

WAYNE MUNICIPAL
AIRPORT AUTHORITY
AGENDA
June 9, 2025
5:30 p.m.

1. Call to Order

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the east wall of the Airport Terminal Meeting Room.

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

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

2. Pledge of Allegiance

3. Approval of Minutes

4. Approval of Claims

5. New Business

6. Old Business

- Discussion/possible action regarding aerial spraying operation request- Heinen Bros.
- Discussion/possible action regarding sanitary/water to corporate hangar
- Discussion/update on 2 bay corporate hangar project
- Discussion/update on runway lighting project
- Discussion/possible action regarding Wayne Municipal Airport Minimum Standards
- Discussion/possible action on jet fuel truck
- Flight simulator/club update

7. Airport Manager Comments

8. Adjourn

WAYNE AIRPORT AUTHORITY
BANK SUMMARY
CHECKING ACCOUNT
May 31, 2025

PREVIOUS BALANCE 12,985.20

DEPOSITS:

Interest on checking account	30.60
Avgas	4,869.29
County Treasurer	44,010.00
Accounts receivable	3,523.20
Transfer from MM	85,000.00

137,433.09

TOTAL AVAILABLE 150,418.29

CLAIMS:

Claims Paid May 96,773.38

BOOK BALANCE AS OF MAY 31, 2025 53,644.91

Plus Outstanding Checks 68,198.23

Less Outstanding Deposits 0.00

BANK BALANCE AS OF MAY 31, 2025 121,843.14

Airport Money Market Account

Date	Transaction	Average Rate	Transaction Amount	Balance
3/18/2019	Opening Balance		\$ 1,000,000.00	\$ 1,000,000.00
3/29/2019	Interest earned	1.83	\$ 702.15	\$ 1,000,702.15
4/30/2019	Interest earned	1.83	\$ 1,506.26	\$ 1,002,208.41
5/31/2019	Interest earned	1.83	\$ 1,558.85	\$ 1,003,767.26
6/28/2019	Interest earned	1.83	\$ 1,510.87	\$ 1,005,278.13
7/31/2019	Interest earned	1.83	\$ 1,563.63	\$ 1,006,841.76
8/31/2019	Interest earned	1.73354	\$ 1,483.46	\$ 1,008,325.22
9/30/2019	Interest earned	1.68666	\$ 1,398.78	\$ 1,009,724.00
10/31/2019	Interest earned	1.60	\$ 1,373.02	\$ 1,011,097.02
11/19/2019	Transfer to checking cost of flight simulator		\$ (92,779.00)	\$ 918,318.02
11/29/2019	Interest earned	1.52	\$ 1,218.18	\$ 919,536.20
12/31/2019	Interest earned	1.50	\$ 1,172.19	\$ 920,708.39
1/31/2020	Interest earned	1.50	\$ 1,170.47	\$ 921,878.86
2/28/2020	Interest earned	1.50	\$ 1,096.30	\$ 922,975.16
3/31/2020	Interest earned	1.33225	\$ 1,042.07	\$ 924,017.23
4/30/2020	Interest earned	0.88916	\$ 673.68	\$ 924,690.91
5/31/2020	Interest earned	0.807	\$ 632.26	\$ 925,323.17
6/30/2020	Interest earned	0.807	\$ 612.27	\$ 925,935.44
7/31/2020	Interest earned	0.707	\$ 554.63	\$ 926,490.07
8/31/2020	Interest earned	0.707	\$ 554.97	\$ 927,045.04
9/28/2020	Transfer to checking cost of jet fuel truck		\$ (28,500.00)	\$ 898,545.04
9/30/2020	Interest earned	0.707	\$ 535.73	\$ 899,080.77
10/12/2020	Transfer to checking cost of loan to flying club, retro flying club employment agreement, and OGP 1st payment		\$ (183,525.00)	\$ 715,555.77
10/30/2020	Interest earned	0.62493	\$ 421.41	\$ 715,977.18
11/30/2020	Interest earned	0.548	\$ 321.67	\$ 716,298.85
12/31/2020	Interest earned	0.548	\$ 332.55	\$ 716,631.40
1/31/2021	Interest earned	0.548	\$ 333.61	\$ 716,965.01
2/28/2021	Interest earned	0.548	\$ 301.46	\$ 717,266.47
3/31/2021	Interest earned	0.50009	\$ 304.71	\$ 717,571.18
4/30/2021	Interest earned	0.449	\$ 264.86	\$ 717,836.04
5/31/2021	Interest earned	0.31696	\$ 193.27	\$ 718,029.31
6/30/2021	Interest earned	0.15	\$ 88.53	\$ 718,117.84
7/31/2021	Interest earned	0.15	\$ 91.49	\$ 718,209.33
8/31/2021	Interest earned	0.0887	\$ 54.11	\$ 718,263.44
9/30/2021	Interest earned	0.05	\$ 29.52	\$ 718,292.96
10/31/2021	Interest earned	0.05	\$ 30.50	\$ 718,323.46

