons desiring to engage in Commercial Aeronautical Activities at the Airport shall be granted reasonable opportunities to do so without unjust discrimination, subject to compliance with these Minimum Operating Standards.

4.1.1.2 Commercial Aeronautical activities may be proposed that do not fall within the categories designated herein. In such cases, appropriate Minimum Operating Standards shall be established by the Board on a case-by-case basis and incorporated into the Commercial Operator Agreement or Permit.

4.1.1.3 Specialized Aviation Service Operators (SASO) are encouraged to be Sublessee of a Fixed Base Operator (FBO). However, if suitable land or Improvements are not available or an agreement with an FBO cannot be reached, SASOs may, if space is available, lease Improvements from the Board.

4.1.2 APPLICABILITY

4.1.2.1 These Minimum Operating Standards specify the standards and requirements that must be complied with by any person desiring to engage in Commercial Aeronautical Activities at the Airport.

4.1.2.2 Throughout these Minimum Operating Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Board. **All persons are encouraged to exceed the applicable Minimum Operating Standards.** No person shall be allowed to engage in Commercial Aeronautical Activities at the Airport under conditions that do not meet these Minimum Operating Standards unless an exemption has been approved by the Board.

4.1.2.3 These Minimum Operating Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for engaging in Commercial Aeronautical Activities. If a Commercial Operator desires, under the terms of an existing Agreement, to materially change its activities, the Board shall, as a condition of its approval of such change, require the Commercial Operator to comply with these Minimum Operating Standards unless an exemption has been approved by the Airport Board.

4.1.2.4 These Minimum Operating Standards shall not affect any Agreement or Permit or amendment to such Agreement or Permit properly executed prior to the date of promulgation of these Minimum Operating Standards except as provided for in such Agreement or Permit, in which case these Minimum Operating Standards shall apply to the extent permitted by such Agreement or Permit.

4.1.2.5 Upon execution of a new Agreement or Permit or amendment to or assignment of, an existing Agreement or Permit, Operator shall be required to comply with these Minimum Operating Standards unless an exemption has been approved by the Board.

4.1.2.6 These Minimum Operating Standards shall not be deemed to modify any existing Agreement or Permit under which a Commercial Operator is required to exceed these Minimum Operating Standards, nor shall they prohibit the Board from entering into or enforcing an Agreement or Permit that requires a Commercial Operator to exceed the Minimum Operating Standards. If these Minimum Operating Standards are amended after an operator enters into an Agreement or Permit with the Board, the Commercial Operator shall not be required to increase its Leased Premises or construct any additional Improvements in order to comply with the amended Minimum Operating Standards until such time as the Commercial Operator's existing Agreement or Permit is amended or an assignment is made to another person acceptable to the Board or the Commercial Operator enters into a new Agreement or Permit with the Board.

4.1.2.7 Minimum Operating Standards are also being adopted for Noncommercial Hanger Operators, Noncommercial Self-Fueling Permittees, and Private Flying Clubs and which may be complied with by any person wishing to engage in those activities at Lincoln Airport.

CHAPTER 4.2

GENERAL REQUIREMENTS

4.2.1 INTRODUCTION

All Commercial Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this section as well as the Minimum Operating Standards applicable to the operator's specific activities, as set forth in subsequent sections.

4.2.2 EXPERIENCE/CAPABILITY

Every Commercial Operator shall, in the judgment of the Board, demonstrate before and maintain throughout the term of the Agreement or Permit the following:

4.2.2.1 The capability of consistently providing the proposed products, services and facilities and engaging in the proposed activities in a safe, secure, efficient, courteous, prompt and professional manner in service to and in order to benefit the public.

4.2.2.2 The financial and technical responsibility, capability, and integrity to develop and maintain Improvements; procure and maintain required vehicles, equipment, and/or Aircraft; employ required personnel and engage in the activity.

4.2.3 AGREEMENT OR PERMIT APPROVAL

4.2.3.1 No person shall engage in an activity unless the person has an Agreement or Permit with the Board authorizing such activity or the person has received prior approval from the Board to sublease land or Improvements from a Commercial Operator and engage in the activity at the Airport.

4.2.3.2 An Agreement or Permit shall not reduce or limit the Commercial Operator's obligations with respect to meeting these Minimum Operating Standards.

4.2.4 PAYMENT OF RENTS, FEES, AND CHARGES

4.2.4.1 The Commercial Operator shall pay rents, fees, or other charges specified by the Board for engaging in activities.

4.2.4.2 The Commercial Operator's failure to remain current in the payment of any and all rents, fees, charges and other sums due to the Board shall be grounds for revocation of the Agreement, Permit, or Board's approval authorizing the conduct of activities at the Airport.

4.2.5 LEASED PREMISES

4.2.5.1 Every Commercial Operator shall lease or sublease sufficient Contiguous Land and/or lease, sublease, or construct sufficient Improvements for the activity as required in these Minimum Operating Standards.

4.2.5.2 Improvements shall comply with all applicable Regulatory Measures including, but not limited to, drainage, building and other setbacks, and Motor Vehicle parking.

4.2.5.3 Construction of any Improvements must be approved in advance by the Board and any necessary federal, state, and local agencies.

4.2.5.4 Leased premises that are used for commercial purposes and require public access shall have direct public street side access; provided however, that this requirement shall not apply to any Commercial Operator operating on the airport prior to the effective date of these Minimum Operating Standards whose leased premises do not have direct public street side access, unless and until the leased premises or improvements thereon are so changed that providing such access becomes feasible.

4.2.5.5 Paved Motor Vehicle parking shall be sufficient to meet the daily parking requirements of the Commercial Operator and any Sublessee of the Commercial Operator for their employees, customers and other invitees, which, at a minimum, shall meet the parking requirements established for the particular use by the Lincoln Municipal Code. For those areas of the Airport located within the P Public Use District as set forth in the Lincoln Municipal Code, the parking requirements shall be applied as if such areas are located in the I-1 Industrial District. The sufficiency of Motor Vehicle parking shall be determined in conjunction with the Board.

4.2.5.6 On-street parking is not allowed, unless approval is received by the Executive Director prior to operations commencing.

4.2.6 FACILITY MAINTENANCE

4.2.6.1 Each Commercial Operator shall maintain its Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, and security lighting) in a clean, neat, orderly, and fully functional condition, unless otherwise provided in the Agreement or Permit.

4.2.6.2 Each Commercial Operator shall provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully functional condition unless otherwise agreed upon with the Board. Normal wear and tear is acceptable.

4.2.6.3 Each Commercial Operator shall replace in like kind any property damaged by its employees, patrons, Sublessees, Contractors, et.al., or operator's activities in accordance with its lease with the Board.

4.2.7 PRODUCTS, SERVICES, AND FACILITIES

4.2.7.1 Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.

4.2.7.2 Each Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility. An Operator may provide reasonable discounts, rebates, or other similar types of price reductions.

4.2.7.3 Each Operator shall conduct its activities on and from its Leased Premises in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, or facilities and engaging in similar activities from similar Leased Premises in like markets.

4.2.8 NON-DISCRIMINATION

An Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, sexual orientation, gender identity or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

4.2.9 LICENSES, PERMITS, CERTIFICATIONS AND RATINGS

4.2.9.1 Each Commercial Operator and its personnel shall obtain and comply with, at Operator's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's activities at the Airport as required by the Board or any other duly authorized agency prior to engaging in any activity at the Airport.

4.2.9.2 Commercial Operator shall keep in effect and post in a prominent place, readily accessible to the public, all necessary or required licenses, permits, certifications, or ratings.

4.2.9.3 Upon request, a Commercial Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport no less than ten (10) business days prior to operating under, or receipt of, applicable licenses, Permits, certifications or ratings.

4.2.9.4 Revocation of any license, Permit, certification or rating by the applicable issuing authority must be reported to the Executive Director within one (1) business day of notification if loss of Permit will result in discontinuation of operator's activities.

4.2.10 PERSONNEL

4.2.10.1 The person managing the Commercial Operator's activities shall have, and be able to demonstrate, experience managing comparable activities.

4.2.10.2 Each Commercial Operator shall provide a responsible person on its Leased Premises to supervise activities and such person shall be qualified and authorized to represent and act on behalf of the Operator during all hours of activity with respect to the method, manner, and conduct of the Commercial Operator and its activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone.

4.2.10.3 Each Commercial Operator shall have in its employ, on duty, and on the Leased Premises during hours of activity, properly trained, qualified, and courteous personnel in such

numbers as are required to meet these Minimum Operating Standards and to meet the reasonable demands of consumers for each activity being conducted in a safe, secure, efficient, courteous, prompt and professional manner.

4.2.10.3 Commercial Operator shall control the conduct, demeanor, and appearance of its employees. It shall be the responsibility of the Commercial Operator to maintain close supervision over aforementioned employees in order to ensure that a high standard of products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt and professional manner.

4.2.11 AIRCRAFT, EQUIPMENT AND VEHICLES

All required Aircraft, equipment and vehicles must be fully operational, functional, and available at all times and capable of providing all required and necessary products and services. Aircraft, equipment and vehicles may be unavailable, from time to time, on a temporary basis, as long as appropriate measures are taken to return the Aircraft, equipment or vehicle to service as soon as possible. Every Operator shall have at least one required Aircraft, equipment, and/or vehicle in a fully operational and functional condition at all times.

The Operator is responsible for notifying the Airport and the public whenever products and services are not available.

4.2.12 HOURS OF ACTIVITY

Hours of activity shall be clearly posted in public view using appropriate and professional signage.

4.2.13 SECURITY

4.2.13.1 Each Commercial Operator shall fully comply with the Airport's approved and designated Airport Security Plan (ASP).

4.2.13.2 Each Commercial Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Security Coordinator (ASC) including the name of the primary and secondary contacts and 24-hour telephone numbers.

4.2.13.3 Fencing, doors, gates, lighting, and locks which are part of the operator's Leased Premises or have been installed by the operator shall be maintained by the operator and kept in good condition at all times. Perimeter fencing and associated doors, gates, lighting, and locks not on Leased Premises leased to a tenant will be maintained by the Airport Authority unless otherwise stipulated.

4.2.13.4 Each Commercial Operator must comply with all applicable reporting requirements as established by the Board, Local Government, Federal Aviation Administration, Transportation Security Administration, and law enforcement agencies. The ASC will be notified of any security concerns, issues, violations and any contact with the aforementioned entities regarding security issues.

