



AIRPORT ADVISORY COMMITTEE

February 16, 2018

8:15 A.M.

**Fremont Municipal Airport Terminal Building
1203 West 23rd Street, Fremont, Nebraska**

1. Meeting called to order with Open Meeting announcement.
2. Roll call.
3. Approval of the January 19th, 2018 meeting minutes.
4. Terminal Master Plan project update and discussion.
 - a. Discuss scope of services and consultant progress
5. Lease, Rules & Regulations, and Lease Rate Update.
6. Hangar Updates.
7. Maintenance Items
 - a. Open
8. Adjournment.

Agenda posted at the Municipal Building and distributed to the Mayor and Board Members on February 14th, 2018. The official current copy is available at City Hall, 400 East Military, City Planning Department Office. The Board reserves the right to go into Executive Session when necessary. A copy of the Open Meeting Law is posted at the Airport terminal building for review by the public. The Board reserves the right to adjust the order of items on this agenda.



AIRPORT ADVISORY COMMITTEE
Minutes of
January 19, 2018

1. Meeting called to order with Open Meeting announcement.

Meeting was called to order at 8:15. Open Meeting Announcement was posted on the wall.

2. Roll call.

Board Members Present: Robert Steenblock, Dave Monke, Ron Vlach, Mike McGillick, Ron Spahni, Tom Randal, Mike Kempenar

Guests: David Goedecken, Shawn Burwell, Shane Wimer, Steve Landholm, Mike Kuhns, Jim Kjeldgaard, Tammy McKeighan

3. Approval of the January 19th, 2018 meeting minutes.

Motion by Robert Steenblock, and seconded by Brad Blum, to approve the November 17, 2017 minutes, motion passed by vote of members.

4. Terminal Master Plan project update and discussion.

- a. Discuss scope of services and consultant progress

5. 2018 Capital Improvement Plan

Staff presented draft copies of the proposed CIP for 2018 which will be taken to the City Council for approval on the 27th of January.

6. Lease, Rules & Regulations, and Lease Rate Update.

Staff reported the Lease and Rules documents are being reviewed by an attorney and edits would be forthcoming at the February Airport Advisory Board Meeting.

7. Maintenance Items

- a. Runway 1/19

Staff reported that a meeting was held with the NDA to discuss the options for reopening Runway 1/19 as a taxiway and the City would need to restripe the runway as a taxiway, remove the yellow "x"s from the taxiway and place the correct signage.

8. Adjournment.

Meeting was adjourned at 8:55.

EXHIBIT "A"

Fremont Airport Rules and Regulations For Non-FBO Lessees

1. Lessee shall provide the City of Fremont ("City") with updated contact information on an annual basis.
2. All hangars must be used primarily for aeronautical purposes which include:
 - a. Storage of active aircraft and motor vehicles of aircraft passengers or users while the aircraft is in use;
 - b. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to perform minor maintenance of aircraft and final assembly of amateur or kit-built aircraft subject to the limitations of the Lease and these regulations;
 - c. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, aeronautically-related office equipment);
 - d. Non-commercial final assembly of amateur-built or kit-built aircraft subject to the restrictions of use set forth in the Lease and these regulations; and,
 - e. Provided the hangar is used primarily for aeronautical purposes, Lessee may permit non-aeronautical items to be stored in hangars provided they do not interfere with the aeronautical use of the hangar, including storage in the rear of the Hangar of not more than two, in the aggregate, of motor vehicles, watercraft or recreational equipment.
3. Lessee shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space. All equipment shall be maintained in accordance with current NFPA Standards. Tags showing the last inspection shall be attached to each unit.
4. Hangars cannot be used as a residence or for any overnight stay or sleep.
5. Hangars shall be kept clean and free of grease, oil, trash and other debris.
6. No cloth or carpet type absorbent floor materials are allowed under aircraft.
7. Smoking is prohibited inside and around all Hangars.
8. Aircraft are only to be fueled by authorized personnel.
9. No more than **5 gallons** of external flammable liquids (i.e. fuel) are permitted in the Hangar and must be in DOT approved containers.
10. No open flames or spark producing devices are allowed (i.e. grinders, welders).
11. No electric or propane heating equipment unless installed or used in accordance with all governmental codes and authorized by the City.
12. No storage of combustible materials, propane bottles or external compressed gas cylinders, except as provided by Item 9 above or permitted following application to and approval by the City, in its sole discretion.
13. No parts cleaning or other cleaning is allowed using flammable liquids.
14. No one under the age of 18 is allowed on the airport grounds unless accompanied by an adult or authorized by Airport staff.
15. No person shall enter the Airport with any animal without the permission of the Airport Management, except dogs or other animals which are restrained by leash, or properly confined and under the supervision of an adult.
16. No fiberglass, epoxy, composite lay-up or doping is permitted in any Hangar.
17. No aircraft engine may be operated in any Hangar.
18. All jacks or hoists must be used on the floor and nothing shall be mounted or hoisted from any part of the building's side or overhead structure.
19. No person shall dispose of garbage, papers, or any other forms of trash including cigarettes, cigars, and matches, except in the receptacles provided by the City.