11/30/2021	Interest earned	0.05	\$ 29.52	\$ 718,352.98
12/31/2021	Interest earned	0.05	\$ 30.51	\$ 718,383.49
1/31/2022	Interest earned	0.05	\$ 30.51	\$ 718,414.00
2/28/2022	Interest earned	0.05	\$ 27.56	\$ 718,441.56
3/14/2022	Transfer to checking Est #8- Final & Est #25- Final		\$ (91,137.85)	\$ 627,303.71
3/31/2022	Interest earned	0.05	\$ 28.26	\$ 627,331.97
4/30/2022	Interest earned	0.05	\$ 25.78	\$ 627,357.75
5/9/2022	Transfer to checking OGP contract costs for 2022 Mayday event		\$ (61,628.25)	\$ 565,729.50
5/31/2022	Interest earned	0.05	\$ 24.70	\$ 565,754.20
6/30/2022	Interest earned	0.05	\$ 23.25	\$ 565,777.45
7/31/2022	Interest earned	0.14677	\$ 70.53	\$ 565,847.98
8/31/2022	Interest earned	0.2	\$ 96.12	\$ 565,944.10
9/30/2022	Interest earned	0.2249	\$ 104.62	\$ 566,048.72
10/31/2022	Interest earned	0.449	\$ 215.90	\$ 566,264.62
11/1/2022	Transfer from checking- received final from State		\$ 91,137.85	\$ 657,402.47
11/30/2022	Interest earned	0.8312	\$ 449.27	\$ 657,851.74
12/31/2022	Interest earned	1.07467	\$ 600.71	\$ 658,452.45
1/31/2023	Interest earned	2.38983	\$ 1,337.79	\$ 659,790.24
2/6/2023	Transfer to checking Est #1		\$ (28,685.71)	\$ 631,104.53
2/14/2023	Moved funds to CD		\$ (500,000.00)	\$ 131,104.53
2/28/2023	Interest earned	2.57925	\$ 721.81	\$ 131,826.34
3/13/2023	Transfers costs for STOL contracts		\$ (20,000.00)	\$ 111,826.34
3/31/2023	Interest earned	2.63164	\$ 267.44	\$ 112,093.78
4/10/2023	Transfer to checking Est #2		\$ (25,061.33)	\$ 87,032.45
4/30/2023	Interest earned	2.713	\$ 211.08	\$ 87,243.53
5/15/2023	Transfer costs for Fly In event		\$ (23,282.03)	\$ 63,961.50
5/31/2023	Interest earned	2.71616	\$ 171.99	\$ 64,133.49
6/12/2023	Transfer costs for Fly In event		\$ (48,831.43)	\$ 15,302.06
6/30/2023	Interest earned	2.762	\$ 75.50	\$ 15,377.56
7/31/2023	Interest earned	2.762	\$ 36.11	\$ 15,413.67
8/14/2023	Deposit CD funds		\$ 512,248.19	\$ 527,661.86
8/31/2023	Interest earned	2.762	\$ 734.37	\$ 528,396.23
9/30/2023	Interest earned	2.762	\$ 1,200.85	\$ 529,597.08
10/31/2023	Interest earned	2.762	\$ 1,243.74	\$ 530,840.82
11/30/2023	Interest earned	2.762	\$ 1,206.40	\$ 532,047.22

12/31/2023	Interest earned	2.762	\$ 1,249.50	\$ 533,296.72
1/31/2024	Interest earned	2.762	\$ 1,249.01	\$ 534,545.73
2/29/2024	Interest earned	2.762	\$ 1,171.07	\$ 535,716.80
3/31/2024	Interest earned	2.762	\$ 1,254.67	\$ 536,971.47
4/30/2024	Interest earned	2.762	\$ 1,217.00	\$ 538,188.47
5/31/2024	Interest earned	2.762	\$ 1,260.46	\$ 539,448.93
6/11/2024	Transfer costs for est #1		\$ (110,342.39)	\$ 429,106.54
6/27/2024	Deposit costs for est #1		\$ 110,342.39	\$ 539,448.93
6/30/2024	Interest earned	2.762	\$ 1,089.27	\$ 540,538.20
7/9/2024	Transfer costs for est #2		\$ (190,231.97)	\$ 350,306.23
7/15/2024	Deposit costs for est #2		\$ 190,231.97	\$ 540,538.20
7/31/2024	Interest earned	2.762	\$ 1,179.71	\$ 541,717.91
8/12/2024	Transfer 10% cost share FAA project- Aug claims		\$ (39,977.58)	\$ 501,740.33
8/31/2024	Interest earned	2.762	\$ 1,208.35	\$ 502,948.68
9/11/2024	Transfer costs for est #4		\$ (279,664.43)	\$ 223,284.25
9/16/2024	Transfer costs for est #4		\$ 279,664.43	\$ 502,948.68
9/30/2024	Interest earned	2.762	\$ 1,034.23	\$ 503,982.91
10/31/2024	Interest earned	2.762	\$ 1,180.35	\$ 505,163.26
11/11/2024	Transfer costs for est #5		\$ (177,254.68)	\$ 327,908.58
11/22/2024	Transfer costs for est #5- auth. Share		\$ 151,131.00	\$ 479,039.58
11/29/2024	Interest earned	2.762	\$ 1,020.05	\$ 480,059.63
12/31/2024	Interest earned	2.762	\$ 1,124.32	\$ 481,183.95
1/31/2025	Interest earned	2.762	\$ 1,130.05	\$ 482,314.00
2/28/2025	Interest earned	2.762	\$ 1,022.97	\$ 483,336.97
3/10/2025	Transfer to checking		\$ (30,000.00)	\$ 453,336.97
3/31/2025	Interest earned	2.762	\$ 1,085.12	\$ 454,422.09
4/15/2025	Transfer to checking		\$ (10,000.00)	\$ 444,422.09
4/30/2025	Interest earned	2.762	\$ 1,020.62	\$ 445,442.71
5/12/2025	Transfer to checking		\$ (85,000.00)	\$ 360,442.71
5/31/2025	Interest earned	2.762	\$ 923.82	\$ 361,366.53

