Section 1. Operating Rules and Safety Procedures

The following rules and regulations shall be observed in the use and operation of the Airport:

Rule 1-1. Federal Air Traffic Rules of the Federal Aviation Administration (FAA) for aircraft operated within the United States, are adopted and made a part of as though fully set forth and incorporated herein.

Rule 1-2. **Airport Manager.** The City Administrator or designee shall serve as the Airport Manager. The Airport Manager will coordinate issues between the Airport Advisory Board and City Council. The Airport Manager will attend the regularly scheduled Airport Advisory Board meetings.

Rule 1-3. Safeguard of Persons and Property – The Airport Manager will at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

Rule 1-4. Through-the-Fence Operations – No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport without the prior approval of the Airport Manager. Furthermore, no private individual, partnership, company, corporate, or customers' aircraft or vehicle shall be permitted direct ground access to private property to or from the Airport – a practice commonly known as a "through-the-fence operation" without the prior approval of the Airport Manager.

Rule 1-5. Lien for Charges – To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City or its agents in connection with the operation of the Airport, the City may place a lien upon such personal property, which shall be enforceable as provided by law.

Rule 1-6. Lien Possessory Right- To enforce the payment of any such charge, the City may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full. Any party with a legal interest in the property which is the subject of such a lien may request a hearing before the Gardner City Council to contest the validity of the lien after which the Gardner City Council shall adjudge the validity of the lien.

Rule 1-7. Unauthorized Signs and Equipment – No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved-in, or installed on Airport property, except as may be specifically authorized by the Airport Manager.

Rule 1-8. Surreptitious Activities – Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Gardner police, Airport Manager, and the Transportation Security Administration General Aviation Information Hotline at 1-866-GA SECUR(E) or 1-866-427-3287.

Rule 1-9. Wrecked Aircraft – Every aircraft owner, pilot or agents, shall be responsible for notifying FAA and promptly removing disabled or wrecked aircraft from the operational areas of the Airport, under the direction of the FAA and the Airport Manager.

Rule 1-10. Repairs to Aircraft – Except for emergency repairs, no aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the City for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA. Maintenance may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Manager for such purpose.

Rule 1-11. Damage to Airport – Any person, individual, or corporation or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligent, reckless or intentional wrongdoing, shall be liable therefore in and to the City.

Rule 1-12. Injury to Person – Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City. Nothing within these rules is intended to abrogate or waive any provision of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. as may be applicable to any claim of personal injury, property damage or other claim of monetary damage.

Rule 1-13. Licensed Pilots – Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport. This limitation will not apply to students-in-training under licensed instructors.

Rule 1-14. **Reserved.**

Rule 1-15. Registration – Each person owning an aircraft based at the Airport, shall register with the City their name, address, telephone number, aircraft model, aircraft registration "N" number, or make and model of aircraft for those aircraft not requiring registration (ultralight), and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

Rule 1-16. Animals - No person shall enter the Airport with a dog, cat, or other animal unless the animal is, and remains, restrained by a leash or properly confined as determined by the City.

Rule 1-17. Living Quarters - No person may make temporary living quarters on the Airport property unless authorized by the Airport Manager.

Rule 1-18. Intoxicants and Narcotics Prohibited – No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

Rule 1-19. Foreign Objects – No foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, shall be left upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

Rule 1-20. Litter - No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a privately owned, rented, or leased hangar / building, the Airport Manager shall notify the hangar / building owner, renter or lessee by registered letter to remove the offending litter. If within ten (10) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the City may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

Rule 1-21. Storage – Hangars shall be used for the keeping of aircraft and not as storage units.

Rule 1-22. Ground & Vehicular Traffic – No person shall operate a vehicle on the Airport except in accordance with the following rules, and all federal, state, and local law:

A. All vehicles shall yield right of way to aircraft in motion and emergency vehicles.

B. No vehicle except emergency vehicles shall approach so close to any aircraft with running engine(s) as to create a hazard.

C. Except at the terminal building parking lot, only hangar tenants of the Airport and those designated by the Airport Manager may operate a vehicle at any location on airport property. Tenant drivers should drive on taxi-lanes to arrive at their hangar location.