4.2.14 INSURANCE

4.2.14.1 Each Commercial Operator shall procure, maintain, and pay premiums during the term of its Agreement or Permit for insurance policies required by Regulatory Measures and the types and minimum limits set forth in *Attachment D* of these Minimum Operating Standards for each activity conducted. The insurance company or companies underwriting the required policies shall be licensed and currently hold a Best rating of A or greater. The underwriting insurance company shall be authorized to write such insurance in the State of Nebraska. When coverage or limits set forth in *Attachment D* are not commercially available, the Board may establish appropriate replacement coverage or limits.

4.2.14.2 When a Commercial Operator engages in more than one activity, the minimum limits shall be established by the Board and may vary depending upon the nature of each activity or combination of activities, but shall not necessarily be cumulative. While it may not be necessary for an Operator to carry insurance policies for the combined total of the minimum requirements of each activity, an Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Board.

4.2.14.3 All insurance, which the Commercial Operator is required by the Board to carry and keep in force, shall name the Airport Authority, its officers and employees as an additional insured.

4.2.14.4 Liability policies shall contain, or be endorsed to contain, the following provisions:

4.2.14.4.1 "The Airport Authority is to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of Commercial Operator; products and services of operator; premises owned, leased, occupied, or used by operator; or vehicles, equipment, or Aircraft owned, leased, hired, or borrowed by operator. Any insurance or self-insurance maintained by the Airport Authority shall be excess of operator's and shall not contribute with it."

4.2.14.4.2 "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect the coverage's provided to the Airport Authority. The Commercial Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

4.2.14.4.3 "Coverages shall not be suspended, voided, or cancelled by either party or reduced in coverage's or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been presented to the Airport Authority."

4.2.14.5 Certificates of insurance for the insurance required by Regulatory Measures and set forth by these Minimum Operating Standards for each activity shall be delivered to the Executive Director upon execution of any Agreement, Permit, or approval. A Commercial Operator shall furnish additional Certificates of Insurance thirty (30) days prior to any changes in coverages. Insurance coverages shall remain in full force and effect through the term of the

Agreement, Permit, or approval and Certificates of Insurance shall be kept current with the Executive Director. The limits stipulated herein for each activity represent the minimum coverages and policy limits that shall be maintained by the Operator to engage in activities at the Airport.

Commercial Operators are encouraged to secure higher policy limits.

4.2.14.6 Any self-insured Commercial Operator shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the Airport Authority, its officers and employees from any and all claims, demands, damages, judgments, penalties, losses, liabilities, or costs incurred, as a result of, or arising out of Operator's activities, actions, or inactions. Such evidence shall be reviewed and approved in writing by the Board.

4.2.14.7 Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk, as determined by the Board.

4.2.15 INDEMNIFICATION AND HOLD HARMLESS

4.2.15.1 Each Commercial Operator shall defend, indemnify, save, protect, and hold harmless the Airport Authority, officers, and employees, from any and all claims, demands, damages, judgments, penalties, losses, liabilities, or costs incurred as a result of, or arising out of operator's activities, actions, or inactions. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Nebraska principles of comparative fault.

4.2.15.2 A Commercial Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Airport Authority, its officers, and employees, in the event of an environmental contaminating accident or incident caused by Commercial Operator, its employees, its Vendors or any other personnel used by the Commercial Operator to maintain Commercial Operator's facilities, vehicles, equipment, or Aircraft.

4.2.15.3 Nothing herein shall constitute a waiver of any protection available to the Airport Authority, officers, and employees, under the Political Subdivision Tort Claim Act, the Cities Airport Authority Act, or other applicable statutes.

4.2.16 TAXES

Each Commercial Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized entity associated with Commercial Operator's Leased Premises, Commercial Operator's Improvements on Leased Premises, and/or Commercial Operator's activities.

4.2.17 MULTIPLE ACTIVITIES

When more than one activity is conducted at the Airport, the Minimum Operating Standards shall be established by the Executive Director.

Depending upon the nature of the combined activities, the Minimum Operating Standards shall not be:

- Less than the highest standard for each element (e.g. land, Hangar, office, shop, etc.) within the combined activities, or
- Greater than the cumulative standards for all combined activities.

CHAPTER 4.3

FIXED BASE OPERATOR (FBO)

4.3.1 INTRODUCTION

In addition to the General Requirements set forth in Chapter 4.2, each FBO at the Airport shall comply with the following Minimum Operating Standards set forth in this Chapter.

4.3.2 SCOPE OF ACTIVITY

4.3.2.1 Unless otherwise stated in these Minimum Operating Standards, all products and services shall be provided by the FBO's employees using the FBO's vehicles and equipment.

4.3.2.2 Use of Airport-owned equipment may be authorized, with prior consent, under the understanding that the equipment is non-proprietary. Nominal fees may be assessed by the Airport for use of Airport owned equipment and a written Agreement between the Airport and the FBO is required.

4.3.2.3 The FBO's products and services shall include the following:

4.3.2.3.1 Aviation fuels and Aircraft lubricants (Jet Fuel and Avgas)

- (i) The FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation and commercial Aircraft frequenting the Airport. The FBO may provide no more than one of the required fuel types through contract with another FBO.
- (ii) The FBO shall provide a response time of no more than fifteen (15) minutes during required hours of activity except in circumstances that are beyond the control of the FBO.

4.3.2.3.2 Passenger, crew, and Aircraft ground services, support, and amenities

- (i) The FBO shall meet, direct, and park all Aircraft arriving at the FBO.
- (ii) The FBO shall provide courtesy, on-Airport transportation, utilizing the FBO's vehicles, for passengers, crew, and baggage, as necessary and appropriate.
- (iii) With the understanding that capacity is limited, the FBO shall provide short-term Hangar storage for Aircraft upon the FBO's Leased Premises including Aircraft in-out (towing) service.
- (iv) The FBO shall provide crew and passenger baggage handling and other related arrival and departure services.
- (v) The FBO shall provide oxygen and compressed air services.
- (vi) The FBO shall provide lavatory services and Aircraft cleaning services.
- (vii) The FBO shall provide Aircraft ground power.
- (viii) The FBO shall be able to make available crew and passenger ground transportation arrangements (i.e., Limousine, shuttle, and rental car as necessary).

- (ix) The FBO shall be able to make Aircraft catering arrangements.
- (x) The FBO shall provide chemical Aircraft deicing services. At a minimum, services shall be available in a capacity sufficient enough to meet the demands of the largest Aircraft routinely utilizing FBO services (i.e., diversions are not routine operations). The FBO may provide this service through contract with another FBO, SASO, or a Certificated Air Carrier.

4.3.2.3.3 Aircraft Maintenance

- (i) The FBO shall provide Aircraft Maintenance, as defined by 14 CFR Part 43, for Airplane Design Group I and Group II piston and Turboprop Aircraft.
- (ii) The FBO shall be able to provide Aircraft line maintenance for Aircraft up to Airplane Design Group IV Turbojet Aircraft.
- (iii) The FBO can meet this requirement by arrangement and agreement with an authorized Sublessee who meets Minimum Operating Standards for an Aircraft Maintenance Operator and operates from the FBO's Leased Premises.
- (iv) Services may be contracted provided that the Aircraft Maintenance Contractor is approved by the Board and meets the aforementioned criteria.

4.3.3 LEASED PREMISES

4.3.3.1 An FBO shall comply with the Minimum Operating Standards for Aircraft Maintenance Operator (See Chapter 4.5) and shall have, under Agreement with the Airport Authority, adequate land and Improvements, (see Section 4.2.5), facilities, and Motor Vehicle parking (see 4.2.5) in order to accommodate all activities of the FBO and all approved sublessees.

4.3.3.2 Land – No less than one (1) acre (43,560 square feet), upon which all required Improvements including facilities, and vehicle parking shall be located.

4.3.3.3 Facilities:

4.3.3.3.1 Terminal space amounting to 4,000 total square feet. Customer area shall have at least 2,000 dedicated total square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room and restrooms. Administrative area shall be provided for employee offices, work areas, and storage.

4.3.3.3.2 Maintenance space amounting to 12,000 total square feet. Maintenance customers shall have immediate access to the FBO's customer lounge, and restrooms. Administrative area shall be provided for employee offices, work areas, and storage. Maintenance area shall have at least 750 dedicated total square feet to include adequate space for maintenance employee work areas, shop areas, and storage of Aircraft parts and equipment. At least one (1) area within the Maintenance Hangar shall contain not less than 10,000 total square feet with a door height of 18 feet and a door width of 110 feet, or large enough to accommodate the largest Aircraft undergoing maintenance, whichever is greater.

4.3.3.3.3 Aircraft storage area amounting to a total of 15,000 square feet. At least one (1) Hangar shall have a door height of 18 feet and a door width of 110 feet. No single Hangar shall be less than 1,000 total square feet.

4.3.4 FUEL STORAGE

4.3.4.1 The FBO shall construct and install, lease and maintain, or otherwise have access to, via an Agreement with the Board, or another FBO an on-Airport fuel storage facility on no less than 10,000 square feet of land, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Layout Plan, or any other Land Use Plan and approved by the Board.

4.3.4.2 Fuel storage facility shall have total capacity for three days peak supply of aviation fuel for Aircraft serviced by the FBO. In no event shall the total storage capacity be less than:

- 10,000 gallons for Jet Fuel storage
- 10,000 gallons for Avgas storage
- The FBO shall have adequate storage capacity for waste fuel or test samples, or the capability to recycle the same
- The FBO shall demonstrate the capability of expanding its fuel storage capacity within a reasonable time period if demand is expected to exceed current facilities.

4.3.4.3 The FBO shall, at its sole cost and expense, maintain the fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to the other similar Improvements to the Airport. All fuel storage and handling shall be conducted in accordance with FAR Part 139, the Airport Certification Manual and City Fire code.

4.3.4.4 The FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein or the reasonable demands of consumers, whichever is greater. The FBO is responsible for ensuring delivery personnel are familiar with the fueling facility's security and spill procedures, and will ensure all deliveries are supervised by said employees.

4.3.4.5 Prior to engaging in fueling activities at the Airport which includes transporting, or arranging for the transport of, fuel onto the Airport, the FBO shall provide the Executive Director with a written Spill Prevention, Control, and Countermeasures Plan (SPCC Plan) that meets regulatory measures for applicable fuel storage facilities and the FBO's activities. An updated copy of the SPCC Plan shall be filed with the Executive Director at least thirty (30) days prior to any changes in operations.

4.3.4.6 Fuel suppliers utilized by the FBO must meet all applicable federal, state and local regulations.

4.3.4.7 Fuel delivered/dispensed by the FBO shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the dispensed fuel is the sole responsibility of the FBO.