WAYNE MUNICIPAL AIRPORT AUTHORITY

May 12, 2025

5:30 P.M.

A regular meeting of the Airport Authority of the City of Wayne was called to order at the Nancy Braden Terminal Building on the above date and time by Chairman Scott Hammer. The following members were present: Scott Hammer, Andrea Henderson, Tom Schmitz, and David Ley. Also attending the meeting were Beth Porter Airport Authority Treasurer, Tom Becker, Karma Schulte, Scott Carr, and Travis Meyer Becker Flying Service, Curtis Christianson Olsson Engineering and Lisa Meyer.

Ley moved and Henderson 2nd to approve the minutes of April 14, 2025, Regular Meeting. Roll was called with the following results: Yeas: Henderson, Hammer, Schmitz, and Ley. Nays: None. The Chairman declared the motion carried.

Henderson moved and Schmitz 2nd to approve all claims presented as of May 12, 2025. Roll was called with the following results: Yeas: Henderson, Hammer, Schmitz, and Ley. Nays: None. The Chairman declared the motion carried.

Hammer moved and Henderson 2nd that we approve running sanitary/water to the corporate hangar after attempting to receive a second bid on the project but approve the one existing bid if not able to get new bid in timely manner. Roll was called with the following results: Yeas: Henderson, Hammer, Schmitz, and Ley. Nays: None. The chairman declared the motion carried.

The review of Wayne Municipal Minimum Standards was tabled for our regulators to review and give an opinion on our existing standards.

Hammer moved and Henderson 2nd that we retain legal representation for issue with airport spray operations. Legal representation should be knowledgeable in aeronautics, and we will refer to Hartington Airport Authority for references. Roll was called with the following results: Yeas: Henderson, Hammer, Schmitz, and Ley. Nays: none. The Chairman declared the motion carried.

Ley moved and Henderson 2nd that the Authority apply for runway lighting project from State Department of Roads, Aeronautics Division. Roll was called with the following results: Yeas: Henderson, Hammer, Schmitz, and Ley. Nays: none. The Chairman declared the motion carried.

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

There being no further business, Chairman Henderson adjourned the meeting at 6:50 PM.

David R. Ley Secretary

**WAYNE MUNICIPAL
AIRPORT AUTHORITY**

June 9, 2025

Ck # 8863	Ace Hardware- Cleaning supplies, gopher gas	91.10
Ck # 8864	Allo- Phone & internet.....	296.12
Ck # 8865	Appeara- Rugs & mops.....	115.14
Ck # 8866	Becker Flying Service –	
	Managers contract	3,000.00
	Less FBO lease.....	(100.00)
	Less storage bldg.	(61.00)
		2,839.00
EFT	Black Hills Energy- Natural gas	344.87
Ck # 8867	Bomgaars- Sprinkler	89.99
Ck # 8868	City of Wayne	
	AWOS	8.54
	Apron lighting	26.35
	House.....	182.55
	Terminal/hangar	1,214.63
	Shop.....	276.04
	Office & irrigation.....	218.76
	Lift station	0.72
	Corporate hangar	54.38
	Postage.....	25.81
	Ads/notices	15.91
	Gopher bait.....	31.95
	Fuel truck meter.....	304.00
	Data plan iPad	-18.66
	Treasurer’s fee.....	500.00
		2,840.98
EFT	Department of Aeronautics –	
	Hangar Loan H07	1,391.00
	AWOS	383.33
		1,774.33
Ck # 8869	FCF Construction, Inc	
	AIP 3-31-0086-020/021 Est #7	125,938.85
	AIP 3-31-0086-020/021 Est #8 final ...	10,000.00
		135,938.85
Ck # 8870	Johnny’s Pest Control- Pest control.....	70.00
Ck # 8871	Northeast Nebraska Aviators Inc.-Employment Agmt. June 2025.....	2,200.00

Ck # 8872	Olsson	
	AIP 3-31-0086-020/021 Est #17	3,600.00
	AIP 3-31-0086-020/021 Est #18 final	3,600.00.....7,200.00
EFT	Verizon – Cell phone	115.46
	TOTAL	\$153,915.84

HEINEN BROTHERS AGRA SERVICES, INC.