20. No person shall keep any uncovered trash containers in any area of the airport. Areas to be used for trash and garbage containers shall be designated by the Airport Manager. Such areas shall be kept clean and sanitary at all times.
21. Any solid or liquid, which may be spilled at the Airport, shall be immediately cleaned up by the person responsible for such spillage, and reported immediately to the Airport Manager.
22. The Hangar unit is designed as an aeronautical "storage" facility. Only limited maintenance is allowed on aircraft. All maintenance must be performed by the owner/partner of the aircraft and must comply with all FAA rules and regulations.
23. No paint spraying is permitted within any Hangar.
24. Hangar inspections may be announced and conducted from time to time by airport staff and/or the fire marshal to assure compliance with the hangar lease agreement. Staff shall endeavor to provide tenants with at least 24 hours' notice of such scheduled inspections. In the event of an Lease violation or fire and safety hazard, the Lessee will receive written notification explaining the hazard/violation.
25. Use of personal vehicles on the airport grounds shall be limited to the reasonable use of airport facilities. All individuals operating personal vehicles shall have a valid drivers license.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT made effective as of _____, 20____, by and between THE COLUMBUS MUNICIPAL AIRPORT through the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as the "City" and _____, hereinafter referred to as "Lessee(s)".

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

1. The City hereby grants the Lessee(s) the exclusive privilege of using the space in Hangar # _____ at the Columbus Municipal Airport for the sole purpose of hanging of Lessee(s) aircraft. Lessee(s) assures City that it has read and fully understands the Rules and Regulations of the Columbus Municipal Airport.
2. For the privilege granted by this Lease to Lessee(s), Lessee(s) shall pay to the City an annual sum of _____ Dollars (\$_____). This fee shall be paid in two semi-annual installments of _____ Dollars (\$_____), due by December 31 of the preceding year and by June 30 of the lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full lease fee is paid by December 31 of the preceding year. In the event of the termination of the lease during a year in which the Lessee(s) has prepaid, the Lessee(s) shall receive a prorated portion of the advanced payment.
3. The term of this Lease is for a period of twelve (12) calendar months only, from January 1 through December 31. If such Lease begins after January 1, such lease term shall be from the beginning date of the Lease until December 31 in the first year only. After such Lease has expired during the first year, the Lease period of twelve (12) calendar months shall be from January 1 through December 31. Said Lease may be continuously renewed for twelve months upon payment of the lease fee without further action by the parties. The lease fee is to be paid by Lessee(s) to the City on or before the due date. If the Lessee(s) fails to pay the lease fee when due, the City may serve a thirty (30) day notice to pay or vacate the hangar. Failure to pay within the thirty (30) day notice period shall, without action by the City, terminate the lease. The fee for Leases issued after the first of each year shall be prorated based on the time of execution of the lease.
4. Lessee(s) has rented the hangar space for the purpose of storing aircraft or aeronautical equipment and shall not use the space in the above-described hangar for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).

5. Lessee(s) shall refrain from storing any items or materials on the premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of paragraph 5, Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline combustible liquids or hazardous material in the above-described hangar.
6. This lease is for the hangaring of the following aircraft:

#1 N _____	#2 N _____
Make _____	Make _____
Model _____	Model _____
No. of Engines _____	No. of Engines _____
Year _____	Year _____
No. of Seats _____	No. of Seats _____

Lessee(s), whether individuals, partnership or corporation, must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest.