D. All automobiles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio. Any vehicle authorized to access the taxiways or runways is required to monitor the published Common Traffic Advisory Frequency (CTAF) for the Airport, and have the ability to communicate with aircraft via a two-way aviation radio.

Rule 1-23. Speed Limits - All vehicles shall be operated within the posted speed limits at the Airport. The maximum speed limit for all vehicles in the airside area, with the exception of authorized municipal vehicles in the performance of their official duties, is fifteen (15) miles per hour, unless posted otherwise.

Rule 1-24. Access Codes/Devices - Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager.

Rule 1-25. Aircraft Tie Downs

A. All aircraft not hangared shall be tied down.

B. All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.

C. Aircraft parked overnight on the transient apron shall pay a tie down fee as defined in approved fee schedule for the City of Gardner, except that such fee may be waived upon purchase of fuel or services.

D. Long term apron parking (7 days or longer) shall be assessed a fee as defined in the approved fee schedule for the City of Gardner.

Rule 1-26. Running Aircraft Engines

A. No aircraft will be left running without a qualified person at the controls unless it is tied down.

B. No aircraft engine shall be started or run inside any building or hangar.

C. No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

Rule 1-27. Damage to Airport Lighting – Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager. Persons causing damage to runway and taxiway lights as a result of negligent or reckless operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixture(s).

Rule 1-28. Taxiing Aircraft

A. Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot in command at all times.

B. Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.

C. Aircraft shall not be taxied by engine power into or out of any hangar.

Rule 1-29. Parking Aircraft

A. All aircraft not hangared shall be parked in the areas designated for that purpose except for special events and EAA displays authorized by the Airport Manager.

B. Aircraft shall not be parked within forty (40) feet of an aircraft fuel pump or fuel service truck parking area.

C. Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic.

D. It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and / or it is properly chocked and / or tied down.

Rule 1-30. Washing Aircraft - Washing / cleaning materials and run-off shall be used and disposed of in compliance with all applicable federal, state, county and local laws and regulations.

Rule 1-31. Loading and Unloading Aircraft – Loading or unloading aircraft with the engine running is prohibited.

Rule 1-32. Authority to Suspend Operations – The City may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

Rule 1-33. Takeoffs on Other Than Runways – Takeoffs or landings shall not be

made on the apron, parking ramp, taxiway, or any area other than designated runways.

Rule 1-34. Student Training, Local Operations

A. Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.

B. The Airport Manager may designate and advise airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.

Rule 1-35. Agricultural Spraying Operations – Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the City and made known to all persons conducting agricultural spraying operations. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency in an area so designated by the City. Each Ag operator shall carry liability insurance in the amount of $1,000,000 dollars, payable to the City for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator. No on-site mixing of chemicals will be permitted.

Rule 1-36. Model Aircraft – Model aircraft not capable of carrying a person shall not be permitted to operate, take off or be launched from, flown over or land at the Airport. Model A/C operations for specific aeronautical events such as fly-ins or air shows may be approved for specific times by the Airport Manager.

Section 2. Fueling, Flammable Fluids, and Fire Safety

Rule 2-1. Fueling Aircraft

A. All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least forty (40) feet except at the fueling station.

B. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles. Fuel trucks shall be provided with a minimum of two listed portable fire extinguishers, with a minimum rating of 20-B:C. An extinguisher shall be readily accessible from either side of the vehicle. Electrical bonding shall be provided and conducted with fueling operations.

C. Aircraft fuel storage tanks for below-ground or above-ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules, and regulations. The fuel pumps dispensing the product shall provide adequate signage and labeling indicating the tank's contents. The fuel pumps shall be provided with fire extinguishers as required by the fire code. An emergency disconnect switch shall be provided, adequately labeled, and maintained clear for immediate access.

D. Aviation or auto fuels shall not be stored within a hangar or building. This section does not apply to fuel stored in the aircraft fuel tank(s).

E. Any private fueling operation must be approved in writing by the Airport Manager. If private fueling facilities are allowed, they must be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.

F. All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and

aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, DOT placard when applicable, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.