SPILL RESPONSE PLAN OF FERTILIZER AND CHEMICALS

1. **ELIMINATE** all ignition sources in the immediate area.
2. Determine the size of leak and risk of approaching or handling the product that is leaking.
3. Stop the leak if can do so without injury/harm to yourself.
4. Do not work alone - call or send for help.
5. Prevent the spill from entering waterways, sewers, basements, or confined areas.
6. Know what you are dealing with - if you are in doubt of what to do, use "**The Emergency Response Guidebook**" or an "**SDS Sheet**". All employees working with the spill emergency should be aware of the hazards of the product and be trained in dealing with the spill situation.
- 7. ALWAYS USE APPROPRIATE PROTECTIVE EQUIPMENT.**
8. When required, make sure local, state, and federal agencies are contacted as soon as possible. They will assist you in assessing the situation.

MINOR LEAKS

1. Attempt to Stop the Leak
 - Plug hole with a suitable material to stop the leak
 - Wrap pipe with tape and clamp
 - Replace leaking part, if possible
2. When leak is stopped or slowed, arrange to transfer product to another tank and make permanent repairs.

(Cleanup should be done in accordance with directions below)

MAJOR LEAKS

1. Plug hole with appropriate material such as a tapered wooden plug if the valve is broken off.
2. Wrap pipes with a bag, inner tubes, rags, etc. and wire to slow leak.
3. Prepare sump to control flow. Dig a hole (line with polyethylene film if time permits); sand bag a small area; or divert the flow into drums, if possible. You may have to use a temporary dirt or sand berm until the emergency is over.
4. Use a portable pump to transfer product from "sump" to another tank, truck, or trailer.
5. Take care to prevent product from escaping from local tank area in order to avoid contamination of nearby streams, water supply, sewage, or drainage facilities, etc.
6. Cleanup - use absorbent materials to soak up spilled chemicals such as soil, sawdust, or special products made for the purpose of picking up chemicals. Shovel all contaminated material into leak-proof containers for disposal.
7. Do not hose down the area of any chemical spill as it tends to spread the chemical.
8. Decontaminate and/or dispose properly all contaminated clothing, containers, rescue equipment, truck beds, etc.
9. Confirm that all proper local, state, and federal agencies have been informed of the spill, if required.
10. Refer to emergency numbers which are attached to this plan. Included is information that you should gather to assist you in making your spill report.

EMPLOYEE TRAINING

All employees who work in the areas of fertilizer and chemical should have training which includes what to do in the event of a spill. In addition, each employee should have training in the safe handling of all fertilizer and chemical products. Emergency equipment should be identified and each employee should be familiar with how to use it. Each employee's training is documented in the employee's training file.

AERIAL APPLICATOR AGREEMENT

THIS AGREEMENT (herein referred to as "Agreement") made effective April ____ 2024, by and between the City of Wayne Nebraska (hereinafter, the "City"), owner of the Wayne Municipal Airport/Stan Morris Field (hereinafter referred to as "Wayne Municipal Airport"), and Heinen Brothers Agra Services, Inc. (hereinafter referred to as "Aerial Applicator").

WHEREAS, Aerial Applicator desires to use Wayne Municipal Airport in connection with its aerial application and crop-dusting business; and

WHEREAS, The City agrees to allow Aerial Applicator to use the Wayne Municipal Airport for said aerial application and crop-dusting business subject to the terms and conditions contained in this Agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **RENTAL TERM:** The term of this Agreement shall be from the date executed by both parties through and including October 31, 2025.
2. **RENTAL AMOUNT:** Aerial Applicator shall pay a fee of **\$2,000.00** for the rental term. Payment of said amount is due in full upon the signing and execution of the Agreement by Aerial Applicator.
3. **LOCATION OF OPERATION:** The designated location at the airport for Aerial Applicator shall be [description of location].
4. **USE OF AIRPORT:** Aerial Applicator shall only use the airport in connection with its aerial application and crop-dusting business. Aerial Applicator shall be responsible for maintaining a clean and safe operation and shall keep the area assigned to it free and clear of any and all refuse and debris.
5. **PERMITS REQUIRED:** Aerial Applicator shall obtain, maintain in full force and effect, and comply with all governmental permits, approvals and authorizations necessary for the conduct of its business operations. Aerial Applicator shall supply the City with copies of such permits, approvals, and authorizations. Aerial Applicator shall promptly notify the

Airport Manager of the expiration or the revocation of any such permits, approvals, and authorizations.

6. **HAZARDOUS MATERIALS:** Aerial Applicator will be using or producing substances which are deemed "hazardous" under certain federal and state laws and regulations. The use or production of these substances is in the ordinary course of Aerial Applicator's business and cannot be avoided. Aerial Applicator, at its sole expense, shall comply with any and all laws, regulations, requirements, and orders now in force and which may hereafter be imposed by all federal, state, county, municipal, and other applicable governmental authorities pertaining to Aerial Applicator's use and occupancy of the airport for its aerial application business.