4.3.4.8 The FBO shall maintain, and provide to the Airport at least monthly, records that identify the number of gallons of:

- (i) Aviation fuel purchased by the FBO, organized by fuel type
- (ii) Fuel delivered to the FBO's fuel storage facility, organized by fuel type
- (iii) Fuel delivered to the FBO's customer Aircraft and/or dispensed by the FBO at the Airport, organized by fuel type
- (iv) All fuel deliveries will be reported to the Airport no later than the last day of each month utilizing the report form provided by the Airport.

4.3.4.9 The FBO shall pay the appropriate fees and charges due to the Board at the Airport administrative office when invoiced by the Board.

4.3.4.10 Records and meters shall be made available for audit by the Board or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to the FBO and the amount of fuel delivered to customer Aircraft and/or dispensed by the FBO at the Airport, the FBO shall promptly pay all additional fees and charges due to the Board at the Airport administrative office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the original due date.

4.3.5 FUELING EQUIPMENT

4.3.5.1 The FBO shall have at least one (1) Jet Fuel Refueling Vehicle having a capacity of at least 1500 gallons. The FBO shall have at least one (1) avgas Refueling Vehicle having a capacity of at least 750 gallons. This requirement can be fulfilled by the FBO contracting with another FBO to provide such vehicles.

4.3.5.2 Aircraft Refueling Vehicles shall be equipped with metering devices that meet Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capabilities. All Refueling Vehicles shall be bottom loaded.

4.3.5.3 Each Refueling Vehicle and all fueling equipment shall be equipped and maintained to comply with all applicable regulatory measures including, without limitation, those prescribed by:

- 14 CFR Part 139, Airport Certification, Section 139.321: "Handling/Storing of Hazardous Substances and Materials" City and State of Nebraska Fire Codes
- NFPA Codes
- Applicable FAA Advisory Circulars (AC) including AC 00-34: "Airport Ground Handling and Servicing" and AC 150/5210-5: "Painting, Marking, and Lighting of Vehicles Used on an Airport"

4.3.6 EQUIPMENT

The FBO shall have the following equipment:

- Adequate equipment for recharging or energizing discharged Aircraft batteries
- Adequate wheel chocks for aircraft parking in or on open Apron areas and equipment for securing Aircraft in or on permanent tiedowns including ropes, chains, wheel chocks, and other types of Aircraft restraining devices which are required to safely secure Aircraft as described in FAA AC 20-35C.
- One (1) oxygen cart and one (1) compressed air unit
- Shuttle Vehicle(s), capable of accommodating four passengers, to provide transportation of passengers, crews, and baggage between the FBO's Terminal Building and Aircraft
- Two (2) Aircraft towing vehicles, coupled with tow bars, with at least one (1) having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft frequenting the Airport
- One (1) ground power unit capable of providing electricity to direct current (DC) powered Aircraft
- One (1) lavatory service cart
- Spill kits including one mobile unit per continuous Apron area with the necessary equipment and materials to contain a fuel spill and keep it from flowing into drains or other areas
- Adequate number of approved and regularly inspected BC dry chemical fire extinguisher units shall be maintained within all Hangars, on Apron areas, at fuel storage facilities, and on all ground handling and Refueling Vehicles
- If applicable, all equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications

4.3.7 PERSONNEL

4.3.7.1 Personnel, while on duty, shall be clean, neat in appearance, courteous, and, at all times, properly uniformed. Uniforms shall identify the name of the FBO and shall be clean, neat, professional, and properly maintained at all times. Management and administrative personnel shall not be required to be uniformed.

4.3.7.2 The FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA AC 00-34A: "Aircraft Ground Handling and Servicing." The FBO's SOP shall include a training plan, fuel quality assurance procedures and associated record keeping, and emergency response procedures to fuel spills and fires. The FBO's SOP shall also address regular safety inspections, bonding and fire protection, public protection, control of access to fuel storage facilities and Refueling Vehicles, and marking and labeling of fuel storage tanks and Refueling Vehicles. The FBO's SOP shall be submitted to the Executive Director no later than thirty (30) days before the FBO commences activities at the Airport, and it shall be resubmitted any time changes are planned.

4.3.7.3 The FBO shall have one (1) properly trained and qualified line service technician on each shift, with exception of the hours of 10:00 pm local time to 6:00 am local time, providing Aircraft fueling, parking, and ground services and support. The FBO shall have one (1) supervisory line service technician trained in an FAA approved fire safety program in compliance with 14 CFR Part 139.321.

4.3.7.4 The FBO shall have one (1) properly trained and qualified fuel delivery employee trained in an FAA approved fire safety program in compliance with 14 CFR Part 139.321 available between, at a minimum, the hours of 6:00 am local time and 10:00 pm local time seven (7) days a week, including holidays. The fuel delivery employee shall maintain an on-call status for after hour requests.

4.3.7.5 The FBO shall have one (1) properly trained and qualified customer service representative employed between, at a minimum, the hours of 6:00 am local time and 10:00 pm local time seven (7) days a week, including holidays., in order to provide customer service and support. A line service technician may fulfill the responsibilities of the customer service representative unless the line service technician is performing duties off-premises.

4.3.7.6 The FBO (or authorized Sublessee – Aircraft Maintenance Operator) shall have one (1) Airframe and Powerplant Mechanic properly trained and qualified to provide Aircraft Maintenance on Aircraft frequenting the Airport.

4.3.8 HOURS OF ACTIVITY

Aircraft fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of consumers for this activity between, at a minimum, the hours of 6:00 am local time and 10:00 pm local time seven (7) days a week, including holidays. These services shall also be available all other times, including after reasonable operating hours, on-call, with a response time not to exceed one (1) hour (60 minutes).

4.3.9 AIRCRAFT REMOVAL

Recognizing that Aircraft removal is the responsibility of the Aircraft owner or operator, the FBO shall be prepared to lend assistance within 30 minutes upon request by either the Executive Director or the Aircraft owner or operator in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and either possess or have access to the equipment that is necessary to remove General Aviation Aircraft.

4.3.10 INSURANCE

The FBO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.4

SELF-SERVE FUELING STATION OPERATOR (SSFSO)

4.4.1 INTRODUCTION

4.4.1.1 At Lincoln Airport, a Self-Serve Fueling Station Operator (“SSFSO”) must also serve as a Fixed Base Operator. An SSFSO that is **not** a Fixed Base Operator **may** be permitted to provide service, at the discretion of the Board, but only during those times that are outside of the normal operating hours of any FBO. Prior to the granting of a SSFSO Permit, the Board shall give any FBO presently serving the Airport a right of first refusal to match the level and type of service being proposed.

4.4.1.2 In addition to the General Requirements set forth in Chapter 4.2, each SSFSO at the Airport shall comply with Chapter 4.3 (if operator is an FBO) and the Minimum Operating Standards set forth in this Chapter.

4.4.2 SCOPE OF ACTIVITY

If the SSFSO is not an FBO, the SSFSO shall only sell fuel to the public through the SSFSO’s fixed Self-Service fueling station at times permitted by the Board.

4.4.3 LEASED PREMISES

An SSFSO shall have, under Agreement with the Board or another Commercial Operator, adequate land and Improvements, (see Section 4.2.5), facilities, and Motor Vehicle parking (see Section 4.2.5) in order to accommodate all activities of the operator and all approved sublessees, which are not cumulative. An SSFSO shall have access to no less than 1,000 total square feet of office dedicated to space for crew and passenger lounges, public use telephones, and restrooms. Facilities shall be located in close proximity to fixed Self-Service fueling station.

4.4.4 FUEL STORAGE

4.4.4.1 The SSFSO shall:

4.4.4.1.1 Construct or install and maintain an on-Airport, aboveground fuel storage facility, unless otherwise authorized or required, in a location approved by the Board.

4.4.4.1.2 Have adequate storage capacity for waste fuel or test samples, or the capability to recycle the same.

4.4.4.1.3 Demonstrate the capability of expanding its fuel storage capacity within a reasonable time period if demand is expected to exceed current facilities.

4.4.4.2 The SSFSO shall, at its sole cost and expense, maintain the fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to the other similar Improvements to the Airport.

4.4.4.3 The SSFSO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein or the reasonable demands of consumers, whichever is greater.

4.4.4.4 Prior to engaging in fueling activities at the Airport which includes transporting, or arranging for the transport of, fuel onto the Airport, the SSFSO shall provide the Executive Director with a written Spill Prevention, Control, and Countermeasures Plan (SPCC Plan) that meets Regulatory Measures for above ground fuel storage facilities and the SSFSO's activities. An updated copy of the SPCC Plan shall be filed with the Executive Director at least thirty (30) days prior to any changes in operations.

4.4.4.5 Fuel suppliers utilized by the SSFSO must meet all applicable federal, state and local regulations.

4.4.4.6 Fuel delivered/dispensed by the operator shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the dispensed fuel is the sole responsibility of the SSFSO.

4.4.4.7 The SSFSO shall maintain, and provide to the Airport at least monthly, records that identify the number of gallons of:

- (i) Aviation fuel purchased by the operator, organized by fuel type
- (ii) Fuel delivered to the SSFSO's fuel storage facility, organized by fuel type
- (iii) Fuel delivered to the SSFSO's customer Aircraft and/or dispensed by the operator at the Airport, organized by fuel type

4.4.4.8 Reports shall be provided to the Authority no later than ten (10) days after the last day of each month, unless otherwise approved, in writing, by the Authority.

4.4.4.9 The SSFSO shall pay the appropriate fees and charges due to the Authority at the Airport administrative office when invoiced by the Airport Authority.

4.4.4.10 Records and meters shall be made available for audit by the Airport Authority or its designated representative.

4.4.5 FUELING EQUIPMENT

4.4.5.1 The Self-Service fueling station shall:

- (i) Be constructed or installed in a location specified by the Executive Director
- (ii) Have the capability to accept all major credit cards
- (iii) Be available and maintained by the Operator for public commercial use
- (iv) Have detailed and readily accessible instructions for the proper and safe operation of the system and a fully functional telephone, emergency shut-off, properly rated fire extinguisher, and fuel spill kit
- (v) Be equipped with metering devices that meet Regulatory Measures

- (vi) Be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, FAR Part 139 and those prescribed in *Section 3.5* of these Minimum Operating Standards

4.4.6 EQUIPMENT

Each SSFSO shall have the following equipment Readily Available on Operator's Leased Premises:

- (i) Adequate wheel chocks for Aircraft parking in and on open Apron areas
- (ii) Spill kits with the necessary equipment and materials to contain a fuel spill and keep it from flowing into drains or other areas
- (iii) Adequate number of approved and regularly inspected BC dry chemical fire extinguisher units shall be maintained at the Self-Service fuel station

4.4.7 HOURS OF ACTIVITY

Hours and availability must be coordinated with the FBO, if a non-FBO provider, and approved by the Airport Board.