G. Fuel spills in excess of one gallon must be reported to the Airport Manager and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations. Fire District #1 shall be notified of any fuel spill which is considered a hazard to people or property or which meets one or more of the following criteria: a fuel spill with any dimension larger than 10 feet, spill area greater than 50 square feet, or when the fuel flow is continuous in nature.

Rule 2-2. Fuel Flowage Fee - Any person, corporation, partnership, association, or business entity of any kind, or any person acting for or through them, including, but not limited to, any wholesale fuel distribution company, who delivers fuel to a fuel storage tank or who delivers fuel obtained from a source not on the Airport directly into any aircraft on the Airport must pay the amount of $.15 per gallon of fuel delivered. Payment to the City of all fuel flowage fees due must be made not later than the fifteenth (15th) day of the month following the date of the fuel delivery.

Payment of fuel flowage fees shall be accompanied by a report in a form approved by the Airport Manager that indicates the amount of fuel delivered to the airport during the preceding month.

Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.

Rule 2-3. Fire Safety

A. Every person using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.
B. No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the City of Gardner. Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, aircraft, or fuel truck is prohibited.
C. Open flames, flame-producing devices and other sources of ignition shall not be permitted in a hangar. This includes welding, grinding, hot work, propane heaters, fuel fed heaters, torches, and other similar devices. These devices shall not be stored within the hangar. Repairing of aircraft using any of the above methods shall be prohibited.
D. Storage of flammable or combustible liquids shall not be permitted within an aircraft hangar with the exception of the fuel that is currently in the aircraft's fuel tank as stated in Rule 2-1, item D.
E. Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager. The Airport Manager shall obtain Fire District #1 approval before designating an area for this storage at the Airport.
F. No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building upon the Airport.
G. Hangar entrances must be maintained clear in a manner such that emergency or fire / rescue personnel and equipment can immediately access the hangar without hindrance.

In addition, 36-inch minimum egress paths shall be provided and maintained for rapid egress to the exit door if an emergency were to arise.

H. Fire extinguishers shall be provided and accessible for use by any occupant of the Airport property. The minimum size shall be determined by Fire District #1 using the most current edition of adopted Fire Codes and regulations. These extinguishers are subject to annual inspection, testing, and maintenance requirements of NFPA 10.

I. Combustible storage that is stored within hanagars shall be stored in approved locations and in an approved manner. Excessive combustible storage as determined by Fire District # 1 or City of Gardner personnel shall be removed to reduce the total fire load within a hangar.

Section 3. Construction on Airport Property

Hangars and other buildings or structures owned by the City may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial Fixed Base Operation (FBO).

The City may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with the approved Airport Master Plan/Airport Layout Plan (available on the City

website) and design guidelines. Aviation related use must be given priority in the use of all leased or privately owned property, buildings or structures. If the aviation needs of the Airport are sufficiently met, the City may authorize non-aviation use of any portion of the Airport or any building on the Airport on a case-by-case basis. Application of such non-aviation use shall be made to the Airport Manager and submitted to the Airport Advisory Board for review and recommendation. Approval from City Council must be received prior to granting authorization for non-aviation use.

Rule 3-1. Lease Term –No lease of airport property or facilities shall be granted for a term exceeding (20) years, however the initial term of a lease of airport property or facility may exceed twenty (20) years but in no case more than forty (40) years. At the end of the term, the facility will become property of the City, free and clear of all encumbrances. Non-aviation leases shall not exceed twelve (12) months.

Rule 3-2. Construction on Airport Property

A. As given in FAR part 77, the Airport Manager will file electronically with the FAA for any construction on or near the airport. See FAR part 77. File at http://oeaaa.faa.gov (or most current URL). A determination of no objection must be received from the FAA prior to any construction on the Airport. No hangar or structure may be erected beyond the building restriction line or in conflict with the approved Airport Layout or Development Plan.

B. All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current Standard Fire and Building Codes, and shall provide for the construction to be from material satisfactory and acceptable to the City of Gardner Codes Inspector.

C. A building permit must be issued by the City of Gardner prior to construction of

the improvements. All City Codes including zoning and subdivision requirements must be met.