7. **ADVERSE ENVIRONMENTAL EVENT:** Aerial Applicator shall use all reasonable means to prevent an adverse environmental event. The term "an adverse environmental event" shall be defined as a spill, leak, or release of a hazardous substance that poses a threat to the quality of air, water, lawn, land, fish, wildlife, or natural resources or a threat of damage to persons or property. Aerial Applicator shall:
 - (A) Immediately notify the Airport Manager of any spill (wet or dry), leak, or adverse environmental event, and solely at its own expense, immediately clean up any spill (wet or dry), leak, or adverse environmental event.
 - (B) Store its chemical materials in a safe and suitable manner and use proper equipment for the transferring of liquids and chemicals to the aircraft.
 - (C) Appropriately label and store hazardous substances.
 - (D) Be responsible for the disposal or reuse of hazardous materials in accordance with all local, state, and federal laws.
 - (E) Have sufficient financial resources to remedy the spill (wet or dry), leak, or adverse environmental event, as required by local, states, and federal law, and to adequately compensate for injury to person or City property and of third parties who may be affected by the adverse environmental event.

8. **INSURANCE:** It is the intent of the parties that Aerial Applicator be responsible for the expense of any and all clean up, remediation, or damages caused by the Aerial Applicator.
9. **RADIOS REQUIRED:** Aerial Applicator shall have and use radios while performing spray operations off the Wayne Municipal Airport in accordance with official FAA-recommended procedures at non-towered airports. CFR 91.113 cites basic right-of-way rules, and CFR 91.126 and 91.127 establish traffic-flow rules at non-towered airports. The *Aeronautical Information Manual* and Advisory Circular 90-66A expand on the regulations.
10. **NOTICES:** The parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement, the following named individuals shall be the authorized representatives of the parties:

City of Wayne Nebraska:

Wayne Municipal Airport
Attn: Airport Manager Tom Becker
2304 E Highway 35
Wayne, NE 68787

Aerial Applicator:

Heinen Brothers Agra Services
Attn: John Lueger
1226 104th Rd,
Seneca, KS 66538

or such other representative at such address as either party may designate by written notice to the other party. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given; or, on the fourth (4th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered mail, or certified mail, with postage prepaid and properly addressed as shown above.

11. **DEFAULT:** The City and Aerial Applicator agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by Aerial Applicator of a condition, covenant, or provision of this Agreement will constitute a material breach and a default of the City's obligations under this Agreement, including, but not limited to:

(A) Failure of Aerial Applicator to abide by any provision(s) of this Agreement.

- (B) Abandonment of the property by Aerial Applicator.
- (C) Failure of Aerial Applicator to make the rental payment as required under this Agreement.
- (D) Aerial Applicator, for any reason, fails to maintain insurance coverage or security which is required pursuant to this Agreement.
- (E) Aerial Applicator files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency or makes a general assignment for the benefit of creditors.
- (F) Unapproved or unauthorized transfer of any interest acquired under this Agreement by Aerial Applicator.
- (G) Use of Premises for unlawful purposes by Aerial Applicator.

12. **DEFAULT:** The City and Aerial Applicator agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by the City of a condition, covenant, or provision of this Agreement will constitute a material breach and a default of Aerial Applicator's obligations under this Agreement, including, but not limited to:

- (A) Not allowing the Aerial Applicator access to the Wayne Municipal Airport.
- (B) Unreasonably interfering with the Aerial Applicator's business.

Upon a material breach and default, Aerial Applicator or the City shall be provided with written notice and demand to cure said material default(s). Said notice shall give the defaulter five (5) days after receipt of written notice to cure the material default(s).

13. **TERMINATION OF AGREEMENT:** This Agreement may be terminated either for cause by the City or by the election of either party as follows:

- (A) **TERMINATION FOR CAUSE:** In the event there is a material default of this Agreement and such default is not cured within five (5) days after receipt of written notice of default from the party not in default may terminate this Agreement effective immediately by written notice.

14. **ASSIGNMENT OF AGREEMENT:** Aerial Applicator shall not have the right to sublet, assign, transfer, or in any manner re-lease any part of the Agreement or airport premises. Any attempts to do so without the City's expressed written approval shall be null and void.

Phone Number

Email

Wayne Municipal Airport – Stan Morris Field

Minimum Standards for Commercial Aeronautical Activities Use and Operation

Introduction

The City of Wayne owns the Wayne Municipal Airport – Stan Morris Field (Airport). The Wayne City Council created for the city an airport authority, which shall be managed and controlled by a board. The airport authority board shall have the full and exclusive jurisdiction and control over all facilities owned or acquired by the city for the purpose of aviation operation, air navigation and air safety operation. The board is a body corporate and politic, constituting a public corporation, and an agency of the city. The daily management of the Airport is under the direction of the Airport Manager or his designee. The Wayne Airport Authority has approved these Minimum Standards.

The Airport Authority has assumed certain responsibilities and obligations to operate the Airport for the use and benefit of the public, and make it available for all types, kinds, and classes of aeronautical activity. It wishes to make the Airport available for public use by applying reasonable terms, without unjust discrimination, for those desiring to offer services or commodities at the Airport. The imposition of these Minimum Standards will provide to all entities who desire, to conduct, carry on, or engage in aeronautical, vehicular, or pedestrian activities at the Airport, the basic requirements to conduct such activities without exclusive right or infringing on the abilities of others to provide similar activities. The Airport Authority is authorized to access fees and charges for conduction, carrying on, on engaging in activities or services as described in these Minimum Standards. The Wayne Municipal Airport fees and charges shall be established to make the Airport as self-sustaining as possible and sufficient to cover Airport costs.