4.4.8 INSURANCE

The SSFSO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.5

AIRCRAFT MAINTENANCE OPERATOR (AMO)

4.5.1 INTRODUCTION

In addition to the General Requirements set forth in Chapter 4.2, each Aircraft Maintenance Operator (AMO), shall comply with the Minimum Operating Standards set forth in Chapter 4.3 associated with Aircraft Maintenance and the additional Minimum Operating Standards set forth in this Chapter.

4.5.2 LEASED PREMISES

4.5.2.1 An AMO shall have, under Agreement with the Airport Authority or another Commercial Operator and/or under Permit with the Board, adequate land and Improvements, (see Chapter 4.2.5), facilities, and Motor Vehicle parking (see Chapter 4.2.5) in order to accommodate all activities of the operator and all approved sublessees, which are not cumulative.

4.5.2.2 The minimum facility requirements identified in the table that follows are based upon the largest Airplane Design Group serviced by the AMO.

<i>Facilities</i>		<i>Group I & II: Piston and Turboprop Aircraft</i>	<i>Groups I & II: Turbojet Aircraft</i>	<i>Group III: Turbojet Aircraft</i>
Customer Area (Lessee)		400 Square Feet	400 Square Feet	400 Square Feet
Customer Area (Sublessee)		Immediate Access	Immediate Access	Immediate Access
Maintenance Area		900 Square Feet	1,000 Square Feet	1,500 Square Feet
Hangar		6,500 Square Feet	7,500 Square Feet	12,000 Square Feet

4.5.2.3 All required Improvements, including facilities and Motor Vehicle parking, shall be located on Contiguous Land. Facilities shall comply, at all times, with Regulatory Measures pertaining, but not limited to, drainage, building setbacks, and Motor Vehicle parking. Customer area shall include adequate space for (in the case of a Sublessee, immediate access to) customer lounge, and restrooms. Administrative area shall be provided for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment. Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided or large enough to accommodate the largest Aircraft undergoing maintenance (other than preventative maintenance as described in 14 CFR Part 43), whichever is greater.

4.5.3 LICENSES AND CERTIFICATIONS

Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

4.5.4 PERSONNEL

The AMO shall provide a sufficient number of personnel, including airframe and power plant mechanics and customer service representatives, to carry out the operator's activity in a safe, secure, efficient, courteous, prompt, and professional manner while also meeting the reasonable demands of consumers for this activity. The AMO shall employ two (2) Airframe and Power Plant Mechanics and one (1) customer service representative as employees who shall be available during required hours of activity as described in Section 4.5.6. An Airframe and Power Plant mechanic may fulfill the responsibilities of the customer service representative unless the Airframe and Power Plant Mechanic is performing duties off of Airport property.

An AMO providing 100 hours, annual, or phase inspections shall employ an Airframe and Power Plant Mechanic certified as an Inspection Authority (IA).

4.5.5 EQUIPMENT

An AMO shall maintain sufficient equipment and supplies to safely accommodate the largest Aircraft serviced.

4.5.6 HOURS OF ACTIVITY

An AMO shall be open and services shall be available to meet the reasonable demands of consumers for this activity at least five (5) days per week and no less than eight (8) hours per day and available after hours, on-call, with response time not to exceed two (2) hours (120 minutes).

4.5.7 INSURANCE

The AMO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.6

AVIONICS/INSTRUMENT MAINTENANCE OPERATOR (AIMO)

4.6.1 INTRODUCTION

In addition to the general requirements set forth in Chapter 4.2, each AIMO at the Airport shall comply with the following Minimum Standards set forth in this section.

4.6.2 LEASED PREMISES

4.6.2.1 An AIMO engaging in this activity shall have, under Agreement with the Board or another Operator and/or under Permit with the Board, adequate land and Improvements, (see Chapter 4.2.5), facilities, and Motor Vehicle parking (see Chapter 4.2.5) in order to accommodate all activities of the operator and all approved sublessees, which are not cumulative. For AIMO's performing services beyond bench work (i.e. removal and replacement services are being performed), the minimum facility requirements are described in the table below.

Facilities	Size
Customer Area (Lessee)	100 Square Feet
Maintenance Area	400 Square Feet
Hangar	1,500 Square Feet

4.6.2.2 Facilities shall comply at all times with Regulatory Measures pertaining, but not limited, to drainage, building setbacks, and Motor Vehicle parking. Customer area shall include adequate space for (in the case of a Sublessee, immediate access to) customer lounge, and restrooms. Administrative area shall be provided for employee offices, work areas, and storage. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment. Hangar area shall be 1,500 square feet or large enough to accommodate the largest Aircraft undergoing maintenance (other than preventative maintenance as described in 14 CFR Part 43), whichever is greater.

4.6.3 LICENSES AND CERTIFICATIONS

4.6.3.1 An AIMO performing avionics or instrument maintenance shall be properly certificated and comply with all applicable Regulatory Measures.

4.6.3.2 Personnel engaged in the AIMO shall be properly certificated by the FAA and the Federal Communications Commission (FCC), current, and hold the appropriate ratings for the work being performed.

4.6.4 PERSONNEL

An AIMO shall provide a sufficient number of personnel, including avionics technicians and/or instrument technicians and customer service representatives, to carry out this activity in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers for this activity. An AIMO shall employ one (1) avionics and/or instrument technician and one (1) customer service representative as employees who shall be available during required hours of activity (see Section 4.6.6). An avionics and/or instrument technician may fulfill the responsibilities of the customer service representative unless the avionics and/or instrument technician is performing duties off of Airport property.

4.6.5 EQUIPMENT

An AIMO shall maintain sufficient equipment and supplies to safely accommodate the largest Aircraft serviced.

4.6.6 HOURS OF ACTIVITY

An AIMO shall be open and services shall be available to meet the reasonable demands of consumers for this activity at least five (5) days per week and no less than eight (8) hours per day and available after hours, on-call, with response time not to exceed one (1) hour (60 minutes).

4.6.7 INSURANCE

An AIMO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.7

AIRCRAFT RENTAL OPERATOR (ARO) OR FLIGHT TRAINING OPERATOR (FTO)

4.7.1 INTRODUCTION

In addition to the General Requirements set forth in Chapter 4.2, each Aircraft Rental Operator (ARO) or Flight Training Operator (FTO) at the Airport shall comply with the following Minimum Standards set forth in this section.

4.7.2 LEASED PREMISES

4.7.2.1 An ARO or FTO shall have, under Agreement with the Airport Authority or another Commercial Operator and/or under Permit issued by the Airport Authority, adequate land and Improvements, (see Section 4.2.5), facilities, and Motor Vehicle parking (see *Section 2.5*) in order to accommodate all activities of the ARO or FTO and all approved sublessees.

4.7.2.2 Minimum facilities shall include customer service and administrative areas. Maintenance and Hangar areas are required if the ARO/FTO is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by, and under the full and exclusive control of the ARO/FTO. If ARO/FTO provides Aircraft Maintenance on other Aircraft, the ARO/FTO shall meet Minimum Operating Standards for an Aircraft Maintenance Operator as described in Chapter 4.5 of these Minimum Operating Standards.

4.7.2.2.1 Customer area (for a Lessee) shall be at least 800 square feet and shall include adequate space for a customer lounge, class/training rooms and restrooms.

4.7.2.2.2 Customer area (for a Sublessee) shall be at least 400 square feet and shall include adequate space for class/training rooms. Customers shall have immediate access to customer lounge and restrooms.

4.7.2.2.3 Administrative area shall be provided for employee offices, work areas, and storage.

4.7.2.2.4 Hangar area (for a Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in the ARO/FTO fleet at the Airport maintained by the ARO/FTO, whichever is greater.

4.7.2.2.5 Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in the ARO/FTO's fleet at the Airport maintained by the ARO/FTO.

4.7.2.2.6 Maintenance area, if required, shall be at least 250 square feet to include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

4.7.3 LICENSES AND CERTIFICATIONS

Personnel performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or Flight Training being provided. Flight Training Operators shall have at least one (1) flight instructor with the appropriate ratings and medical certification to provide the type and level of flight instruction desired by the public and/or mandated by the FAA.

4.7.4 PERSONNEL

4.7.4.1 An ARO/ FTO shall provide a sufficient number of personnel to carry out rental and/or Flight Training activities in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers for this activity. An ARO or FTO shall employ at least one (1) flight instructor and one (1) customer service representative as employees who shall be available during required hours of activity (see *Section 4.7.6*). A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off of Airport property.

4.7.4.2 FTOs shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, commercial pilot, and instruments ratings.

4.7.5 EQUIPMENT

4.7.5.1 An ARO or FTO providing primary Flight Training shall have available for rental or use in Flight Training, either owned by or underwritten lease to the ARO or FTO and under the full and exclusive control of an ARO or FTO, at least one (1) properly certified and currently airworthy two-place Aircraft which shall be equipped for and fully capable of flight under instrument conditions.

4.7.5.2 An ARO/ FTO providing primary Flight Training shall provide, at a minimum, adequate mock-ups, still pictures, videos, computer based training or other training aids necessary to provide proper and efficient ground school instruction.

4.7.5.3 An ARO/ FTO providing aerobatic Flight Training or sport or recreational Flight Training only shall not be required to have available for rental or use Aircraft which are equipped for and fully capable of flight under instrument conditions.

4.7.6 HOURS OF ACTIVITY

An ARO/FTO shall be open and services shall be available to meet the reasonable demands of consumers for this particular activity.

4.7.7 INSURANCE

The ARO or FTO shall maintain, at a minimum, the coverage's and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

Disclosure Requirement:

Any operator conducting Aircraft rental, sales, or Flight Training shall incorporate within the rental and instruction Agreements the coverage and limits provided to the renter or student by the ARO or FTO, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. The ARO or FTO shall provide a copy of such notice to the Executive Director.

4.7.8 EXCEPTION; OCCASIONAL UNCOMPENSATED INSTRUCTION

A person holding a current FAA flight instructor's certificate, who provides occasional flight instruction to an Aircraft owner in the Aircraft owner's Aircraft and is not compensated by the Aircraft owner or any other party shall not be deemed to be engaged in a Commercial Operation.

CHAPTER 4.8

AIRCRAFT CHARTER OPERATOR (ACO) OR AIRCRAFT MANAGEMENT OPERATOR (AMGTO)

4.8.1 INTRODUCTION

In addition to the General Requirements set forth in Chapter 4.2, each operator at the Airport shall comply with the following Minimum Standards set forth in this section.