D. Construction must begin within one hundred twenty (120) days after the effective date of the lease or final comment from the FAA for the filed air space study as required by FAR Part 77, whichever date is later. Construction must be substantially completed within one hundred eighty (180) days of start of construction. Projects anticipated to exceed 180 construction days require approval of the Airport Manager. The Improvements on the leased premises shall remain the tenant's property until expiration or termination of the lease and its covenants or as otherwise agreed to in the contract between the City and the tenant.

E. Any privately owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the City, must be removed after due notice to the owner in writing. The City will consider such structures or hangars abandoned and will seek title to such structure or hangar if no action is taken to remove the hangar after one hundred twenty (120) days.

F. Leased land from which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and put back in its original or acceptable condition.

Rule 3-3. Assignment and Subletting – Assignment or subletting of individual hangars shall be subject to the following requirements:

A. Any assignment or subletting of individual hangars shall not be permitted after December 31, 2018 without the written permission of the Airport Manager, except as provided within subsection b. below.
B. Hangar tenants subleasing hangars, as shown on City records, on or before December 1, 2018 shall be permitted to continue such sub-lease through December 31, 2019. The parties to such sublease under this exception shall be required to execute a sub-lease agreement, the form of which shall be as specified and provided by the City and a copy of such executed sublease shall be provided to the Airport Manager. Payments under such sublease shall be made directly to the City.
C. Hangar leases for hangars which have been sublet on or before December 1, 2018 as documented on City records may be transferred to the existing sub-lessee on or before December 31, 2019 with the signing of a new lease and payment of a transfer fee equal to one (1) month's rent. If a hangar lease is transferred pursuant to a sub-lessee pursuant to this paragraph, the sub-lessee shall be removed from the hangar wait list.

Rule 3-4. Flying Clubs - A Flying Club ("Club") shall meet the following standards:

A. At the time of applying for a lease, license, permit or agreement to operate at the Airport, the Club shall furnish the City with a copy of its documents of organization; the Club's list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft used; evidence of ownership of such aircraft; and any operating rules of the Club.

B. All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members.

C. The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for charter or air taxi. Flight instruction may be given in Club aircraft.

SECTION 4. Environmental Issues

Rule 4-1. Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

A. Asbestos in any form

B. Urea formaldehyde foam insulation.

C. Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or

D. Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:

1. in amounts in excess of that permitted or deemed safe under applicable law;

2. Or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials).

Rule 4-2. Environmental Cleanup Laws – An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an Airport tenant, its agents, employees,

independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The City of Gardner shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

Rule 4-3. Environmental Notices – An Airport tenant shall promptly supply the City with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

Rule 4-4. Pollution Prevention – Any Airport tenant will implement the following management practices:

- Materials will be stored inside whenever feasible.
- All areas exposed to stormwater runoff will be kept clean and orderly.
- Spills will be contained and cleaned up promptly using adsorbent materials.
- Used oil will be collected for recycling.
- Proper fueling and cleanup procedures will be observed.
- Fuel tanks will be inspected regularly to ensure integrity of tanks and fixtures.
- All aircraft and equipment will be checked routinely for leaks.
- Any vehicle or equipment observed to be leaking will be serviced.

Rule 4-5. Environmental Survival – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

Section 5. General Procedures

Rule 5-1. Each lease will include language to insure that:

A. No person on the grounds of race, color, sex, national origin, or other legally protected status, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex, national origin, or other legally protected status, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.

Rule 5-2. Insurance – An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

A. Lessor: Lessor agrees to keep the building where the leased premises are located insured against loss or damage from fire or other casualties. Lessor shall NOT insure any property owned by Lessee, and Lessee shall not be a loss payee on any insurance policy maintained by Lessor.

B. Lessee: Lessee agrees to maintain in full force and effect during the term of this Agreement, and any extension thereof, insurance on the Aircraft to be hangared at the Leased Premises, such insurance to afford protection of not less than $100,000.00 with respect to any one person, $100,000.00 with respect to any one accident, not less than $200,000.00 with respect to property damage. The CITY OF GARDNER shall be named as an additional insured on such policy.