These Minimum Standards establish the threshold entry requirements for those wishing to provide Aeronautical Services to the public and to ensure that those who have undertaken to provide commodities and services are treated fairly. These Minimum Standards were developed taking into consideration the aviation role of the

Airport, facilities that currently exist at the Airport, services being offered at the Airport, future development plans for the Airport, and to promote competition at the Airport.

Any activity for which there are no specific Minimum Standards will be addressed by the Airport Authority on a case-by-case basis.

The Authority may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection, or emergency response actions. The Airport Authority may waive or modify any portion of these Minimum Standards for any Entity when it is determined that such waiver or modification is in the best interest of the public and will not result in discrimination against other commercial operators at the Airport

The granting of such right and privilege by the Airport Authority for those wishing to provide to the activities selected and specified by written agreement shall not be construed as affording any Operator the exclusive right of use of the premises and facilities of the Airport other than those premises which may leased exclusively by the Operator, and then only to the extent provided in a written agreement.

Section 1. Definitions:

Aeronautical Activity - any activity conducted at airports which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra light operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.

Aeronautical Service - any service which involves makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport by a person who has a lease from the airport owner to provide such service.

Air Operations Area or AOA – Any area of the airport, both public and leased, used or intended to be used for the landing, takeoff, taxiing, or parking of aircraft, or any other area designated so by the Airport Manager.

Air Traffic Control or ATC – personnel, equipment, air traffic services and Federal Aviation Administration procedures provided or prescribed for use at the airport, including those procedures for operation of aircraft at an uncontrolled airport.

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

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

Airport Manager or Manager – The Airport Manager as appointed by the Wayne Airport Authority. Said Manager or his/her designee is responsible for administration, operation and maintenance of the Airport.

Airport - the Wayne Municipal Airport - Stan Morris Field, and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it

now exists on the Airport Layout Plan or as it may hereinafter be extended, enlarged or modified.

Airport Roadway -- Those portions of the airport designated and made available temporarily or permanently by the Airport Authority for vehicular traffic and not located on ground leased by others.

Airport Tenant -- Any person, firm, or corporation leasing property or improvements from the Wayne Airport Authority who is not a Fixed Base Operator (FBO)

Apron or Apron Area -- Those portions of the airport, both public and leased, designated for the parking and/or storage of aircraft.

Business Franchise -- The Commercial Operator/Airport operations Franchise issued Commercial Tenants and FBO's by the Wayne Airport Authority certifying compliance with the airport's minimum standards.

City -- The City of Wayne, Nebraska.

Commercial Business or Commercial Business Activity -- The conduct of any activity on the airport for hire, whether conducted by a licensed business or individual.

County -- Wayne County, Nebraska.

FAA - Federal Aviation Administration.

FAR - Federal Aviation Regulation.

Fixed Base Operator (FBO) - Any aviation business or Fixed Base Operator duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities at the airport under strict compliance with such agreement and pursuant to these regulations and standards.

Franchise Fee -- As established by the Wayne Airport Authority Rates and Fees Schedule.

Flying Club - a non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

Fueling Operations - the dispensing of aviation fuel into aircraft.

Large Aircraft - An aircraft of more than 12,500 pounds maximum certified takeoff weight or turboprop and turbojet aircraft.

Lease - (pertaining to the lease by an aeronautical activity) a long-term written agreement established on a minimum basis of six (6) months.

Minimum Standards - the standards which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

NOTAM - a Notice to Airmen published by the FAA.

Operator -- Any person who pilots, controls, or maintains, whether directly or indirectly, an aircraft, airport or vehicle.

Owner - the Wayne Municipal Airport - Stan Morris Field.

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

Person - Any individual, firm, partnership, corporation, association, or company (including any assignee, receiver, trustee, or similar representative thereof), or the United States of America or any government or governmental subdivision, partnership, association, or any other legal entity.

Public Area -- Those portions of the airport available for the use of the general public.

Restricted Area -- Any portion of the airport to which no ingress is permitted except upon specific authorization by the Airport Manager.

Ramp Privilege - the driving of a vehicle upon an aircraft parking ramp on the airside of the airport to deliver persons, cargo or equipment to an aircraft as a matter of convenience or necessity.

Run-up -- Any operation of a stationary aircraft engine above idle power except to overcome inertia for taxiing for takeoff.

Small Aircraft - an aircraft of 12,500 pounds or less maximum certified take-off weight.

Specialized Aviation Service Operations -- (SASO) Any aviation service provider that is not an FBO. A SASO may be engaged in one or more activities.

UNICOM - Non-governmental communication facility which provides airport advisory information.

Wayne Airport Authority Board -- The Wayne Airport Authority Board, an elected board, which has policy, and decision-making authority for the operation of the airport.

This term shall also include the persons employed by the Wayne Airport Authority when acting in an official capacity on behalf of the WAA.