4.8.2 LEASED PREMISES

4.8.2.1 An ACO/AMGTO engaging in this activity shall have, under Agreement with the Airport Authority or another Commercial Operator and/or under Permit issued by the Airport Authority, adequate land and Improvements, (see Section 4.2.5), facilities, and Motor Vehicle parking (see Section 4.2.5) in order to accommodate all activities of the ACO/AMGTO and all approved sublessees.

4.8.2.2 Minimum facilities shall include customer service and administrative areas. Maintenance and Hangar areas are required if operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by, and under the full and exclusive control of, said operator. If operator provides Aircraft Maintenance on other Aircraft, operator shall meet Minimum Operating Standards for an Aircraft Maintenance Operator as defined in Chapter 5 of these Minimum Operating Standards.

4.8.2.2.1 Customer area shall be at least 800 square feet and shall include adequate space for a customer lounge and class/training rooms. Customers shall have immediate access to restrooms.

4.8.2.2.2 Administrative area shall be provided for employee offices, work areas, and storage.

4.8.2.2.3 Hangar area (for a Lessee), if required, shall be at least 6,000 square feet or large enough to accommodate the largest Aircraft in the ACO/AMGTO's fleet at the Airport maintained by the operator, whichever is greater.

4.8.2.2.4 Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in the ACO/AMGTO's fleet at the Airport maintained by the ACO/AMGTO.

4.8.2.3 Maintenance area, if required, shall be at least 400 square feet to include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

4.8.3 LICENSES AND CERTIFICATION

4.8.3.1 An ACO/AMGTO shall have and provide copies to the Executive Director of all appropriate certifications and approvals, including, without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation shall be immediately provided to the Executive Director.

4.8.3.2 Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications necessary and/or mandated for activity.

4.8.4 PERSONNEL

An ACO/AMGTO shall provide a sufficient number of personnel to carry out rental and/or management activities in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers seeking such services. An ACO/AMGTO shall employ one (1) chief pilot and one (1) customer service representative as employees who shall be available during required hours of activity (see *Section 4.8.6*). The chief pilot may fulfill the responsibilities of the customer service representative unless the chief pilot is performing duties off of Airport property.

4.8.5 EQUIPMENT

An ACO/AMGTO shall provide, either owned or under written lease to the ACO/AMGTO and under the full and exclusive control of ACO/AMGTO, no less than one (1) Aircraft with sufficient number of passenger seats to meet both demand and the hours set forth in paragraph 4.8.6.

4.8.6 HOURS OF ACTIVITY

An ACO/AMGTO shall be open and services shall be available to meet the reasonable demands of consumers for this activity. After hours, on-call response time to customer inquiries shall not exceed two (2) hours (120 minutes), a trip quote shall be provided to the customer within one (1) hour (60 minutes) of that time, and notwithstanding circumstances beyond the operator's control, the operator shall be able to initiate the flight within two (2) hours of the time the trip quote was accepted by the customer.

4.8.7 INSURANCE

The ACO/AMGTO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.9

AIRCRAFT SALES OPERATOR (ASO)

4.9.1 INTRODUCTION

In addition to the General Requirements set forth in *Section 2*, each Aircraft Sales Operator (ASO) at the Airport shall comply with the following Minimum Standards set forth in this section.

4.9.2 LEASED PREMISES

4.9.2.1 An ASO engaging in this activity shall have, under Agreement with the Airport Authority or another Commercial Operator and/or under Permit issued by the Airport Authority, adequate land and Improvements, (see Section 4.2.5), facilities, and Motor Vehicle parking (see Section 4.2.5) in order to accommodate all activities of the ASO and all approved sublessees.

4.9.2.2 Facilities shall include customer service and administrative areas. Maintenance and Hangar areas are required if operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by, and under the full and exclusive control of, said operator. If an ASO provides Aircraft Maintenance on other Aircraft, the ASO shall meet Minimum Operating Standards for an Aircraft Maintenance Operator as defined in Chapter 5 of these Minimum Operating Standards.

4.9.2.2.1 Customer area shall be at least 400 square feet and shall include adequate space for a customer lounge and class/training rooms. Customers shall have immediate access to restrooms.

4.9.2.2.2 Administrative area shall be provided for employee offices, work areas, and storage.

4.9.2.2.3 Hangar area (for a Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in the ASO's fleet at the Airport maintained by the ASO, whichever is greater.

4.9.2.2.4 Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in ASO's fleet at the Airport maintained by the ASO.

4.9.2.2.5 Maintenance area, if required, shall be at least 250 square feet to include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

4.9.3 DEALERSHIP

An ASO which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with reasonable notice and subject to factory availability) at least one (1) current model demonstrator of Aircraft in each of its authorized product lines.

4.9.4 LICENSES AND CERTIFICATION

The ASO's personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

4.9.5 PERSONNEL

An ASO shall provide a sufficient number of personnel to carry out activity in a safe, efficient, courteous, prompt, and professional manner while also meeting reasonable demands of consumers seeking such services. An ASO shall employ one (1) private pilot and one (1) customer service representative as employees who shall be available during required hours of activity (see *Section 4.9.7*). The private pilot may fulfill the responsibilities of the customer service representative unless the private pilot is performing duties off of Airport property.

4.9.6 EQUIPMENT

An ASO shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

4.9.7 HOURS OF ACTIVITY

An ASO shall be able and available to meet the reasonable demands of consumers for this activity.

4.9.8 INSURANCE

An ASO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.10

AIRCRAFT STORAGE OPERATOR (ASTO)

4.10.1 INTRODUCTION

In addition to the General Requirements set forth in Chapter 2, each Aircraft Storage Operator (ASTO) at the Airport shall comply with the following Minimum Standards set forth in this section.

4.10.2 LEASED PREMISES

4.10.2.1 An ASTO shall have, under Agreement with the Airport Authority or another Commercial Operator and/or under Permit issued by the Airport Authority, adequate land and Improvements, paved Tiedown areas, (see Section 4.2.5), facilities, and Motor Vehicle parking (see Section 4.2.5) in order to accommodate all activities of the ASTO and all approved sublessees, but not less than the following:

Facilities	Group I: Piston and Turboprop Aircraft Hangar Storage	Group II: Piston and Turboprop Aircraft Hangar Storage	Group I: Turbojet Aircraft Hangar Storage	Group II: Turbojet Aircraft Hangar Storage	Group III: Turbojet Aircraft Hangar Storage
Hangar	2,500 Sq. Ft. Undivided 5,000 Sq. Ft. Divided	6,500 Square Feet	7,500 Square Feet	7,500 Square Feet	15,000 Square Feet

4.10.2.2 The development of Hangar(s) shall be limited to the following types of Hangar structures:

- (i) Single structures, no less than 2,500 square feet, completely enclosed
- (ii) Single structures of no less than 5,000 square feet, subdivided and configured to accommodate individual bays for the storage of Aircraft, although each unit shall not be less than 1,000 square feet.

4.10.3 HOURS OF ACTIVITY

An ASTO shall ensure that facilities are available and readily accessible for use by Aircraft owners and sublessees seven (7) days per week, including holidays, and open no less than 24 hours per day.

4.10.4 INSURANCE

An ASTO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.11

OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

4.11.1 INTRODUCTION

4.11.1.1 This section pertains to other commercial aeronautical SASOs engaging in limited Aircraft services and support activities, miscellaneous commercial services and support activities, or other air transportation services for hire activities at Lincoln Airport, including, but not necessarily limited to, the following:

4.11.1.1.1 **Limited Aircraft Services and Support** – Defined as limited Aircraft, engine, or accessory support (for example, cleaning, washing, waxing, painting, upholstery, propeller repair) or other related Aircraft services and support activities.

4.11.1.1.2 **Miscellaneous Commercial Services and Support** – Defined as ground school, simulator training, scheduling and dispatching, or any other related commercial services and support activities.

4.11.1.1.3 **Other Air Transportation Services for Hire** – Defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipeline patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

4.11.1.2 In addition to the General Requirements set forth in Chapter 4.2, each SASO, as described above shall comply with the following Minimum Standards set forth in this section.

4.11.2 LEASED PREMISES

4.11.2.1 An SASO engaging in the activities described on Section 4.11.1 shall have, under Agreement with the Airport Authority or another Commercial Operator and/or under Permit issued by the Airport Authority, adequate land and Improvements, (see Section 4.2.5), facilities, and Motor Vehicle parking (see Section 4.2.5) in order to accommodate all activities of the SASO and all approved sublessees.

4.11.2.2 Minimum facilities shall include customer service and administrative areas. Maintenance and Hangar areas are required if operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by, and under the full and exclusive control of, said operator. If operator provides Aircraft Maintenance on other Aircraft, operator shall meet Minimum Operating Standards for an Aircraft Maintenance Operator as defined in Chapter 4.5 of these Minimum Operating Standards.

4.11.2.2.1 Customer area shall be at least 250 square feet and shall include adequate space for a customer lounge and class/training rooms. Customers shall have immediate access to restrooms.

4.11.2.2.2 Administrative area shall be provided for employee offices, work areas, and storage.

4.11.2.2.3 Hangar area (for a Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in the SASO's fleet at the Airport maintained by the SASO, whichever is greater.

4.11.2.2.4 Hangar area (for a Sublessee), if required, shall be large enough to accommodate the largest Aircraft in the SASO's fleet at the Airport maintained by the operator.

4.11.2.2.5 Maintenance area, if required, shall be at least 250 square feet to include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

4.11.3 LICENSES AND CERTIFICATIONS

A SASO shall have and provide evidence, to the Executive Director, of all activity licenses and certificates that are required to conduct activity at the Airport.

4.11.4 PERSONNEL

A SASO shall provide a sufficient number of personnel in order to carry out activity in a safe, efficient, courteous, prompt, and professional manner while meeting the reasonable demands of consumers seeking such services.

4.11.5 EQUIPMENT

A SASO shall have, based at the Airport, either owned or under written lease to, and under the full and exclusive control of, the SASO, sufficient vehicles, equipment, and, if appropriate, one (1) properly certified and currently airworthy Aircraft shall be readily accessible.

4.11.6 HOURS OF ACTIVITY

A SASO shall be open and services shall be available during hours maintained by experienced entities providing comparable services (i.e. engaging in the same and/or similar activities). The SASO's services shall be available to meet the reasonable demands of consumers for the activity.

4.11.7 INSURANCE

A SASO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.12

TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (TSASO)

4.12.1 INTRODUCTION

4.12.1.1 The Board recognizes that Aircraft Operators using the Airport may, from time to time, have specialized service requirements such as Aircraft Maintenance and/or Flight Training. When specialized assistance is required, but is not available at the Airport through existing Commercial Operators due to the specialized nature of the service requirements and/or existing Commercial Operators are unable to provide the services being requested within a reasonable timeframe, the Executive Director may allow an Aircraft Operator to solicit and utilize the services of a qualified person to provide such services.