All such policies of insurance shall be issued by an insurance company licensed to do business in the State of Kansas with at least an ‘A’ rating. Lessee shall provide to Lessor certification or proof of current insurance prior to use of the Hangar by Lessee.

C. Hold Harmless. Lessee agrees to save and hold Lessor harmless, and shall indemnify, at all times from any and all damage, claim or expense arising out

of or in any way connected with any act of negligence committed by Lessee, its officers, agents or employees in the use of the premises or arising out of any breach by them of any rules of any authorized agency of the United States governing the use of the Airport or any reasonable rules or regulation established by Lessor governing the use of said Airport.

Rule 5-3. Knowledge of Rules Implied - By publication and adoption of these standards all persons shall be deemed to have knowledge of its contents. However, the Airport Manager is directed to have copies of the ordinance posted in paper or electronically, where appropriate. Copies shall be available at all times in the Airport office, and copies shall be furnished to all owners and operators of aircraft based at the airport.

Rule 5-4. Conflict of Rules and Regulations - If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail.

Rule 5-5. Penalty for Violation - The Airport Manager may deny use of the Airport for a period not exceeding thirty (30) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a recommendation from the Airport Advisory Board and a hearing by the City Council. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation shall be punishable by a fine not exceeding two-hundred ($200) dollars, and each day a violation continues to exist shall constitute a separate offense. Citation for violation or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized police officer. The City may request authorized police officers to investigate any suspected violation of these rules. Any continued violation will result in eviction and disbarment from the airport as determined by the City Council.

Section 6. Commercial Skydiving Operations

Rule 6-1. Basic Information – An individual wishing to conduct commercial skydiving operations must submit a written application to the City, providing the following information and any such additional information as may be requested by the City:

A. Provide the name, address and telephone number of the Applicant. If the Applicant is a corporation, provide the name, address, and telephone numbers of the corporation's officers and directors. If the Applicant is a partnership, provide the name, address, and telephone numbers of the partners.

B. Provide the requested or proposed date for commencement of the commercial skydiving activity.

C. Provide a comprehensive listing of all services proposed to be offered on or from the Airport and the proposed schedule of fees and charges.

D. Provide a map, to scale, of the amount, configuration, and location of the land requested or desired to be constructed or leased.

E. Provide the size and position of any building(s) to be constructed or leased for the purpose of office space, hangar space, or public access.

F. Provide an identification of any necessary or desirable capital improvements to

be constructed in conjunction with the commercial skydiving operation.

G. Provide the size and location of the proposed drop zone and any improvements

to be constructed within the proposed Drop Zone.

H. Provide the number, type(s), and basing of aircraft to be provided/maintained and a detailed description of all equipment and facilities.

I. Provide the hours of the proposed operation.

J. Provide disclosure of any and all documented violations by the Applicant and/or the Applicant's principals of FAA regulations.

K. The Applicant must demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit-and-loss projection for the first five years of the proposed operation.

Rule 6-2. The Applicant shall furnish the City with a statement of its past experience and a description of its key employees in providing the proposed skydiving activity, together with a statement that the Applicant or its principals have the managerial ability to perform the elected services. The applicant must provide any and all certificates, licenses and registrations that indicate that the applicant is capable of operating a commercial skydiving operation. All licenses, certificates, and registrations must be current and remain current during the duration of the lease.

Rule 6-3. Commercial Skydiving operations may only be conducted at the airport between 12 noon and 6 pm – Monday thru Friday.

Rule 6-4. The Applicant must comply with FAA regulations for commercial skydiving and sport parachuting. The applicant must describe procedures for safely conducting Commercial Skydiving Operations at the Airport that address the following topics:

A. Vehicular and pedestrian access to the Drop Zone.

B. Supervision of Commercial Skydiving and Participants.

C. Measures to ensure against runway incursions or incursions into OFAs, OFZs, and RSAs by any Participant, vehicle, or equipment.

D. Communications systems which will be used to ensure positive communication among Participants and the Applicant's employees at all times.

E. Compliance with any United States Parachute Association (USPA) safety recommendations for Commercial Skydiving operations.