Section 2. General Requirements

1. **Written Agreement.** Prior to the commencement of operations, the prospective Operator will be required to enter into a written agreement with the Authority. It should be understood that these Minimum Standards do not necessarily represent a complete recitation of the provisions to be included in the written agreement and that other provisions may be added, modified, or adopted, provided that any such contract provisions shall not be inconsistent with these Minimum Standards.
2. **Insurance.** The Authority shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. Operator covenants and agrees to hold Authority free and harmless from loss from each and every claim and demand of whatever nature made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the airport on the part of the Operator, Operator's agents, servants, invitees, and employees, and for such purpose Operator agrees to carry liability insurance naming the Authority as additional insured. Operator shall file a certificate of insurance with Authority evidencing that such insurance has been furnished, and the same will not be canceled without written notice to Authority thirty days in advance of cancellation. These minimum requirements shall be applicable to all operations of a similar nature. All operators will, however, be required to maintain the following types of insurance:
 - a. Aircraft liability
 - b. Comprehensive liability and comprehensive property damage, including vehicular

Section 3. Fixed Base Operators

The Airport Authority will only enter into an agreement with one FBO for use of the Wayne Municipal Airport owned FBO facility at the Airport. (In the current economic

climate there is not sufficient volume of business to attract more than one FBO.) This does not mean that the City will grant an exclusive right to this FBO for providing aeronautical service to the airfield. A Review of the FBO's lease shall occur every five (5) years.

A. An FBO shall meet the following minimum standards:

1. The FBO shall agree to a lease for a term to be mutually agreed upon between the parties. The lease will include appropriate office, hangar or shop space for the proposed services. The applicant must obtain the Wayne Airport Authority's approval prior to beginning commercial operations.
2. The FBO shall provide the personnel, equipment and facilities required to service all types of Aircraft normally frequenting the Airport.
3. The FBO shall conduct its business and activities on and from the leased/assigned premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced FBO's providing comparable products, services, and activities from similar airports in like market.
4. The FBO shall have the premises open and services available within a reasonable time period
5. The FBO shall possess a valid Nebraska State Tax ID Number, collect appropriate sales tax on revenue, file tax reports with the Department of Revenue and IRS and make all appropriate tax payments required by law.
6. The FBO shall comply with all federal, state, and local environmental requirements.
7. The FBO shall adhere to the airport's Rules and Regulations and to conform to all applicable local, state, and federal laws.
8. An FBO must show proof of financial responsibility or be properly bonded with the airport owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated. The airport authority may require different coverage based on review of the proposed business and the background of the applicants.

- B. The Airport Authority reserves the right to reject any or all proposals.
- C. Agreements will be negotiated separately and in the airports best interest for the use of its FBO facilities.
- D. Hangar space, shop areas, restrooms, and other equipment as well as sufficient personnel shall not necessarily be accumulative for each service provided. The actual contract agreement between an FBO and the airport owner shall spell out the required services of the FBO and the square footage, number of personnel, etc. which must be provided by that FBO.

- E. An FBO is required to perform the following functions or abide by the following rules:
 - 1. Install, operate, maintain, repair, and store all equipment necessary for the conduct of the FBO's business subject to the approval of the airport owner.
 - 2. Use, with others so authorized, any common areas or equipment on the airport including, but not limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.
 - 3. Upon termination of the lease, return any leased property to the airport owner in the same condition as it was at the start of the lease, normal wear excluded. Any improvements or additions made to real property during the term of the lease will become property of the airport owner at the termination of the lease.
 - 4. Will not prevent any person, company, or employee of a company from servicing, maintaining, or fuelling their own aircraft that might be parked or hangared at the airport.
 - 5. Make its business open to all forms and classes of aeronautical use.
 - 6. Submit to and abide by periodic safety inspections by the Airport owner, the FAA, and/or the Nebraska Department of Aeronautics.
 - 7. Maintain all leased areas and the Interior and exterior of any leased or constructed buildings to an acceptable standard.
 - 8. Remove and properly dispose of any trash from the leased property.
 - 9. Notify and gain approval of the airport owner of any intended reduction of

services which are included in the FBO's lease agreement.

10. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.
 11. Abide by any and all rules, requirements, or mandates placed upon the airport owner by the FAA or the State of Nebraska including, but not limited to, the Grant Assurances of FAA grants and the Terms and Conditions of State of Nebraska grants.
 12. An FBO's rights do not supersede the airport owner's rights and obligations.
 13. An FBO may not park vehicles, trailers, motor homes, mobile homes, or any other vehicle or trailer on airport property without written approval of the airport owner.
- F. The airport owner retains the right and/or obligation to do the following:
1. Approve placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the airport as shown on an FAA or Nebraska Department of Aeronautics approved Airport Layout Plan.
 2. Maintain the airport in a safe and serviceable condition.
 3. Direct the repairs of all airport property and equipment.
 4. Collect all fees for the use of the airport; these fees include lease of hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The airport owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user. Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.
 5. Impound any personal property, tools, furniture, aircraft, or equipment located on the leased property and hold or liquidate such until all fees and taxes due the airport owner are paid, subject to a court judgment.