4.12.1.2 An Aircraft Operator shall initiate the process by informing the Executive Director about the desired specialized services, timeframe for the execution of the specialized services, and the Temporary Specialized Aviation Service Operator (TSASO) to provide the service.

4.12.1.3 The Aircraft Operator is responsible for assuring compliance with Regulatory Measures by the TSASO while on the Airport.

4.12.1.4 In addition to the general requirements set forth in Chapter 4.2, each TSASO at the Airport shall comply with the following Minimum Standards set forth in this section.

4.12.2 SCOPE OF ACTIVITY

A TSASO shall conduct activity on and from the Leased Premises of the Aircraft Operator in a safe, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products and services and engaging in similar activities. A TSASO must comply with any and all restrictions identified in the lease for the Leased Premises, if applicable. If necessary, due to the nature of the work being conducted, a TSASO may request Hangar space on a first come, first served basis, subject to present day Hangar rental rates on the airfield.

4.12.3 COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

4.12.3.1 An Aircraft Operator must submit a written request to the Executive Director on behalf of the TSASO.

4.12.3.2 Prior to engaging in activity on the Airport, the TSASO shall obtain a Commercial Aeronautical Activity Permit approved by the Executive Director for a specific period of time which is typically no more than thirty (30) days. Commercial Aeronautical Activity Permits are covered fully in Section 4.13 of the Minimum Operating Standards. Renewal of the Permit shall be subject to the TSASO's compliance with all terms and conditions of the approved Commercial Aeronautical Activity Permit.

4.12.3.3 The TSASO shall comply with all requirements for the permitted activities and limit service provided to the person(s), area(s), and timeframe identified in the approved Commercial Aeronautical Activity Permit.

4.12.3.4 An Aircraft Operator requiring after-hour or weekend service by a TSASO must notify Airport Administration prior to the operator engaging in activities at or on the Airport.

4.12.4 LICENSES AND CERTIFICATIONS

A TSASO shall have and provide evidence to the Executive Director of all agency licenses and certificates that are required to conduct the activity at the Airport.

4.12.5 INSURANCE

A TSASO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.13

COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

4.13.1 APPLICATION

4.13.1.1 Any person desiring to engage in any other Commercial Aeronautical Activity that has not been previously defined shall submit a written application to the Executive Director for a Commercial Aeronautical Activity Permit (a "Permit").

4.13.1.2 The applicant shall submit all of the pertinent information on the written application and thereafter shall submit any additional information that may be required or requested by the Executive Director in order to properly and fully evaluate the application and facilitate an analysis of the prospective operation. The written application shall include a basic business plan comprised of, but not be limited to, the following information:

- (i) Name and Contact Information (Address, Phone, Email)
- (ii) Comprehensive description of proposed activity
- (iii) Desired start date
- (iv) Anticipated hours of operation
- (v) Verifiable qualifications and experience
- (vi) Past and current financial results and/or performance, condition and capacity (as evidenced by historical and current financial statements)
- (vii) References.

4.13.1.3 Application fees and fees or other rates or charges imposed upon the activity itself shall be established by resolution of the Board.

4.13.1.4 No application will be deemed complete that does not provide the Executive Director with the information necessary to allow the Executive Director and/or the Board to make a meaningful assessment and determination that the applicant's prospective operation will comply with all Regulatory Measures and be compatible with all approved, current Airport planning documents, including, but not limited to, Airport Layout Plan and Airport Master Plan.

4.13.1.5 Following review and approval by the Executive Director and, if needed, the Board, the Permit will be signed by the Executive Director. A copy of the signed and approved Permit will be provided to the applicant.

4.13.2 APPROVED COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

4.13.2.1 A Permit is valid for the time period indicated on the Permit as long as the Permittee meets the following requirements:

- (i) The information submitted in the application is current. The Permittee shall notify the Executive Director, in writing, within three (3) business days of any change to the information submitted in the application.

- (ii) The Permittee is in compliance with Regulatory Measures and the terms and conditions of the approved Permit.

4.13.2.2 The Permit may not be assigned or transferred and shall be limited solely to the approved activity(s).

4.13.2.3 For a Lessee, the Permit shall be appended to its Agreement and become a material part thereof. The breach of any portion of the Permit by Permittee, including the application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the Airport Authority the option to terminate the Permit and/or the Agreement.

4.13.3 EXISTING COMMERCIAL OPERATOR WITH AN EXISTING AGREEMENT OR PERMIT

If there is a change in the scope of activities, the Permittee, prior to engaging in any activity not permitted under the original Agreement or Permit or expanding the scope of activities permitted under the original Agreement or Permit, shall submit a completed application for a Commercial Aeronautical Activity Permit to the Executive Director prior to conducting any activity not permitted under the Agreement or Permit.

CHAPTER 4.14

NONCOMMERCIAL HANGAR OPERATOR (NCHO)

4.14.1 INTRODUCTION

In addition to the General Requirements set forth in Chapter 4.2, each Noncommercial Hangar Operator (NCHO) at the Airport shall comply with the following Minimum Standards set forth in this section.

4.14.2 LEASED PREMISES

4.14.2.1 A Noncommercial Hangar Operator shall have, under Agreement and/or Permit issued by the Airport Authority, adequate land and Improvements, but not less than the following square footages, which are not cumulative:

Facilities	Group I Aircraft	Group II Aircraft	Group III Aircraft
Hangar	1,500 Square Feet	2,500 Square Feet	6,400 Square Feet

4.14.2.2 All required Improvements, including facilities and Motor Vehicle parking, shall be located on Contiguous Land and shall be of similar quality and material.

4.14.2.3 The development of Hangar(s) shall be limited to the following types of Hangar structures:

- (i) Single structures of not less than 1,500 square feet, completely enclosed.
- (ii) Single structures of not less than 5,000 square feet, sub-divided and configured, although each unit shall not be less than 1,000 square feet, in order to accommodate individual bays for the storage of Aircraft.

4.14.3 OWNERSHIP STRUCTURE

4.14.3.1 Hangar development may be undertaken by any person or entity, including associations.

4.14.3.2 Association membership shall be contingent upon ownership interest in the association of a proportionate share of the Noncommercial Hangar Facility which shall consist of not less than one (1) individual Hangar, or an equal portion of the common Hangar area which is consistent with the total number of member(s)/shareholder(s). Such area shall not be less than 1,000 square feet.

4.14.3.3 All member(s)/shareholder(s) of the association shall be disclosed to the Executive Director at the time the application for development and activity is submitted. Thereafter, the association and/or each member/shareholder of the association shall be required to demonstrate ownership, as required herein, as requested by the Executive Director from time to time.

Association shall appoint one (1) representative. The Hangar facilities developed and utilized by the association shall be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the association.

4.14.3.4 The association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.

4.14.3.5 Each member/shareholder of the association shall be responsible and jointly liable with all other member(s)/shareholder(s) for the association's compliance with these Minimum Operating Standards, and each member/shareholder of the association shall, upon written request by the Executive Director, provide appropriate written confirmation of membership status or share ownership. Every association member(s)/shareholder(s) declared to the Executive Director in accordance with this Section of these Minimum Operating Standards shall remain liable to the Airport for the association's compliance with these Minimum Operating Standards, regardless of whether the membership or ownership of the association changes, unless a release of liability of a former association member/shareholder is approved, in writing, by the Board.

4.14.4 EVIDENCE OF TITLE; COMMERCIAL ACTIVITY PROHIBITED

4.14.4.1 A NCHO shall provide evidence of Aircraft ownership, lease, or operation. If the Aircraft is being leased or operated by, or under the full and exclusive control of the NCHO, then the NCHO shall provide the Executive Director with a copy of the Lease or Operating Agreement. The Executive Director will determine if the Lease or Operating Agreement is for Noncommercial purposes.

4.14.4.2 No Commercial activity of any kind shall be permitted on or from the Leased Premises.

4.14.4.3 A NCHO shall not be permitted to sublease any land or Improvements on the Leased Premises for any purpose.

4.14.5 INSURANCE

The NCHO shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.15

SELF-FUELING PERMIT

4.15.1 INTRODUCTION

4.15.1.1 The Authority recognizes that self-fueling is permitted pursuant to the provisions of Chapter 11 of FAA Order 5190.6B. All persons desiring to Self-Fuel shall be given a reasonable opportunity, without unjust discrimination, to qualify and receive a Self-Fueling Permit. Those persons that have Agreements granting them the right to perform commercial fueling (e.g. an FBO) are not subject to this Chapter.

4.15.1.2 This Chapter sets forth the standards applicable to a person desiring to engage in Self-Fueling at the Airport. Any person engaging in such activities shall also be required to comply with Regulatory Measures pertaining to such activities.

4.15.1.3 The draining and re-dispensing of the same drained fuel associated with owner performed maintenance as permitted by FAR Part 43 is not considered a self-fueling activity under this Minimum Operating Standard.

4.15.1.4 In addition to the General Requirements set forth in Chapter 4.2, each Self-Fueling Permittee at the Airport shall comply with the Minimum Operating Standards set forth in this Chapter.

4.15.2 PERMIT/APPROVAL

4.15.2.1 No person shall engage in Self-Fueling activities unless a Permit authorizing such activity has been obtained from the Executive Director.

4.15.2.2 Applications for Self-Fueling Permits will be submitted to the Executive Director. The following documentation shall be submitted along with the application:

- A narrative description of the specific method by which the applicant proposes to engage in self-fueling (e.g. tank on pickup, mobile fueler, etc.); the specific equipment the applicant proposes to use in fueling operations; and whether applicant proposes to store any fuel on the Airport.
- A copy of a Certificate of Insurance evidencing coverage in the types and amounts required as set forth in Attachment D-Minimum Insurance Requirements.
- Proof of Ownership for any applicable fuel dispensing equipment.
- Aircraft registration certificates or other evidence of ownership or lease of the aircraft being operated, under the full and exclusive control and fueled by the applicant.

- If either equipment or aircraft are registered in the name of a business entity, copies of the organizing documents and evidence of good standing in the State of Nebraska, as well as a list of employees of the business entity who will be conducting fueling operations.