Rule 6-5. Grounds for Denial or Revocation – The City reserves the right to deny an application or revoke the lease upon finding any of the following:

A. The information is incomplete on the application;

B. The City has determined, upon examination of the Applicant's business plan, financial plan, and credit report that the Applicant is unlikely to be able to continue to meet the Minimum Standards prescribed herein throughout the term of a Lease, License, or Agreement, including the payment of rates and charges;

C. The Applicant cannot provide a performance bond or applicable insurance in the amounts and types required by the City for Commercial Skydiving;

D. The Applicant has, either intentionally supplied the City with false or misleading information, or has failed to make full disclosure in its application for supporting documents;

E. There is no suitable space on the airport to accommodate Commercial Skydiving without requiring the reduction in space leased to another Aeronautical Activity;

F. The development or use of the area requested by the Applicant will result in a congestion of aircraft or buildings or will result in unduly interfering with the operations at the Airport.

G. Commercial Skydiving as proposed is inconsistent with the ALP or the current Master Plan;

H. The FAA has determined that Commercial Skydiving would constitute a Hazard or an obstruction or danger to air navigation;

I. Commercial Skydiving as proposed would require the City to spend funds or to supply resources and such funds are not available or budgeted, or the operation could result in a financial loss to the City;

J. The applicant has not kept current necessary licenses, certificates, or registrations regarding commercial skydiving operations;

K. The applicants license has expired or been cancelled;

L. The applicant conducts commercial skydiving activities outside the approved hours of operation; or

M. The Applicant, a principal of the Applicant, an immediate family member of a principal of the Applicant, or an Entity of which a principal of the Applicant was a principal, meets one or more of the following descriptions:

1. Was party to a Lease or License with the City that was terminated for cause;

2. Was previously evicted from the Airport;

3. Has been party to frivolous litigation, including, without limitation administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport;

4. Has been debarred or evicted from another public-use airport at which the Applicant conducted a Commercial Aeronautical Activity.

N. The Applicant may appeal the determination to the City Council.

Rule 6-6. Notification of Changes – The Applicant must provide the City with any information reflecting a material change in the information submitted in an application. This information includes, but is not limited to:

(i) a change in ownership of the Applicant;

(ii) the filing of a petition in bankruptcy;

(iii) addition or subtraction of a principals;

(iv) any felony or misdemeanor convictions that would result in loss of airport identification media; or

(v) any federal fines imposed on the Applicant.

Rule 6-7. Upon approval by the City, the Commercial Skydiving operation must comply with all rules and regulations contained in the Gardner Municipal Airport Minimum Standards.

Rule 6-8. The Operator shall post a performance bond in a form acceptable to the City in an amount equal to at least 25% of the annual rent for the Operator's Commercial Skydiving operations.

Rule 6-9. The Operator must comply with all federal, state and local requirements applicable to its operations, including, but not limited to, the grant assurances applicable to the City. The Operator must comply with the following specific requirements:

A. All federal, state and local laws applicable to workplace and aviation safety, including 14 C.F.R. Part 105; and the orders and directives of the City; and

B. All applicable federal, state and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport.

Rule 6-10. The Commercial Skydiving Operator shall, at its own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of its activities at the Airport. Upon request, the Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager.

Rule 6-11. Equipment and Vehicles

A. The Operator must own, lease, or otherwise have sufficient access to equipment, including aircraft, to conduct Commercial Skydiving without causing excessive flight delays or other operational impacts on aircraft at the Airport. Any flight delays due to Commercial Skydiving shall not exceed 5 minutes from the 'Jumpers Away' call.

B. The Operator shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with the intended use.

Rule 6-12. Insurance

A. General Requirements:

1. The Operator must maintain $2 million in liability insurance which insurance shall cover the Operator's activities and shall not contain any exclusion for skydiving or commercial skydiving operations.

2. The Operator shall maintain the required insurance throughout the term of a Lease License or other Agreement.

3. Lapses in insurance coverage may result in denial of access to the Airport.

B. In prescribing insurance coverage types and limits, the City is not representing

or guaranteeing that the types and limits are adequate to protect the Operator's interests and liabilities or to cover the Operator's activities. It is understood that the specified amounts of insurance stated herein or in a Lease, License or other Agreement shall in no way limit the liability of the Operator.