7. The Lessee(s) hereby specifically agrees to keep the hangar door closed at all times other than during the times the Lessee(s) is moving aircraft in and out of the hangar space to avoid damage to the hangar by wind. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door is open. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Agreement at the option of the City.
8. Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.
9. Lessee(s) shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
10. The City shall not be liable for any damage to Lessee(s) aircraft while the same is stored or "hangared" or being moved to or from the hangar space, other than gross negligence or willful wrongful acts of the officers, employees or agents of the City.

11. The City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and the City shall in no way be responsible therefore. It is further agreed that in the use of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and save harmless the City from any and all losses that may result from any negligence on the part of Lessee(s). Lessee(s) shall not be responsible to indemnify City in the following events: acts of God, riots, civil commotion and the public enemy.

Further, Lessee(s) shall obtain an insurance policy, or bond, or irrevocable letter of credit (hereinafter "security") in, at least, the amount of \$500,000 to cover general liability which shall name the "City of Columbus" as additionally insured on the certificate of insurance, or as holder of the bond or letter of credit. The security shall be presented to the Airport Manager upon the execution of this lease and shall remain in full force throughout the term of this lease. Any certificate of insurance provided must cover the term of the lease and be updated before the expiration date; any bond or letter of credit must, likewise, cover the term of the lease. The certificate of insurance, bond or letter of credit must list the owners or those having a leasehold interest in the aircraft as insured, as well as any other persons (pilots) who would have access to the aircraft during the term of the lease.

12. The City reserves the right to control access to the hangar space in order to regulate the orderly and efficient operation of the Airport. Lessee(s) may lock the door to the hangar space in order to protect Lessee(s) property kept in the hangar space; provided, however, Lessee(s) shall provide a key for the lock to the Airport Manager who shall have the right of access to the hangar space at all times.
13. The City reserves the right (but shall not be obligated to Lessee(s)) to maintain and keep in repair all publicly owned facilities at the Columbus Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of the Columbus Municipal Airport, at its discretion, without interference or hindrance by Lessee(s). The City's obligation for repairs or maintenance to the hangar space shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hanging aircraft.
14. The Lessee(s) and its employees and agents shall obey the rules and regulations as may from time to time be lawfully promulgated by the City or its authorized agents in charge of the Airport, and the Lessee(s) and its employees and agents shall observe and obey such regulations as may from time to time be promulgated by the United States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.

15. The Lessee(s) as part of the consideration of this Agreement, do hereby covenant and agrees that:
 - (A) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and
 - (B) The Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.
16. The parties agree that this Agreement is a mere lease; that it confers upon the Lessee(s) the privilege of the use of hangar space only for the purposes herein permitted, and necessary incidental privileges. Failure to abide by any of the provisions of this lease will result in the default of this lease at the option of the City.
17. In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.
18. In the event the Lessee(s) is in material default of any term of this lease and such default is not cured within fifteen (15) days, excluding paragraph 5, after the date or receipt of written notice of default from the City, then in any set of events, City, at City's sole option may terminate this lease by written notice to Lessee(s). If Lessee(s) violates paragraph 5 above and Lessee(s) does not immediately remove or cure such violations listed in paragraph 5 above, Lessee(s) is immediately in default of the Lease. If this condition is not cured within the allotted time, this lease shall end and the remainder of all rental payments due under the terms of this lease shall accelerate and become immediately due and payable to the City. Upon such termination of this lease by the City, Lessee(s) will surrender possession of the premises to the City and the City shall have all remedies of a secured party according to the laws of the State of Nebraska. The City may then re-enter the premises and repossess the same and remove all personal effects from the premises. Lessee(s) shall not have the right to sub-let, assign or in any manner re-lease any part of the described premises.
19. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this lease, the City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between the City and Lessee(s).
20. If it shall be determined by a court or other governing body that any provision or wording of this lease shall be invalid or unenforceable under city, state or other applicable law, such invalidity or unenforceability shall not invalidate the entire lease. Whenever two or more interpretations of the provisions or wording of this lease shall be possible, the interpretation or construction shall

lead to the enforcement and validity of any provision of this lease shall be favored and deemed to be the intended interpretation of the parties to this lease.

21. To the full extent permissible by applicable law, City and Lessee(s) waive trial by jury in any action, proceedings or counterclaim brought by a party against any other party on any conflict arising out or in any way connected with this lease or the relationship of the parties created hereunder.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Airport Manager

Chair

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor

City Clerk

LESSEE(S)

#1 By: _____

#2 By: _____

Printed Name(s), Address(es), Phone Number(s), and Email Address(es):