4.15.2.3 An application for a Self-Fueling Permit shall be approved by the Executive Director if the applicant meets the qualifications and standards set forth in this Chapter, if the Executive Director finds that all information provided with the application is true and accurate, and if the proposed activities will not create a safety hazard at the Airport. A Self-Fueling Permit shall be subject to all of the requirements of this Chapter 4.15 and other applicable provisions of the Rules and Regulations and Minimum Operating Standards;

EXCEPTION: A Self-Fueling Permittee who (1) will not deliver or dispense fuel in excess of 100 gallons per fueling operation (2) will not be utilizing equipment capable of delivering more than 100 gallons of fuel to the Airport during any one operation and (3) will not be storing fuel at the Airport (other than fuel delivered and dispensed into the aircraft) shall not be required to comply with Sections 4.15.4 and 4.15.5 of this Chapter, but shall be required to report and pay flowage fees and provide the required insurance.

4.15.2.4 The Authority prohibits the use of a “Co-op” (an organization formed by several aircraft owners for the purpose of refueling) as a single aircraft owner for the purpose of obtaining a self-fueling permit. Private flying clubs authorized under Chapter 4.16 of these Minimum Operating Standards must obtain a Self-Fueling Permit in the name of the flying club prior to any self-fueling operations.

4.15.2.5 The Executive Director is authorized at any time to require a Self-Fueling Permittee to show evidence of the continuing ownership of the aircraft or fueling equipment for which the permit was originally issued.

4.15.2.6 Self-Fueling Permits shall be valid for a period of three (3) years and thereafter may be renewed for a similar period. Self-Fueling Permits are valid only for the aircraft described in the application.

The Authority may terminate a Self-Fueling Permit immediately upon notice to the Permittee if the Permittee fails to comply with this Chapter and other applicable rules and regulations or if Permittee fails to maintain the required insurance.

4.15.3 REPORTING

4.15.3.1 All persons with Self-Fueling rights must report to the Airport the number of gallons uploaded each month and remit fuel flowage fees. A Self-Fueling Permittee shall maintain records and submit a summarized report to the Executive Director by the 10th day of the subsequent month that identifies the number of gallons of:

- Aviation fuel purchased by the Self-Fueling Permittee, organized by fuel type

- Delivered to the Self-Fueling Permittee's fuel storage facility, organized by fuel type
- Delivered or dispensed to Self-Fueling Permittee Aircraft at the Airport

4.15.3.2 Self-Fueling Permittee shall pay the appropriate fees and charges due to the Board at the Airport administrative office when invoiced by the Board, including, but not limited to, lease fees and fuel flowage fees.

4.15.3.3 Records and meters shall be made available for audit and review by the Board or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to the Self-Fueling Permittee and the amount of fuel delivered to the Self-Fueling Permittee's Aircraft and/or dispensed by Self-Fueling Permittee at the Airport, Self-Fueling Permittee shall pay promptly all additional fees and charges due to the Board at the Airport administrative office, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

4.15.4 FUEL STORAGE

4.15.4.1 Subject to availability, a Self-Fueling Permittee may lease from the Authority a site to construct or install an above-ground fuel storage facility in the centrally located Fuel Storage Area. The storage capacity of any such tank that has been authorized by the Authority have a capacity of not less than five thousand (5,000) gallons.

4.15.4.2 Fuel suppliers utilized by such Self-Fueling Permittee must meet all applicable Federal, State and Local regulations.

4.15.4.3 Fuel delivered/dispensed by such Self-Fueling Permittee shall meet quality specifications as outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the fuel is the sole responsibility of the Self-Fueling Permittee.

4.15.4.4 No mobile refuelers or other fuel transportation equipment shall remain on the Airport overnight without the consent of the Executive Director.

4.15.5 FUELING EQUIPMENT

4.15.5.1 In the event that mobile refuelers are needed for Self-Fueling operations, the Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of fuel to be dispensed with a minimum capacity of 750 gallons each. Avgas Refueling Vehicles shall have a maximum capacity of 1,200 gallons and Jet Fuel Refueling Vehicles shall have a maximum capacity of 3,000 gallons. All Refueling Vehicles shall be capable of bottom loading. Each Refueling Vehicle and all fueling equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those referenced in Section 4.3.5.3 of these Minimum Operating Standards.

4.15.5.2 Prior to engaging in self-fueling activities at the Airport, including transporting fuel onto the Airport, the Self-Fueling Permittee shall provide the Executive Director with a written SPCC Plan that meets Regulatory Measures for above ground fuel storage facilities and the Self-

Fueling Permittee's activities. An updated copy of the SPCC Plan shall be filed with the Executive Director at least thirty (30) days prior to any changes in operations.

4.15.5.3 A Self-fueling Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA AC 00-34A: "Aircraft Ground Handling and Servicing". Self-Fueling Permittee's SOP shall include a training plan, fuel quality assurance procedures and associated record keeping and emergency response procedures for fuel spills and fires. Self-Fueling Permittee's SOP shall also address:

- Regular safety inspections
- Bonding and fire protection
- Public protection
- Control of access to fuel storage facilities and Refueling Vehicles
- Marking and labeling of fuel storage tanks and Refueling Vehicles

4.15.5.4 Self-Fueling Permittee's SOP shall be submitted to the Executive Director not later than thirty (30) days before the Self-Fueling Permittee commences Self-Fueling at the Airport. Self-Fueling Permittee's SOP shall be resubmitted anytime changes are planned.

4.15.6 LIMITATIONS

A Self-fueling Permittee shall not sell and/or dispense fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by, and under the full and exclusive control of, the Self-Fueling Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Executive Director.

First Violation – Revocation of Permit for up to a period of one (1) year.

Second Violation – Revocation to be permanent.

4.15.7 EMERGENCY PUBLIC SERVICE

4.15.7.1 Entities providing an Emergency Public Service, including, but not limited to, National Guard, State, and local entities providing emergency services are not required to meet Minimum Operating Standards identified in Section 4.15.4. This does not, however, exclude requirements for Standard Operating Procedures.

4.15.7.2 Storage and delivery of fuel for Aircraft operated by an Emergency Public Service must be approved, in advance, by the Executive Director.

4.15.7.3 All other Minimum Operating Standards identified in this Section must be adhered to by the person or entity providing the Emergency Public Service.

4.15.8 INSURANCE

The Self-Fueling Permittee shall maintain, at a minimum, the coverages and limits of insurance set forth in *Attachment D - Minimum Insurance Requirements*.

CHAPTER 4.16

PRIVATE FLYING CLUB

4.16.1 GENERAL REQUIREMENTS

4.16.1.1 A Private Flying Club (PFC) shall file and keep current with the Executive Director:

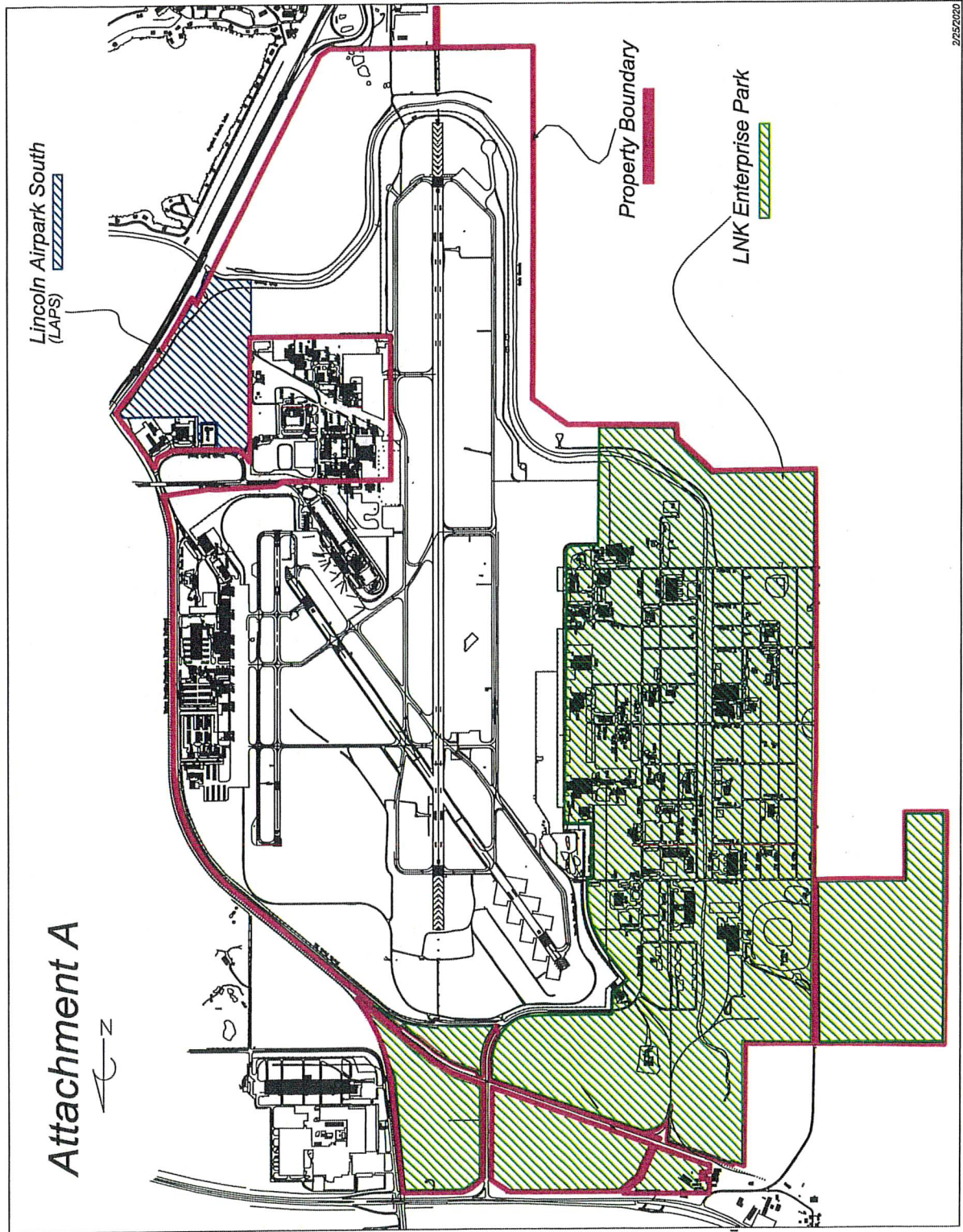
- (i) Copies of bylaws, articles of incorporation, operating rules, membership Agreements, and the location and address of the PFC's registered office.
- (ii) Roster of all officers and directors including home and business addresses and phone numbers.
- (iii) Designee responsible for compliance with these Minimum Operating Standards and other Regulatory Measures.

4.16.1.2 PFCs shall not be required to meet Minimum Operating Standards stipulated for Aircraft Rental or Flight Training Operators so long as no Commercial Operations of any kind are being conducted.