C. The City reserves the right to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Operator.

D. The Operator will provide a certificate of insurance listing to the City of Gardner as additional insured. This obligation shall not apply to any workers' compensation policy.

E. All such policies of insurance shall be issued by an insurance company licensed to do business in the State of Kansas with at least an 'A' rating. Lessee shall provide to Lessor certification or proof of current insurance.

F. Failure to remain current in the payment of any and all rents, fees, charges, and other sums due and owing to the City shall be grounds for revocation of the Operator's Lease, License or Agreement permitting Commercial Skydiving at the Airport.

G. The operation will provide annually proof to the City that insurance requirements are met and that no lapses in coverage have occurred.

Rule 6-13. General Lease Terms

A. The Lease or License with the City shall recite the terms and conditions under which the Operator will do business on the Airport, including but not limited to, the term of the agreement, the rentals, fees, and charges, the rights, privileges and obligations of the respective parties, and other relevant covenants. The terms of these Rules shall also be deemed to be included within the Lease or License terms.

B. Leases and Licenses shall contain all provisions required by the FAA to be included as a condition of any federal grant to the City for the Airport.

C. The length of the term of any Lease or License will be determined by the City.

Rule 6-14. Drop Zone Requirements

A. The Operator must enter into a separate Lease or License with the City for the proposed area on the Airport to be used as a Drop Zone. The Lease or License shall be reviewed by the Airport Advisory Board with a recommendation to the City Council. Rates shall be set by the City. The Drop Zones shall be used exclusively for such purpose and shall not be subleased at any time.

B. The Drop Zone must be sufficiently large to enable safe landings by Participants. At a minimum, the Drop Zone must be 328' diameter circle or a 340' by 250' rectangle.

C. The Drop Zone must be maintained to facilitate safe landings by Participants.

D. The Operator must install ground markings to prevent runway incursions or incursions into any OFA, OFZ or RSA.

Rule 6-15. Participant Requirements – The Operator shall ensure that all Participants are at least 18 years of age.

Rule 6-16. Availability of Records – The Operator shall make available to the Airport Manager upon request all records regarding FAA certificates and ratings.

Rule 6-17. Subcontracting, Subleasing, and Assignment - No sublease or assignment of any Agreement, Lease, or License shall be permitted without written approval by the Airport Manager after review by the Airport Advisory Board

Section 7. Fixed Base Operator - FBO

Rule 7-1. Fixed Base Operator – A Fixed Base Operator is a person, firm, or corporation performing any of the functions or furnishing any of the services listed herein on a commercial basis. No person firm, or corporation may act in the capacity of an FBO without a valid contract with the City of Gardner authorizing such activity at the airport.

Rule 7-2. The FBO must demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit-and-loss projection for the first two years of the proposed operation.

Rule 7-3. The FBO shall furnish the City with a statement of its past experience and a description of its key employees in providing the proposed services. The applicant must provide any and all certificates, licenses and registrations that indicate that the applicant is capable of performing the proposed services. All licenses, certificates, and registrations must be current and remain current during the duration of the lease.

Rule 7-4. An FBO is authorized to offer or perform any or all of the following services or functions for the public. The guidelines for each service or function are listed:

A. Airframe or power plant repair: Sufficient hangar space, FAA certified mechanic on duty, paved outside parking area for aircraft, and paved access to the runway-taxiway system (in connecting runway or taxiway is paved).

B. Aircraft sales and/or rental: Sufficient office space, aircraft display area, telephone, and aircraft inventory.

C. Flight instruction: Trained and certified instructor, classroom, telephone and restrooms, and aircraft available for instruction.

D. Avionics: Shop area office space with telephone and restrooms, and trained personnel on duty.

E. Air taxi and charter: FAA Part 135 certification, aircraft with sufficient hangar, T-hangar, or tie down space, office with telephone and restrooms, and aircraft loading or unloading area.

F. Agricultural spraying operation: Qualified pilot, aircraft designed for such purpose, qualified personnel on duty to properly handle dangerous chemicals, secure area to store chemicals, and properly designed and constructed wash down pad.