6. Reserve the right to take any actions necessary to protect the safety and usability of the airport and the approach surfaces to all runway ends.
7. Owner may cancel the contract FBO as stated within the FBO lease. The Wayne Airport Authority may also cancel the FBO lease in the event of any of the following acts or omissions by the FBO.
 - i. The FBO does not meet the qualifications, standards and requirements established by these Minimum Standards;
 - ii. The proposed operation, Airport development or construction does not comply with the approved Airport Layout Plan.
 - iii. The FBO creates a safety hazard;
 - iv. The FBO discontinues required services to the public
 - v. Has defaulted in the performance of any lease or other agreement with the Wayne Municipal Airport or any lease or other agreement at any other airport.
 - vi. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months;
 - vii. Fall below or be in non-compliance with any Federal, state or local laws governing the occupancy or use of associated facilities such as hangars, offices, fuel tanks, etc.
 - viii. The FBO has committed any crime, or violated any local rule or regulation which adversely reflects on its ability to conduct FBO operations.

Section 4. Aerial Applicators

Any person, Airport Tenant, or FBO desiring to engage in aerial application operations must have an Agricultural Aircraft Operator Certificate Issued by the FAA; comply with the requirements of all Federal, State, and local laws and/or regulations applicable to aerial application operations. The Airport Authority will only enter into an agreement with (2) two permanent operators and (0) no temporary operators. Those engaged in the above activities shall meet the following minimum standards:

1. The Operator shall lease land from the Authority. The minimum area in each instance shall be subject to the approval of the Authority. The operator shall make suitable arrangements and have such space available in the leased area for safe loading and unloading and storage and containment of chemical materials.
2. All operators shall demonstrate that they have the availability of aircraft suitably equipped for the particular type of operation they intend to perform.
3. The Operator shall have in its employ and on duty during appropriate business hours trained personnel in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner.
4. The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the operator's services.
5. The Operator shall comply with all pertinent FAR requirements
6. The Operator shall comply with all applicable rules and regulations governing pesticides and other chemicals used by the operator and employ certain safeguards and safe operating practices to prevent spillage, including:
 - a. Cleanup and remove all containers at the end of each day's activities
 - b. Maintaining all loading and mixing facilities
 - c. Use dry break devices or equivalent couplings to the aircraft loading receptacle to prevent leaks of all materials.
 - d. Position aircraft and loading equipment in such a manner as to not interfere with normal aircraft operations at the Airport.
 - e. Remove in the event of a small pesticide or pesticide solution spill, the contaminated surface material will be removed from the premises and treat the area of the spill. In the event of a reportable amount of spilled pesticides, the Operator will contain the material and contact those agencies that the State Department of Natural Resources (DNR) regulations require.
 - f. Operator will be responsible for all cleanup cost.
7. The Operator will keep appropriate spill kit on site in a known and easily accessible location.

8. Applicator shall provide a current copy of the Nebraska Department of Agriculture Aerial Pesticide Business License.
9. The operator, for all chemicals kept or stored on the airport shall do so in accordance with the Material Safety Data Sheet (MSDS) requirements for that chemical. MSDS sheets for chemicals stored on the airport shall be made available to the Authority and/or Airport Manager upon request.
10. Aerial applicators will make a reasonable effort to safely integrate with all other airport users and operations.
11. Any alterations operator undertakes shall be in conformance to design standard plans.

Section 5. Flight Instruction

All independent flight instructors desiring to engage in flight instruction shall provide at a minimum the following:

1. The Operator shall construct a building or lease all or portion of a building to provide suitable facilities for student instruction and flight planning, including parking for customers and employees.
2. The Operator shall provide a minimum of one person holding a current commercial pilot certificate with appropriate ratings for flight instruction.

Section 6. Air Taxi or Charter Service

Any Operator desiring to engage in air taxi or charter service shall provide, in addition to meeting all provisions of FAR Part 135, as a minimum the following:

1. The Operator shall construct a building or lease all or portion of a building to provide suitable facilities for office space, flight planning, customer lounge area, aircraft parking and storage, and automobile parking for customers and employees.
2. The Operator shall provide a minimum of one FAA certified commercial pilot appropriately rated to conduct the service offered, and additional personnel as required to attend office during normal working hours.
3. The Operator shall provide a minimum of one (1) aircraft.

4. The Operator shall post and maintain hours of operation convenient to customers.

Section 7. Specialized Commercial Flight Services

Any Operator desiring to engage in specialized commercial air activities such as, but not limited to the following: banner towing and aerial advertising; aerial photography or survey; firefight or fire patrol; power line or pipeline patrol; any other operations specifically excluded from FAR Part 135, shall comply with the following minimum requirements:

1. The Operator shall construct a building or lease all or portion of a building to provide suitable facilities for office space, flight planning, customer lounge area, aircraft parking and storage, and automobile parking for customers and employees.
2. The Operator shall provide a minimum of one FAA certified commercial pilot appropriately rated to conduct the service offered, and additional personnel as required to attend office during normal working hours.
3. The Operator shall provide a minimum of one (1) aircraft.
4. The Operator shall post and maintain hours of operation convenient to customers.

WAYNE AIRPORT AUTHORITY,

By *Mitchell Nielsen*
Chairman

Date: *12-10-12*