4.16.1.3 No member of a PFC shall receive Compensation for services provided for such PFC or its members unless such member is an authorized operator with the Board. This does not include the provision of flight instruction relating to Aircraft checkout and/or currency (e.g. biannual flight reviews, instrument proficiency checks, etc.) provided by a PFC member, on an exclusive basis, to other PFC members.

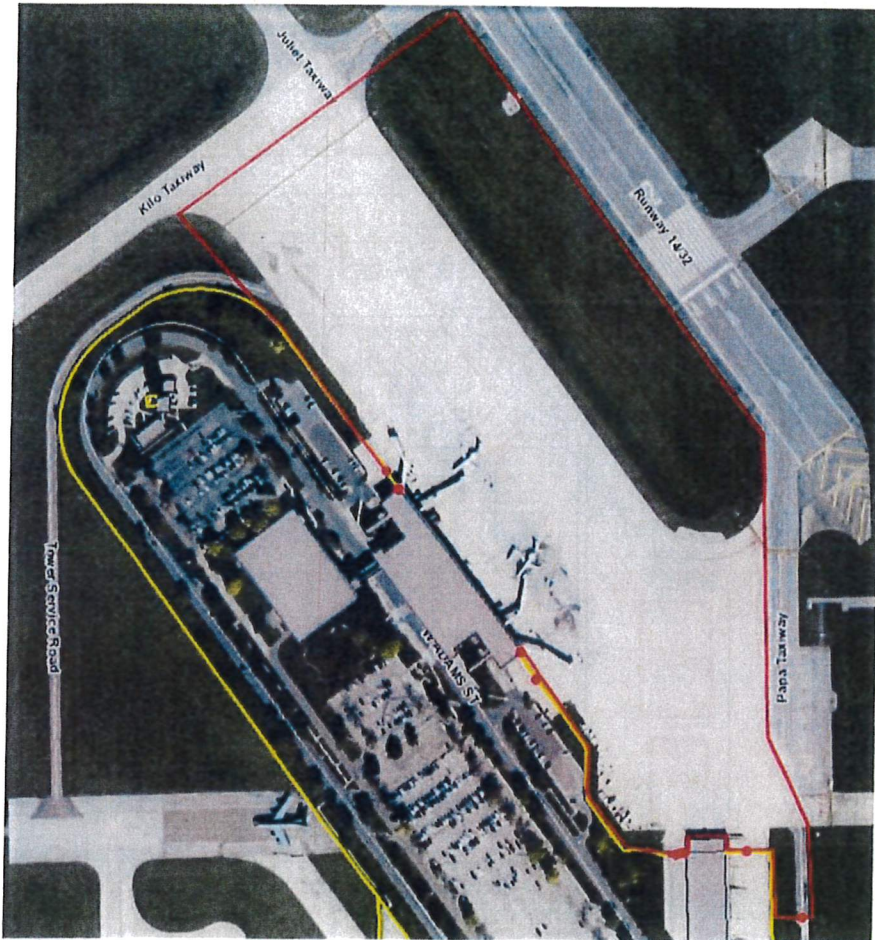
4.16.1.4 PFC Aircraft shall not be used by non-members.

4.16.1.5 No member shall use the PFC Aircraft in exchange for Compensation. This does not include reimbursement for costs and expenses associated with the use of the PFC Aircraft.



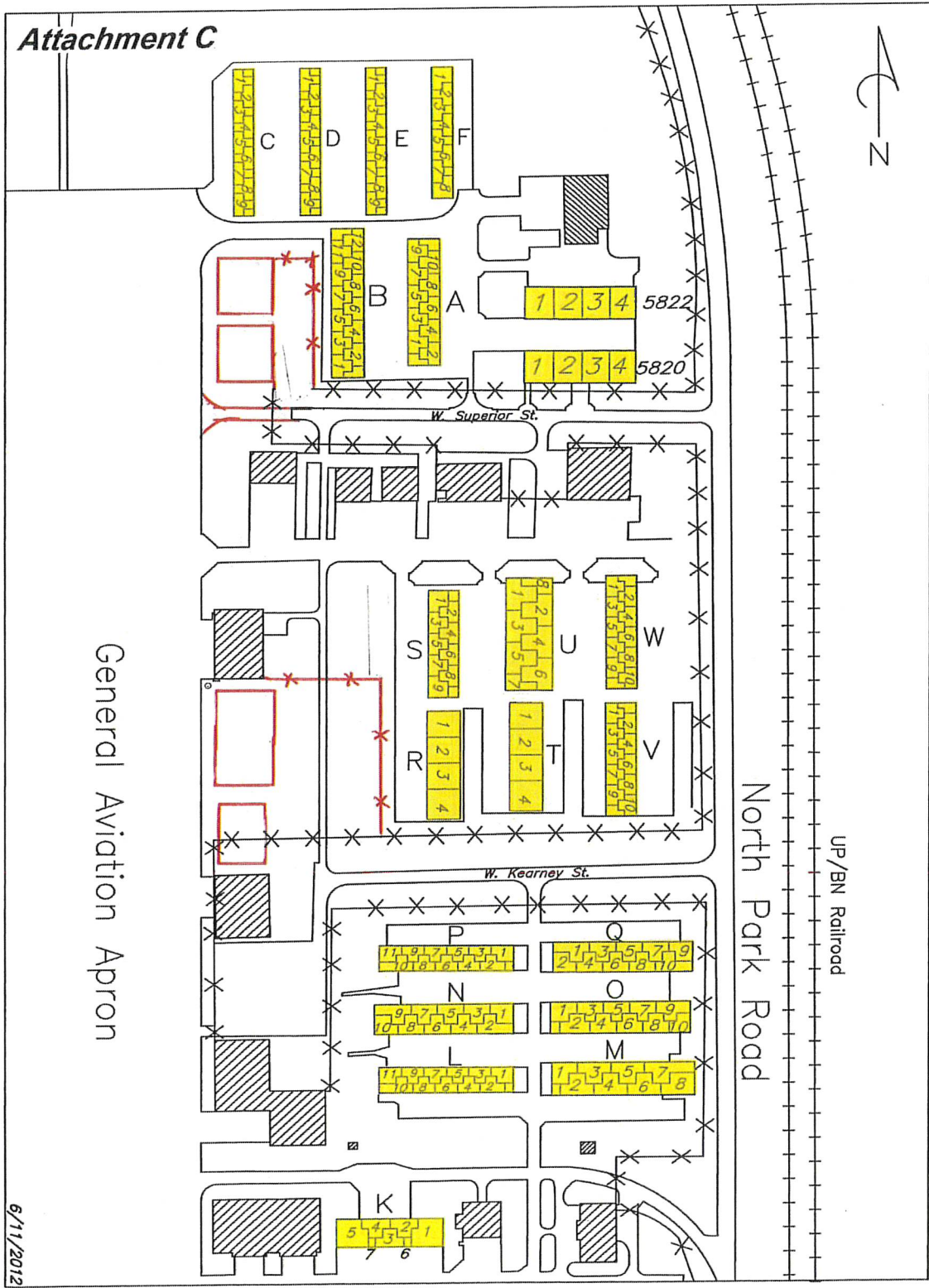
ATTACHMENT B

MAP OF SIDA



EXTERIOR SIDA OUTLINED IN RED

Attachment C



ATTACHMENT D
LINCOLN AIRPORT
MINIMUM STANDARDS

	Fixed Base Operator	Aircraft Maintenance operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Management Operator	Aircraft Sales Operator	Other Commercial Activities	Aircraft Storage Operator	Temporary Specialized Aviation Service Operator	Non Commercial Hangar Operator	Self Service Fueling Operator	Non Commercial Self Fueling Permittee	
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)													
Each Occurrence	\$10,000,000	\$5,000,000 Piston \$10,000,000 All Others	\$5,000,000 Piston \$10,000,000 All Others	\$1,000,000	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000	
COMPLETED OPERATIONS	Required	Required	Required	Required	Required	N/A	As Applicable	N/A	Required	N/A	N/A	N/A	
MOBILE EQUIPMENT	Required	Required	Required	Required	Required	N/A	As Applicable	N/A	Required	Required	Required	Required	
FIRE LEGAL LIABILITY	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	
ENVIRONMENTAL LIABILITY	\$5,000,000	N/A	N/A	N/A	N/A	N/A	As Applicable	N/A	N/A	N/A	\$1,000,000	\$1,000,000	
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)													
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Movement Area	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
HANGAR KEEPER'S LIABILITY													
SE Piston	\$10,000,000 Each Aircraft	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000			
Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000			
ME Piston		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000			
Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			
Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000			
Turboprop		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000			
Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000			
Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000			
Turboprop		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			
Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			
Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000			
Turbojet		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			
Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000			
Each Aircraft		\$10,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000			
Turbojet		\$5,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000			
Each Aircraft	\$10,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000				
Each Occurrence													
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)													
SE Piston/Group I	\$5,000,000 Each Aircraft	\$1,000,000/\$100,000 sub limit per person											
ME Piston/Group I		\$1,000,000/\$100,000 sub limit per person											
Turboprop/ Group I & II		\$5,000,000/\$250,000 sub limit per person											
Turbojet/ Group I		\$10,000,000											
Turbojet/ Group II		\$10,000,000											
Turbojet/ Group III		\$10,000,000											
Student and Renters		\$500,000											
WORKERS COMPENSATION													
Limits Based Upon State Statutory Requirements													

Commercial General Liability

Coverage for damages due to bodily injury, personal injury, property damage, contractual liability, independent contractors liability products and completed operations. If applicable, policy must also provide coverage for use of any unlicensed vehicles required by the activities of the operator while on Airport property.

Hangarkeepers' Liability

Coverage to include property damage for all non-owned aircraft under the care, custody and control of the operator

Aircraft and Passenger Liability

Coverage to include bodily injury, property damage and passenger injury for all owned, leased or operated aircraft

Environmental Liability

Gradual, sudden and accidental discharge or spill of pollutants including first party clean up and remediation of the premises; wrongful delivery or misdelivery of fuel; loading and unloading of fuel to and from the above ground storage tank (AST) , underground storage tank (UST) or mobile storage tank (MST).

Automobile Liability

Covers the liability resulting from bodily injury or property damage suffered by a third party arising out of the ownership or use of the insured's owned, nonowned, leased or rented automobile. If operating vehicle airside, policy may need to be endorsed to cover operating vehicle on airfield. Also applies to MSTs that are part of or attached to automobile or truck.

Certificates of Insurance

Certificates of Insurance must be provided to the Lincoln Airport Authority listing the Authority as Additional Insured and including a Waiver of Subrogation.