Rule 7-5. An FBO is required to perform the following functions or abide by the following rules:

A. Install, operate, maintain, repair, and store all equipment necessary for the

conduct of the FBO's business subject to the approval of the City.

B. Use, with others so authorized, any common areas or equipment on the airport including, but no limited to, the runways, taxiways, public aircraft and auto parking aprons, roadways, and navigational aids.

C. Upon termination of the lease, return any leased property to the City 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 City at the termination of the lease.

D. Will not prevent any person, company, or employee of a company from servicing, maintaining, or fueling their own aircraft that might be parked or hangared at the airport.

E. Make its business open to all forms and classes of aeronautical use.

F. Submit to and abide by periodic safety inspections by the City, the FAA and/or the Kansas Department of Transportation.

G. Maintain all leased areas and the interior and exterior of any leased or constructed buildings to an acceptable standard.

H. Remove and properly dispose of any trash from the leased property.

I. Notify and gain approval of the City of any intended reduction of services which are included in the FBO's lease agreement.

J. Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all airport users.

K. Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or State of Kansas.

L. An FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current lease agreement with the City.

M. An FBO's rights do not supersede the City's rights and obligations.

Rule 7-6. If so inclined, the City may retain a proprietary right to offer any or all FBO services and/or products and allow no FBO to offer the same services or products at the airport.

Rule 7-7. The City may enter into contracts with other FBO's to operate similar or competitive businesses at the airport without regard to the wishes or desires of existing FBO's.

Rule 7-8. The City may approve an FBO's 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 Kansas Department of Transportation approved Airport Layout Plan or Master Plan.

Rule 7-9. The City may 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.

Rule 7-10. An FBO must pay all responsible rentals, fees or charges in a timely manner.

The City retains the right to assess a service charge for any late payments dues to the owner.

Rule 7-11. An FBO must show proof of financial responsibility or be properly bonded with the City 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.

Rule 7-12. An FBO must arrange for water and waste water, gas, electricity, telephone, and any other utilities it uses on the airport and pay all responsible charges in a timely manner throughout the term of the lease.

Rule 7-13. An FBO will pay all responsible taxes in a timely manner.

Rule 7-14. An FBO will pay all responsible bills in a timely manner. Under no circumstances will the City be responsible for payment of any taxes or bills owned by an FBO.

Rule 7-15. The City will provide insurance for all real property located at the airport. This policy will be for the sole benefit and protection of the City. The FBO will be required to provide adequate insurance coverage for his personal property and the contents of any buildings under lease. The FBO must furnish current proof of these policies to the City and any changes in those policies must have prior written approval of the City.

Rule 7-16. An FBO will conduct business on the airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar business on the airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved or which would be incompatible with the best interest of the public or the airport. The City Council has the right to resolve all such disputes, disagreements, or conflicts and the City Council's determination will be binding upon all FBO's operating at the airport.

Rule 7-17. Any land, building, paved area, and other infrastructure leased to an FBO are to be used and occupied solely for the purpose of operating a Fixed Base Operation and no other. The leased airport property cannot be sublet or divided, except for parking aircraft in hangars. Should the FBO become deceased, be adjudged to be incompetent or his business declared bankrupt or become insolvent, the leased property and the executed lease contract shall not be considered as a part of the FBO's estate or an asset of any appointed or assigned guardian, trustee, or receiver. In such cases, the FBO's lease will immediately terminate and all rights and property returned to the City.

Rule 7-18. Any 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 Manager.

Rule 7-19. An FBO must apply for coverage under the general NPDES permit by submitting a Notice of Intent to the Kansas Department of Health and Enviroment and follow all requirements of the Gardner Municipal Airport Stormwater Pollution Prevention Plan. Alternately, if Operators do not have any exposed industrial activities, they may file a No Exposure Certification with the KDHE. All Operators at Gardner Municipal Airport are required to either file for NPDES coverage or file a No Exposure form and to provide the relevant documentation to the Airport Manager.

Rule 7-20. An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the City, the state of Kansas, the local and State Fire Marshals, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO's business, and the general safety and operation of the airport.